



**CITY OF LEON VALLEY
CITY COUNCIL SPECIAL AND REGULAR MEETING**
Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Tuesday, December 01, 2015

AGENDA

SPECIAL CITY COUNCIL MEETING

1. **6:00 P.M.** Call to order, Determine a Quorum is Present.
2. The City Council shall meet in Executive Session under Texas Local Government Code §551.074 *Personnel Matters* to conduct and discuss the following interviews:
 - City of Leon Valley Economic Development Corporation Board:
 - 6:00 p.m. – Joseph Nazaroff
3. Reconvene into Open Session and take action on issues discussed in Executive Session if necessary.
4. Adjournment

REGULAR CITY COUNCIL MEETING

5. **7:00 P.M.** Call to order, Determine a Quorum is Present, Pledge of Allegiance.
6. **Citizens to Be Heard and Time for Objections to the Consent Agenda.** “Citizens to be heard” is for the City Council to receive information on issues that may be of concern to the public. The purpose of this provision of the Open Meetings Act is to ensure that the public is always given appropriate notice of the items that will be discussed by the Council. Should a member of the public bring an item to the Council, for which the subject was not posted on the agenda of that meeting, the Council may receive the information but cannot act upon it during the meeting. Council may direct staff to contact the requestor or ask that the issue be placed on a future agenda for discussion by the Council.

Note: City Council may not debate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however City Council may present any factual response to items brought up by citizens. [Attorney General Opinion – JC 0169]

CONSENT AGENDA

7. Approval of City Council Minutes. **(S. Passailaigue)**
 - a) October 05, 2015 Special City Council Meeting
 - b) October 26, 2015 Special City Council Meeting
 - c) November 07, 2015 Special City Council Work Session
 - d) November 16, Special City Council Meeting
 - e) November 17, 2015 Special and Regular City Council Meeting
8. Discussion and possible action on the approval of a waiver for the deposit and rental fees related to the use of the Leon Valley Community Center as requested by Representative Justin Rodriguez for a Holiday Party for House District 125. **M&C #2015-12-01-01 (E. Carol)**

REGULAR AGENDA

9. Discussion and presentation from MDLG & Company's update on the Leon Valley Holiday Fest. **M&C #2015-12-01-02 (E. Carol)**
10. Discussion and possible action on Resolution No. 15-038R appointing members to the City of Leon Valley Economic Development Corporation in accordance with Ordinance No. 2014-01-13-02. **M&C 2015-12-01-03 (S. Passailaigue)**
11. Discussion and possible action to name rooms at the Leon Valley Public Library. **M&C #2015-12-01-04 (S. Underwood)**
12. Discussion and possible action authorizing the City Manager to enter into an agreement with the American Textile Recycle Service (ATRS) to allow three (3) recycling donation boxes for five years and for ARTS to provide the City of Leon Valley .02 cents per pound. **M&C #2015-12-01-05 (E. Carol)**
13. Discussion and possible action on Evers Road sidewalk funding. **M&C #2015-12-01-06 (M. Moritz)**
14. Discussion and possible action on Ordinance No. 15-028, an ordinance amending Article 1 Park Ordinance, Revising Section 1.09.011 "Penalties" to be Section 1.09.012 "Penalties", and Adding a New Section 1.09.011 "Variances". **M&C #2015-12-01-07 (M. Moritz)**
15. Discussion and possible action of approval of contract extension for San Antonio Pool Management, Inc. to provide management and maintenance services at The Leon Valley Community Swimming Pool for the 2016 pool regular and winter seasons. **M&C #2015-12-01-08 (M. Moritz)**
16. Discussion and possible action of the Roles and Responsibilities of the Mayor, City Council and City Manager. **M&C #2015-12-01-09 (K. Kuenstler)**

17. Presentation, discussion and possible action on a Proposed Body Armor Policy for the Leon Valley Police Department. **M&C #2015-12-01-10 (R. Wallace)**
18. Presentation, discussion and possible action of the Body Worn Digital Recording Systems Policy from the Police Department; and approval of Ordinance No. 15-029, a Budget Adjustment related to purchase Body Worn Digital Recorders for each Police Officer assigned to patrol. **M&C #2015-12-01-11 (R. Wallace)**
19. Discussion and possible action authorizing the City Manager to enter into an agreement with the City of Helotes for dispatch services. **M&C #2015-12-01-12 (K. Kuenstler)**
20. Discussion and possible action on Resolution No. 15-039R casting a vote by the City of Leon Valley City Council for the Bexar Appraisal District Board of Directors for 2016-2017. **M&C #2015-12-01-13 (S. Passailaigue)**
21. Discussion and possible action on submission of an application to Solar Host SA to provide solar energy to the municipal buildings within the City of Leon Valley. **M&C #2015-12-01-14 (K. Kuenstler)**
22. Discussion and possible action on a Preliminary Draft Town Hall Meeting agenda with a Final Draft Town Hall Meeting agenda set to come back to City Council on December 15th. **M&C #2015-12-01-15 (K. Kuenstler)**
23. City Manager's Report:
 - a) Department Reports
 - b) Approved Minutes from Boards, Commissions and Committees
 - c) Future Agenda Items:
 - Communication/Media Policy
 - Physical Fitness Policy
 - Call of the May 2016 General Election
 - Linkwood Sidewalk Discussion
 - Water and Sewer Rate Study
 - Brainstorming Work Session on Huebner Creek
 - d) Upcoming Important Events:
 - 27th Annual Breakfast with Santa, Community Center, December 5th from 8:00 a.m. until 10:30 a.m.
 - Holiday Tree Lighting Event, Community Center Grounds, December 7th from 6:30 p.m. until 8:30 p.m.
 - Staff Christmas Potluck Luncheon, Conference Center, December 8th at 11:30 a.m.
 - Beethoven Christmas Concert, Community Center, December 13th at 2:30 p.m.
 - Holiday Festival, Library and Community Center, December 13th
 - Town Hall Meeting, Conference Center, January 23, 2016 from 8:30 a.m. until 12:30 p.m.
 - City Closure, December 24th through January 1st in observation of the holidays (except for emergency personnel).
 - Holiday Library hours of operation:
 - December 24th -25th – Closed

- December 26th – Open 10am-2pm
- December 27th-28th – Closed
- December 29th – Open 10am-8pm
- December 30th – Open 10am-6pm
- December 31st – Open 10am-5pm
- January 1st - Closed
- January 2nd – Open 10am-2pm

24. Citizens to be heard.

25. Announcements by the Mayor and Council Members. At this time, reports about items of community interest, which no action will be taken may be given to the public as per Chapter 551.0415 of the Government Code, such as: expressions of thanks, congratulations or condolence, information regarding holiday schedules, reminders of social, ceremonial, or community events organized or sponsored by the governing body or that was or will be attended by a member of the Leon Valley City Council or a City official.

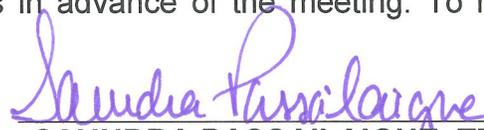
26. Adjournment.

Executive Session. The City Council of the City of Leon Valley reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the 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), and 551.087 (economic development).

Attendance by Other Elected or Appointed Officials: It is anticipated that members other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or take action on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

I hereby certify that the above **NOTICE OF PUBLIC MEETING(S) AND AGENDA OF THE LEON VALLEY CITY COUNCIL** was posted at the Leon Valley Public Library, 6425 Evers Road, Leon Valley, Texas, on November 25, 2015 at 10:00 a.m. and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at www.leonvalleytexas.gov. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To make arrangements, call (210) 684-1391, Extension 216.




SAUNDRA PASSAILAIGUE, TRMC
City Secretary



**CITY OF LEON VALLEY
CITY COUNCIL SPECIAL MEETING**

Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Monday, October 05, 2015

MINUTES

The City Council of the City of Leon Valley, Texas met on the 5th day of October, 2015 at the Leon Valley Conference Center located at 6421 Evers Road, Leon Valley, Texas for the purpose of the following business:

SPECIAL CITY COUNCIL MEETING

Mayor Riley called the Special City Council Meeting to order at 5:50 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Monica Alcocer, Benny Martinez and David Jordan. Council Member Carmen Sanchez was excused.

Also in attendance were:

City Manager Kelly Kuenstler, ACM/Human Resources Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Patrick Bernal, and Community Development Director Elizabeth Carol.

The City Council shall meet in Executive Session under Texas Government Code to discuss the following:

A. §551.074 *Personnel Matters* – The recent appointment of City Council Member Monica Alcocer to the City of Leon Valley Economic Development Corporation and issues and conflicts related to said appointment; and

B. §551.071 *Consultation with Attorney* – Contemplated litigation between MDLG & Company and the City of Leon Valley.

Mayor Riley read the item caption aloud and then the City Council went into Executive Session at 5:51 p.m.

Reconvene into Regular Session and take action on issues discussed in Executive Session if necessary.

The City Council reconvened into Open Session at 7:20 p.m. Mayor Riley announced that there would be no action for Item 2A and that the Council would be taking a five (5) minute recess before going onto Item 2B.

The City Council reconvened into Open Session at 7:25 p.m.

A motion was made by Council Member Benny Martinez and seconded by Council Member David Jordan, that the contract between MDLG & Company and the City of Leon Valley be revised, deleting paragraph 5; and revise the date of the Fall Festival to October 24th; and revise the last payment to November 2nd; all other provisions will remain. Upon a vote of four (4) for and none (0) opposed and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

Mayor Riley announced that this motion would cover Item 13 of Regular City Council Agenda as well. Item 13 read as: ***Discussion and possible action on the proposed revised agreement between MDLG & Company and the City of Leon Valley for Project Management of the Leon Valley Fall Festival. M&C #2015-10-05-04 (K. Kuenstler)***

Adjournment.

Mayor Riley announced the Special Executive Session adjourned at 7:27 p.m.

**CITY OF LEON VALLEY
CITY COUNCIL SPECIAL MEETING**
Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Monday, October 05, 2015

AGENDA

Mayor Riley called the Special City Council Meeting to order at 7:27 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Monica Alcocer, Benny Martinez and David Jordan. Council Member Carmen Sanchez was excused.

Also in attendance were:

City Manager Kelly Kuenstler, ACM/Human Resources Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Patrick Bernal, Community Development Director Elizabeth Carol, Public Works Director Melinda Moritz, Assistant Public Works Director David Dimaline and Assistant Police Chief Ray Lacy.

Mayor Riley reminded everyone in attendance that this is a "Special" meeting due to the date change which was made in an effort to allow City Council Members to participate with citizens for National Night Out which is October 6th.

Mayor Riley announced that Council Member Carmen Sanchez would not be in attendance this evening because she was awarded a fellowship through University Hospital and is in Chicago this week. Mayor Riley announced that Council Member Sanchez is excused.

Citizens to Be Heard and Time for Objections to the Consent Agenda

Mayor Riley asked if any of the Council Members wished to pull any item from the Consent Agenda for discussion. There being no item pulled the Mayor proceeded to citizens to be heard.

- Walter Geraghty, 7315 Ellerby Point, spoke about the American Legion Post 336 Walk with the Veterans where the guest will be the National Commander. The event will be held at 9:00 a.m. at Raymond Rimkus Park on October 31st.
- Vicki Jamvold, 7203 Poss Road, asked the City Council to assist her with a problem she is having with her neighbor and to “get things under control.”

CONSENT AGENDA

Approval of City Council Minutes. (S. Passailaigue)

a) September 01, 2015 Regular City Council Meeting

Discussion and possible action on the approval of bank signature cards and approval of a Resolution Amending the Authorized Representatives for Texpool. M&C #2015-09-29-02 (V. Wallace)

Discussion and possible action on the approval of an Ordinance Amending Chapter 13 Utilities, Article 13.11 Water Conservation and Drought Management, Sections 13.11.032, 13.11.073, 13.11.074 (A), (B), (C), (D), (3), and Adding a Section 13.11.074 (7) Use of Recycled Water. M&C #2015-10-05-03 (M. Moritz)

A motion was made by Council Member Monica Alcocer and seconded by Council Member Benny Martinez, to approve Consent Agenda Item #10 (September 01, 2015 City Council Minutes), Item #11 (Bank Signature Cards) and Item #12 (Ordinance No. 15-023) as presented. Upon a vote of four (4) for and none (0) opposed and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

Presentation honoring Sergeant Ruben Saucedo’s contributions and twenty-five (25) years of service to the City of Leon Valley.

Mayor Riley presented Sergeant Ruben Saucedo with a certificate of appreciation of his 25 years of service to the City of Leon Valley.

Presentation honoring Captain Oscar Valdez’ contributions and thirty (30) years of service to the City of Leon Valley.

Mayor Riley presented Captain Oscar Valdez with a clock in appreciation of his 30 years of service to the City of Leon Valley.

Proclamation declaring October, 2015, as “Fire Prevention Month” In Leon Valley. M&C #2015-09-29-01 (L. Valdez)

Mayor Riley presented a proclamation to Fire Chief Luiz Valdez and the Leon Valley Fire Department declaring October, 2015 Fire Prevention Month in the City of Leon Valley.

REGULAR AGENDA

Discussion and possible action on a presentation from MDLG & Company’s update on the Leon Valley Fall Festival. M&C #2015-10-05-05 (E. Carol)

Mike DeLaGarza gave a presentation on the Leon Valley Fall Festival. Mr. DeLaGarza will come back on October 20th to give another presentation on any updates.

Discussion and possible action to authorize the City Manager to Sign an Agreement between the San Antonio Water System (SAWS) and the City of Leon Valley for an Interconnection Between the SAWS and the City of Leon Valley Water Systems for the Purpose of Providing an Emergency Water Supply; and to Terminate the Existing Standby Water Service Contract for Emergency Service. M&C #2015-10-05-06 (M. Moritz)

Public Works Director Melinda Moritz presented this item seeking Council consideration to authorize the City Manager to sign a new agreement between San Antonio Water System (SAWS) and the City of Leon Valley, for the use of a water interconnection between both water systems for the purpose of providing an emergency supply of water, and to terminate the existing Standby Water Service contract for the connection on Huebner Road. The new interconnection will be located at the Grass Hill well site and needs to be operational before a new well is constructed. The City of Leon Valley and SAWS currently have an Agreement for the existing interconnection; however, based on current demand and topography of the City, it will provide water, but not adequate water pressure, to the outlying areas of our water system. This interconnection is to be removed and the contract terminated. As a part of the 2015 Municipal Well Project, a new interconnection is to be constructed along Bandera Road at the Grass Hill well site, to connect the SAWS 30” main to the City of Leon Valley’s water system. The water will be piped directly to the 750,000 gallon above ground storage tank. This will ensure redundancy in supplying water to our customers; for firefighting needs during an unexpected outage, and for use during the new well construction. City staff have met with SAWS staff to discuss both the current and proposed interconnect with the understanding that the existing interconnection will be removed and the new interconnection will be used in emergency cases only. Staff is recommending 1) to authorize the City Manager to sign an agreement between the San Antonio Water System (SAWS) and the City of Leon Valley for an Interconnection

between the SAWS and the City of Leon Valley Water Systems for the purpose of providing an emergency water supply; and 2) to terminate the current Standby Water Service Contract for Emergency Service for the connection on Huebner Road.

A motion was made by Council Member Monica Alcocer and seconded by Council Member David Jordan, to authorize the City Manager to sign an agreement between the San Antonio Water System (SAWS) and the City of Leon Valley for an Interconnection between the SAWS and the City of Leon Valley Water Systems for the purpose of providing an emergency water supply; and to terminate the current Standby Water Service Contract for Emergency Service for the connection on Huebner Road. Upon a vote of four (4) for and none (0) opposed and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

Discussion and possible action to consider Acceptance and Award of Bid, Authorizing the City Manager to sign a Contract with Pronto Sandblasting & Coating, and Any Change Orders, for the purpose of Constructing Detention Pond #2 (Aquarium), and Approve an Ordinance Authorizing a Budget Adjustment. M&C #2015-10-05-07 (M. Moritz)

Public Works Director Melinda Moritz presented this item for City Council consideration to award a bid and to authorize the City Manager to sign a contract with Pronto Sandblasting & Coating, and any change orders, for the purpose of constructing a detention pond behind 6320 Bandera Road; and approve an Ordinance authorizing a budget adjustment. This property, located at 6320 Bandera Road, was platted as Lincoln-Mercury Subdivision in 1986. At that time, detention ponds and other stormwater prevention devices were not addressed in the subdivision code. The owner was allowed to asphalt and concrete the entire lot without any provision for the tremendous amount of stormwater runoff coming from both Bandera Road and this property. The plat was approved by City Council, the buildings were constructed, and the Certificate of Occupancy was issued. Without any further replatting activity, there is no triggering mechanism to compel an owner to address stormwater runoff. This runoff affects Seneca Estates Unit 3 subdivision and unplatted properties along Huebner Creek. In 2012, as a part of negotiations with the owner, the owner agreed to pay the City \$125,000 for the construction of a detention pond to the rear of this property, to finally address this issue. The money was not placed into the Stormwater budget until FY '15. The site was cleared and surveyed, and bids were advertised for the actual construction.

Seven companies responded to the bid. Pronto Sandblasting & Coating is the lowest responsive bidder. Staff is recommending that City Council award the bid and authorize the City Manager to enter into a contract with Pronto Sandblasting & Coating, and any change orders, for the purpose of constructing a detention pond behind 6320 Bandera Road; and approve an Ordinance for a budget adjustment in the amount of \$66,500.

A motion was made by Council Member David Jordan and seconded by Council Member David Edwards, to accept and award the bid, authorizing the City Manager to sign a contract with Pronto Sandblasting & Coating, and any change orders, up to \$5,000 for the purpose of Constructing Detention Pond #2 (Aquarium), and Approve an

Ordinance Authorizing a Budget Adjustment. Upon a vote of three (3) for and one (1) opposed with Council Member Benny Martinez casting the opposing vote and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

Presentation, discussion and possible action on the cost of Service and Rate Design Study for the City of Leon Valley Water and Waste Water Utility. M&C #2015-10-05-08 (M. Moritz)

Public Works Director Melinda Moritz presented the item to present the Cost of Service Analysis for the City of Leon Valley Water/Wastewater Utility. The City hired NH Consulting to perform a cost of service and rate design study for the City's water and wastewater utility. The goal is to achieve a water and wastewater rate structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. As a component of the Study, City Staff identified necessary Capital Improvements for the water utility that include new water wells and associated improvements. NH consulting included this in their model, with the assumption that new debt would be issued in 2016, with the first payment due in 2017.

Discussion and possible action to authorize Southwest Engineers to Proceed With the Development of Two Water Wells and Related Equipment, for the 2015 Municipal Water Well Project, and Approve Related Budget Adjustment. M&C #2015-10-05-09 (M. Moritz)

Public Works Director Melinda Moritz reminded everyone that Southwest Engineers is the engineering firm that was awarded a contract to develop a new water well, with related equipment. After careful consideration of the site, existing conditions, and the water system life, they are recommending that the City drill two new wells, instead of one. The original plan was to drill one new well and line the two existing wells. The proposed well site at Grass Hill is too close to the existing well, resulting in the well having to be plugged and capped permanently. This will leave the City with one new well, pumping 2000 GPM (gallons per minute), and one lined well at 500 GPM. The average demand in 2014 was 694 GPM, with peak demand at 1388 GPM (1 million gallons per day, with peak daily demand at 2.1 million gallons per day). Public Works Director Moritz added that if the new well is hit by lightning or taken out of service for maintenance, the City will have to rely on the Huebner well at 500 GPM and the SAWS interconnect to provide enough water to service the entire City. Both existing wells are at the end of their productive life, at 45 and 52 years. As additional insurance, an alternate bid can be added for the lining of the Huebner well. This will provide further redundancy in the water system. The Council could consider funding that alternate at the time of bid award. This would provide the City with two new wells at approximately 4000 GPM, with an additional 500 GPM for emergency purposes. Staff recommends that City Council authorize Southwest Engineers to proceed with the development of two water wells and related equipment for the 2015 Municipal Water Well Project.

A motion was made by Council Member Monica Alcocer and seconded by Council Member Benny Martinez, to authorize Southwest Engineers to proceed with the

development of two (2) water wells and related equipment, for the 2015 Municipal Water Well Project, and approve related budget adjustment. Upon a vote of four (4) for and none (0) opposed and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

Discussion and possible action on the approval of a budget adjustment and related ordinance for funds received in the amount of \$40,427 from the Ambulance Supplemental Payment Program (ASPP), and for a new brush truck. M&C #2015-10-05-10 (L. Valdez)

Fire Chief Luiz Valdez presented by saying that the Fire Department was approved to participate in a federal program that assists in the reimbursement of funds expended in providing medical services to uninsured and under-insured patients to government medical providers. The final settlement amount for this program for fiscal year 2015 that was originally anticipated and reported to the City via the State was \$63,218. However, the last week of September the City was notified that the amount originally reported had been cut to \$40,427 through federal disbursement. These funds are for fiscal year 2015, but not received until fiscal year 2016. The Fire Department is requesting a budget adjustment in the amount of \$38,218 to purchase a brush truck from funds received through the ASPP. Staff is requesting that City Council approve the budget adjustment and related ordinance for the General Fund in the amount of \$38,218 to purchase a new brush truck.

A motion was made by Council Member Monica Alcocer and seconded by Council Member David Jordan, to approval of a budget adjustment and related ordinance for funds received in the amount of \$40,427 from the Ambulance Supplemental Payment Program (ASPP), and for a new brush truck. Upon a vote of four (4) for and none (0) opposed and with Council Member Sanchez absent, Mayor Riley announced the motion carried.

City Manager's Report:

- a) **Department Reports**
- b) **Approved Minutes from Boards, Commissions and Committees**
- c) **Upcoming Important Events:**
 - **National Night Out, October 6th**
 - **Moving Together - Senator Jose Menendez, October 8th from 6:00 - 7:30 p.m. at the Community Center**
 - **Fall Festival, October 24th**
 - **Coffee with the Mayor & Council, October 24th**
 - **Arbor Day, October 31st**

City Manager Kuenstler reminded everyone of the upcoming agenda items as well as upcoming City events.

Citizens to be Heard.

- Belinda Ealy, Park Committee will meet on October 13th at 6:00 p.m. at the big pavilion.

Announcements by the Mayor and Council Members.

Council Member Monica Alcocer asked Police Chief Wallace on how awards are given out for National Night Out.

Council Member David Jordan spoke on the Nigerian Church Anniversary event he attended.

Mayor Riley reminded everyone of the Pioneer Gala hosted by the Leon Valley Historical Society from 6:30 p.m. until 10:30 p.m. on October 16th. Tickets are \$40.00 per person.

Adjournment.

Mayor Riley announced the meeting adjourned at 10:16 p.m.

These minutes approved by the Leon Valley City Council on the 1st of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY



**CITY OF LEON VALLEY
SPECIAL CITY COUNCIL MEETING**
Leon Valley Fire Department Training Room
6300 El Verde Road, Leon Valley, Texas 78238
Monday, October 26, 2015

MINUTES

The City Council of the City of Leon Valley, Texas met on the 26th day of October, 2015 at the Leon Valley Fire Department Training Room located at 6300 El Verde Road, Leon Valley, Texas for the purpose of the following business:

SPECIAL CITY COUNCIL MEETING

Mayor Riley called the Special City Council Meeting to order at 5:51 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Carmen Sanchez, Monica Alcocer, Benny Martinez and David Jordan.

Also in attendance were:

City Manager Kelly Kuenstler, ACM/Human Resources Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Patrick Bernal, Community Development Director Elizabeth Carol, and Fire Chief Luis Valdez.

The City Council shall meet in Executive Session under Texas Government Code §551.071 *Consultation with Attorney* to discuss the following:

- a) Contemplated litigation between MDLG & Company and the City of Leon Valley.**

The City Council went into Executive Session at 6:01 p.m.

Reconvene into Regular Session and take action on issues discussed in Executive Session if necessary.

The City Council reconvened into Open Session at 7:36 p.m. No action was taken.

Adjournment.

Mayor Riley announced the meeting adjourned at 7:42 p.m.

These minutes approved by the Leon Valley City Council on the 1st of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

DRAFT



**CITY OF LEON VALLEY
SPECIAL CITY COUNCIL WORK SESSION**
Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Saturday, November 07, 2015 9:00 a.m.

MINUTES

The City Council of the City of Leon Valley, Texas met on the 7th day of November, 2015 at the Leon Valley Conference Center located at 6421 Evers Road, Leon Valley, Texas for the purpose of the following business:

SPECIAL CITY COUNCIL WORK SESSION

Mayor Riley called the Special City Council Meeting to order at 9:07 a.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Carmen Sanchez, Monica Alcocer, Benny Martinez and David Jordan.

Also in attendance were:
City Manager Kelly Kuenstler and City Secretary Sandra Passailaigue.

Citizens to be heard.

None

Discussion on the establishment of a Public Private Partnership between the City and the Leon Valley Historical Society with Volunteer Facilitator Mike DeLaGarza.

- a) Survey Results**
- b) Next Steps**

Mayor Riley welcomed everyone and introduced Facilitator Mike DeLaGarza who presented the survey results which he said would be submitted to the City in pdf to be posted to the website. Mr. DeLaGarza and the group discussed the next steps which included the future creation of a committee to work with the City Manager to develop a Memorandum of Understanding to be considered at a later date by the City Council. There was also discussion about ways of informing the public about the Public Private Partnership and what it would mean. This outreach would include a flyer in the next Lion's Roar as well as the January 2016 Town Hall Meeting to which Mr. DeLaGarza suggested the City should invite TxDOT to attend.

Adjournment

Mayor Riley announced the meeting adjourned at 11:30 a.m.

These minutes approved by the Leon Valley City Council on the 1st of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

DRAFT



**CITY OF LEON VALLEY
CITY COUNCIL SPECIAL MEETING**

Leon Valley Fire Department Training Room
6300 El Verde Road, Leon Valley, Texas 78238
Monday, November 16, 2015

MINUTES

The City Council of the City of Leon Valley, Texas met on the 16th day of November, 2015 at the Leon Valley Fire Department Training Room located at 6300 El Verde Road, Leon Valley, Texas for the purpose of the following business:

SPECIAL CITY COUNCIL MEETING

Mayor Riley called the Special City Council Meeting to order at 5:51 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Carmen Sanchez, Monica Alcocer, Benny Martinez and David Jordan.

Also in attendance were:

City Manager Kelly Kuentler and City Secretary Sandra Passailaigue.

SPECIAL CITY COUNCIL MEETING

The City Council shall meet in Executive Session under Texas Local Government Code §551.074 *Personnel Matters* to conduct and discuss the following interviews:

- **City of Leon Valley Economic Development Corporation Board:**
 - **5:40 p.m. – Larry Proffitt**
 - **6:00 p.m. – Joseph Nazaroff**
 - **6:20 p.m. – Marian Slaughter**
 - **6:40 p.m. – Gayle Monnig**
 - **7:00 p.m. – Joe Sanchez, Jr.**

The City Council went into Executive Session at 8:12 p.m.

At 6:40 p.m., Council Member David Edwards recused himself from Executive Session for the interview of Gayle Monnig. It was also noted that Joseph Nazaroff was unable not present due to a family emergency and that Joe Sanchez, Jr. was interviewed by application only.

Reconvene into Open Session and take action on issues discussed in Executive Session if necessary.

The City Council reconvened into Open Session at 8:12 p.m. No action was taken.

Adjournment

Mayor Riley announced the meeting adjourned at 8:12 p.m.

These minutes approved by the Leon Valley City Council on the 1st of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

DRAFT



**CITY OF LEON VALLEY
CITY COUNCIL SPECIAL AND REGULAR MEETING**

Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Tuesday, November 17, 2015

MINUTES

The City Council of the City of Leon Valley, Texas met on the 17th day of November, 2015 at the Leon Valley Conference Center located at 6421 Evers Road, Leon Valley, Texas for the purpose of the following business:

SPECIAL CITY COUNCIL MEETING

Mayor Riley called the Special City Council Meeting to order at 5:40 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Carmen Sanchez, Monica Alcocer, Benny Martinez and David Jordan.

Also in attendance were:

City Manager Kelly Kuentler, ACM/HR Director Crystal Caldera and City Secretary Sandra Passailaigue.

SPECIAL CITY COUNCIL MEETING

The City Council shall meet in Executive Session under Texas Local Government Code §551.074 *Personnel Matters* to conduct and discuss the following interviews:

- **City of Leon Valley Economic Development Corporation Board:**
 - **5:40 p.m. – Manuel Rubio**
 - **6:00 p.m. – Michael McCarley**

The City Council went into Executive Session at 5:41 p.m.

Reconvene into Open Session and take action on issues discussed in Executive Session if necessary.

The City Council reconvened into Open Session at 7:00 p.m. No action was taken.

Adjournment

Mayor Riley announced the meeting adjourned at 7:00 p.m.

REGULAR CITY COUNCIL MEETING

Mayor Riley called the Regular City Council Meeting to order at 7:01 p.m. and asked Council Member Carmen Sanchez to lead the Pledge of Allegiance.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Carmen Sanchez, Monica Alcocer, Benny Martinez and David Jordan.

Also in attendance were:

City Manager Kelly Kuentler, ACM/HR Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Patrick Bernal, Fire Chief Luiz Valdez, Police Chief Randall Wallace, Public Works Director Melinda Moritz, Assistant Public Works Director David Dimaline, Economic Development Director Claudia Mora, Community Development Director Elizabeth Carol and Communication Director Darrick Green.

Citizens to Be Heard and Time for Objections to the Consent Agenda.

Mayor Riley asked if any of the Council Members wished to pull any item from the Consent Agenda for discussion. There being no item pulled the Mayor proceeded to citizens to be heard.

- Roger Christiansen, Chairman of the Park Commission, reported that overall the Park Commission finds Raymond Rimkus grounds and facilities are in good condition.

There being no further citizen comments, Mayor Riley moved to the consent agenda.

CONSENT AGENDA

Approval of City Council Minutes. (S. Passailaigue)

a) September 15, 2015 Special/Joint/Regular City Council Meeting

A motion was made by Council Member Monica Alcocer and seconded by Council Member Benny Martinez, to approve Consent Agenda Item #7 (September 15, 2015 City Council Minutes) as presented. Upon a unanimous vote, Mayor Riley announced the motion carried.

REGULAR AGENDA

Presentation by Jess Swaim, P.E. of IDS Engineering Group on the Evers Road Huebner Creek Bridge.

Jess Swaim, P.E. and Jeff Cantu of IDS Engineering Group gave a presentation on the proposed Evers Road Huebner Creek Bridge project.

Mr. Swaim’s recommendation is to a) replace the existing arched pipes with 10-10ftx6ft boxes (Option 1); b) reduce channel bottom construction to avoid potential wetland area; and c) full road closure to reduce time and cost.

- Lyn Joseph, 6423 Trotter, spoke about the disturbance of the wetlands.
- Olen Yarnell, 7230 Sulky Ln., asked about the existing corrugated metal pipe being blocked and its overall condition.
- Al Uvietta, 6923 Sunlight Dr., spoke about the current flow of the water as it goes over the bridge verses the flow if the improvements are done.

City Attorney Patrick Bernal asked Mr. Swaim if his group had run an ACE HECK-RAS ANALYSIS and Mr. Swaim responded that yes they had.

Discussion and possible action on a design for the Evers Road Huebner Creek Bridge and authorize the City Manager to submit an application to the Alamo Area Metropolitan Planning Organization (MPO) for possible funding of the reconstruction of the bridge. M&C #2015-11-17-01 (M. Moritz)

Public Works Director Melinda Moritz presented this item to request City Council consideration of a design for the Evers Road Huebner Creek Bridge and to authorize the City Manager to submit an application to the MPO for possible funding of the reconstruction of the bridge. The new design effort establishes a bridge crossing that will allow for greater frequency storm event to pass under Evers Road on Huebner Creek. If approved, this design will be submitted to the MPO by December 1, 2015 for their FY 2017-2020 Surface Transportation Program – Metropolitan Mobility (STP-MM) Call for Projects. Public Works Director Moritz continued to say that in August of 2015, the City Council approved funding for a detailed cost estimate for a new bridge across Huebner Creek on Evers Road, to be submitted to the MPO for possible funding. The preliminary design has been completed and is now being presented by IDS Engineering, Inc. to the City Council for approval, in the form of two options. The application must be submitted to the MPO by the December 1, 2015 deadline. If approved by the MPO, the City would be responsible for paying 100% of the engineering costs and 20% of the construction costs. The MPO expects to announce their approval of projects by April 1, 2016. If the project is not funded by the MPO, the City will have to consider other funding mechanisms to repair the bridge, as it has deteriorated from the frequent flooding events.

The design and preliminary engineering were funded in FY 2015 at \$76,000.

Option	Const. Cost	City Portion	MPO Portion	Eng. Cost
Option #1	\$1,981,000	\$396,200	\$1,584,800	\$201,600
Option #2	\$2,237,000	\$447,400	\$1,789,600	\$221,700

Option #1 City total cost is \$597,800 and Option #2 City total cost is \$669,100.

Staff is recommending approval of Option #1 as the new design of the Evers Road Huebner Creek Bridge and to authorize the City Manager to submit an application to the MPO for possible funding the construction of the bridge.

A motion was made by Council Member Benny Martinez and seconded by Council Member David Jordan, to authorize the City Manager to submit the application to the Metropolitan Planning Organization (MPO) for Option 1 with bridge crossing. Upon a unanimous vote, Mayor Riley announced the motion carried.

Discussion on the Proposed Silo Park Development. M&C #2015-11-17-02 (M. Moritz)

Public Works Director Melinda Moritz gave a presentation on the Proposed Silo Park Development which included a timeline of events.

No action was taken.

Discussion and possible action on the development of an applicant, or authorized agent, attendance policy for all variances, appeals, and/or exceptions considered by the City Council. M&C #2015-11-17-03 (E. Carol)

Community Development Director Elizabeth Carol presented this item to provide an open and transparent public hearing process, applicants, or their authorized agents, who have requested a variance, appeal and/or exception from Leon Valley Code of Ordinance, should attend the City Council meeting. This is to ensure that the applicant is available during City Council discussion to respond to any questions or issues regarding their case. The new policy would state "The applicant, or authorized agent, must be present at the hearing to presents one's variance, appeal and/or exception. Otherwise, the City Council may deny or postpone the case." Community Development Director Carol concluded saying staff is recommending that the City Council adopt a policy requiring applicants, or their agents, attend City Council meetings.

A motion was made by Council Member Benny Martinez and seconded by Council Member Carmen Sanchez, to accept this policy. Upon a unanimous vote, Mayor Riley announced the motion carried.

Presentation, discussion and possible action on the City of Leon Valley Economic Development Corporation (LVEDC) Proposed Fiscal Year 2015-2016 Performance Measures. M&C #2015-11-17-04 (C. Mora)

Economic Development Corporation Director Claudia Mora presented the item in response to the City Council direction to the City of Leon Valley Economic Development Corporation (CoLVEDC) Board of Directors to develop performance measures to coincide with their proposed FY 2015-2016 budget. At their meeting on November 12th, the LVEDC Board of Directors approved the set of performance measures to be presented to City Council for their approval. At future Board meetings, the LVEDC plans to enhance the performance measures with objectives to be carried out during the fiscal year. CoLVEDC Director Mora presented these performance measures: 1. Develop, finance and implement an LVEDC economic

development plan; 2. Develop and submit quarterly and annual LVEDC status reports to the City Council; 3. Develop and submit annual LVEDC budget to City Council; 4. Monitor legislation and legislative proposals which could impact economic development; 5 Recruit new businesses and industries; and 6. Retain existing businesses and industries.

There was a discussion following the presentation.

A motion was made by Council Member David Jordan and seconded by Council Member Carmen Sanchez, to approve the Performance Measurement along with the City Manager's recommendation to approve the measures as they are with the exception of providing the board meeting minutes are made available within thirty (30) days of the meeting; and to amend Performance Measure #6 to make contact with percentage of twenty-five (25%) with existing businesses. Upon a unanimous vote, Mayor Riley announced the motion carried.

Presentation, discussion and possible action on the City of Leon Valley Economic Development Corporation (LVEDC) Proposed Fiscal Year 2015-2016 Budget. M&C #2015-11-17-05 (C. Mora)

Economic Development Corporation Director Claudia Mora presented the Proposed CoLVEDC budget for a sixty (60) day Fiscal Year 2015-2016 Budget.

A motion was made by Council Member Carmen Sanchez and seconded by Council Member David Jordan, to approve the Proposed CoLVEDC budget for a sixty (60) day Fiscal Year 2015-2016 Budget as presented. Upon a unanimous vote, Mayor Riley announced the motion carried.

Discussion and possible action on a dispatch partnership. M&C #2015-11-17-06 (K. Kuenstler, L. Valdez and R. Wallace)

City Manager Kelly Kuenstler presented this item for Council consideration to improve service delivery for the First Responders and citizens alike, along with budget savings; the City has evaluated agencies that provide emergency dispatch operations. City Manager Kuenstler along with the Fire Chief and Police Chief met with representatives from the City of Helotes, City of Balcones Heights, and Bexar County as part of this evaluation. This service delivery would include receiving and dispatching emergency calls for police, fire, and emergency medical services. Discussions included an overview survey followed by scoring of services by staff to include technology, staffing, training, and other services specific to each jurisdiction. Using the criteria provided the rankings, in order, were the City of Helotes, Bexar County, and the City of Balcones Heights.

A motion was made by Council Member David Jordan and seconded by Council Member Monica Alcocer, to authorize the City Manager to begin negotiations for an agreement with the City of Helotes for emergency dispatch services. The City Council voted four (4) for and one (1) opposed with Council Member Benny Martinez casting the negative vote. Mayor Riley announced the motion carried.

City Manager Kuenstler said she would bring back a proposed agreement at the December 1st or December 15th City Council meeting for consideration.

Discussion and possible action on the creation of a Public Private Partnership Committee. M&C #2015-11-17-07 (K. Kuenstler)

City Manager Kuenstler presented the item saying that City Council, the Leon Valley Historical Society and some citizens of Leon Valley met on November 7th to review results of a survey from September whereby the potential development of a Public Private Partnership was discussed in an effort to preserve the Huebner Onion House and surrounding area. Also in an effort to transform the area into a museum to attract visitors and as an economic development project for the City. The survey results were very favorable towards the development of this idea. This item is for the consideration of appointment of a small Public Private Partnership Committee to draft suggestions for the City Council in an effort to steer the direction of the potential partnership; to be steered but with the direction of the Council. City Manager Kuenstler's recommendation of the formation of a five (5) or seven (7) member, Council appointed committee to study the Public Private Partnership and to assist in an effort to further develop the Public Private Partnership.

A motion was made by Council Member Monica Alcocer and seconded by Council Member Benny Martinez, to appoint Council Member Benny Martinez, City Manager Kelly Kuenstler, two (2) Leon Valley Historical Society (LVHS) Board Members to be picked by the LVHS Board and two (2) citizens, Larry Proffitt and Olen Yarnell to the Public Private Partnership Committee. Upon a unanimous vote, Mayor Riley announced the motion carried.

Discussion and possible action authorizing the City Manager to develop a draft Memorandum of Understanding (MOU) for a Public Private Partnership between the City and the Leon Valley Historical Society. M&C #2015-11-17-08 (K. Kuenstler)

City Manager Kuenstler stated the initial formation of a Memorandum of Understanding between the City of Leon Valley and the Leon Valley Historical Society will not necessarily have a fiscal impact on the City of Leon Valley. The fiscal investment will be in the utilization of the City Manager's time in the drafting and development of a Memorandum of Understanding for presentation to the City Council and for citizen input. City Manager Kuenstler pointed out the connection with the City's Strategic Goals saying that the 2014 Update to the City of Leon Valley's 2010 Strategic Plan identified Economic Development as the first of seven major goals, with specific objectives being promoting business friendly practices; creating, reviewing & enforcing codes that impact economic development; promoting Leon Valley; creating & promoting a City Center and the reauthorization of street maintenance sales tax program. The development of a museum or tourist center at the Huebner Onion House location is in fact economic development and is in line with the 2010 Strategic Plan. City Manager Kuenstler's recommendation is that the City Council allows her to draft a Memorandum of Understanding between the Leon Valley City Council and the Leon Valley Historical Society for purposes of a baseline and discussion.

A motion was made by Council Member Benny Martinez and seconded by Council Member David Edwards, to allow City Manager Kelly Kuentler to draft a Memorandum of Understanding between the Leon Valley City Council and the Leon Valley Historical Society for purposes of a baseline and discussion. Upon a unanimous vote, Mayor Riley announced the motion carried.

Discussion and possible action on a Holiday Festival on December 13th. M&C #2015-11-17-09 (K. Kuentler)

City Manager Kuentler mentioned that this item is a follow up from the November 3rd City Council meeting and that she has negotiated new terms for the rescheduling of the 2015 Fall Festival that was cancelled due to rain. This is an effort to create a 2015 Holiday Festival in conjunction with the Beethoven Christmas Concert. City Manager Kuentler is requesting that City Council allow her and the Community Development Director to proceed with the development of a 2015 Winter Festival in conjunction with MDLG & Associates. There should be no fiscal impact as the budget set aside for the 2015 Holiday Festival.

A motion was made by Council Member Monica Alcocer and seconded by Council Member David Edwards, to approve the Holiday Festival on December 13th to replace the Fall Festival and the funds from the Fall Festival be used for the Holiday Festival. Upon a unanimous vote, Mayor Riley announced the motion carried.

Discussion and possible action on the planning of the January 2016 Town Hall Meeting. M&C #2015-11-17-10 (K. Kuentler)

City Manager Kuentler mentioned that this item is to determine whether or not the City Council and the public want to have a moderator for the 2016 Town Hall Meeting. If the Council determines that a moderator is warranted then the City Manager Kuentler recommends Dr. Francine Sanders Romero who is the Associate Dean with the University of Texas at San Antonio and who has acted as the Town Hall moderator for the City of San Antonio. City Manager Kuentler is also seeking potential items of discussion for the Town Hall Meeting agenda so that a meaningful and responsive agenda may be created.

Mayor Riley said that VIA Transit has once again offered the “clickers” to allow citizens to vote on the items of discussion. Mayor Riley also strongly supported having a moderator. Mayor Riley and members of City Council asked that the following items be on the agenda: Public Private Partnership Committee presentation, Emergency Preparedness, Police Awareness, Forest Oaks Pool, Home Rule Charter, Leon Valley Public Library Five Year Strategic Plan, Evers Road Bridge update and Hike and Bike Trail Design. All other items of interest should be sent to the City Manager which she will bring back for consideration at the December 15th City Council meeting.

A motion was made by Council Member Monica Alcocer and seconded by Council Member David Jordan, to allow the City Manager to contract with Dr. Francine Sanders Romero as the moderator for the January 2016 Town Hall Meeting and to collect topics of discussion at said

meeting and bring back to the December 15th Council meeting for review. Upon a unanimous vote, Mayor Riley announced the motion carried.

City Manager's Report:

a) Department Reports

b) Approved Minutes from Boards, Commissions and Committees

c) Future Agenda Items:

- **Water and Sewer Rate Study**
- **Evers Road Sidewalk Funding**
- **Potential Park Ordinance Amendment –Variance Process**
- **Call of the May 2016 General Election**
- **Naming of rooms at the Leon Valley Public Library**

d) Upcoming Important Events:

- **City Closure, November 26th and 27th in observation of the Thanksgiving Holiday**
- **27th Annual Breakfast with Santa, Community Center, December 5th from 8:00 a.m. until 10:30 a.m.**
- **Holiday Tree Lighting Event, Community Center Grounds, December 7th from 6:30 p.m. until 8:30 p.m.**
- **Beethoven Christmas Concert, Community Center, December 13th at 2:30 p.m.**
- **Holiday Festival, Library and Community Center, December 13th**
- **Town Hall Meeting, Conference Center, January 23, 2016 from 8:30 a.m. until 12:30 p.m.**

City Manager Kuenstler reminded everyone of the upcoming agenda items as well as upcoming City events.

Citizens to be Heard.

- Belinda Ealy, Texas Recycling Day that was held on November 15th was a success.

Announcements by the Mayor and Council Members

Council Member Carmen Sanchez attended the Health, the Environment at the Harry B. Gonzales Convention Center where she said she learned so much.

Council Member Monica Alcocer thanked everyone for coming to the meeting tonight and for staying to the end.

Council Member Benny Martinez announced the next Leon Valley Area Chamber of Commerce meeting to be held on November 18th at Grady's Barbeque on Bandera.

Council Member David Jordan attended an event for Veterans Day at Leon Valley Elementary School on behalf of American Legion Post 336 and as a Leon Valley citizen.

Mayor Riley attended Career Day at Leon Valley Elementary School on November 13th and had a great time. Mayor Riley also said that she and City Manager Kuenstler met with TxDOT regarding improvement plans to Bandera Road and to set a meeting for stakeholders at the Leon Valley Community Center. More information on this meeting will be sent out as it develops. Lastly, Mayor Riley wished everyone a happy Thanksgiving.

Adjournment.

Mayor Riley announced the meeting adjourned at 10:51 p.m.

These minutes approved by the Leon Valley City Council on the 1st of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-01**
TO: Mayor and Council
FROM: Elizabeth Carol, Community Development Director
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Consideration and approval of a waiver for the deposit and rental fees related to the use of the Leon Valley Community Center as requested by Representative Justin Rodriguez for a Holiday Party for House District 125.

PURPOSE

Representative Rodriguez has submitted a written request (*attached*) to the Mayor and City Council for their consideration to host a Holiday Party for House District 125 on December 15, 2015 at the Leon Valley Community Center and to waive Fees for the use of City Facilities.

The event is open to the public at no charge, and is specifically targeting residents in the greater Leon Valley area. Representative Justin Rodriguez has reserved the Leon Valley Community Center on December 15, 2015 from 4:30 to 10:30 pm. Representative Rodriguez has requested the use of the Leon Valley Community Center to hold their annual Holiday Party and to provide a brief summary of the work done in the district.

Representative Rodriguez is requesting that the fees be waived. The City's pricing list for the Leon Valley Community Center is attached for the Council's reference.

FISCAL IMPACT

The fiscal impact is dependent on the City Council's action on this request. If authorized, the final impact will be on the Community Center Fund to the extent to be determined by the City Council. The current rental rate for the Leon Valley Community Center

\$200.00	Cleanup Fee
\$132.00	Security Fee (\$22.00 per hour X6)
\$400.00	Deposit
\$250.00	Rental Fee
\$ 30.00	Microphone
<u>\$150.00</u>	Projector/Screen
\$1162.00	Total

RECOMMENDATION

The recommendation is that the City Council authorizes the City of Leon Valley to work with Representative Rodriguez request to host to hold their annual Holiday Party and to provide a brief summary of the work done in the district on December 15, 2015 from 4:30 to 10:30 pm. at the Community Center.

Staff recommends that the following charges be paid:

\$200.00	Cleanup Fee
<u>\$132.00</u>	Security Fee (\$22.00 per hour X6)
\$332.00	

Staff recommends that the following fees be waived:

\$400.00	Deposit
\$250.00	Rental Fee
\$ 30.00	Microphone
<u>\$150.00</u>	Projector/Screen
\$830.00	

S.E.E. LEON VALLEY

Social Equity – To promote a superior quality of life by providing events and amenities that encourage a sense of community.

Economic Development – To provide a diverse and versatile business environment that supports a healthy economy by attracting viable businesses and patrons.

Environmental Stewardship – To promote responsible environmental stewardship by providing and encouraging the use of recycling containers.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

REPRESENTATIVE JUSTIN RODRIGUEZ

— District 125 —

November 10, 2015

Leon Valley City Council
6502 Bandera Rd., Suite 112
Leon Valley, TX 78238

Dear Council Members:

I would like to request a waiver of the rental fees for my reservation of the Leon Valley Community Center on Tuesday, December 15, 2015, from the hours of 4:30 pm to 10:30 pm. In addition to the use of the community center, I would like to request use of the audio, video features, set up of a stage for a band and possible area for a dance floor.

I hope to use the facility to hold our annual Holiday Party for the residents of House District 125 and for those we've helped over the course of the past year. I plan to have a band, serve food with non-alcoholic beverages, and provide a brief year in summary of all the work done in our district. I anticipate an attendance of around three hundred people.

Thank you for considering my request and for your continued support. Should you need additional information on this event, please contact Cynthia Chapa in my district office at (210) 521-7100.

Sincerely,



Justin Rodriguez
State Representative
District 125



Leon Valley Community Center Rates

6427 Evers Road, Evers @ Poss Road 1.5 miles outside Loop 410
Community Center Attributes

- ◆ 4,000 square feet
- ◆ 300-person capacity
- ◆ 22- 60" round tables, 44- 8' long tables and 300 chairs
- ◆ Alcohol allowed; TABC permit required to sell
- ◆ Ice machine
- ◆ Large Kitchen
- ◆ Bathrooms, water fountain
- ◆ Ceiling fans
- ◆ Loft windows-limited natural light
- ◆ Cement floors and Platform stage
- ◆ Audio system available (additional fee)
- ◆ Open: Monday-Friday, 3:00 p.m.-12:00 midnight
Saturday-Sunday, 8:00 a.m.-12:00 midnight

Fee Classifications

Private- Functions not open to the general public, such as weddings, family reunions, anniversaries, birthdays, debuts, receptions.

Civic- Non-profit organizations that possess *IRS Determination Letter* and a *Tax-Exempt* status, hosting events such as meetings, celebrations, fund-raising and educational seminars.

RATES

DAY	RENT		DEPOSIT		CLEANUP	SECURITY
	<i>Private</i>	<i>Civic</i>	<i>Private</i>	<i>Civic</i>	<i>Both</i>	<i>Both</i>
Monday - Thursday	\$400 R	\$200 R	\$400.00	\$ 250.00	\$200.00*	\$22.00/hr**
	\$450 NR	\$250 NR				(per security guard)
Friday	\$700 R	\$700 R	\$400.00	\$ 250.00	\$200.00	\$22.00/hr
	\$750 NR	\$750 NR				
Saturday	\$800 R	\$800 R	\$400.00	\$ 250.00	\$200.00	\$22.00/hr
	\$850 NR	\$850 NR				
Sunday	\$600 R	\$200 R	\$400.00	\$ 250.00	\$200.00	\$22.00/hr
	\$650 NR	\$250 NR				

- ◆ Rent includes ten (10) hours usage (hourly security fee per hours used is an additional charge).
- ◆ Hours in the building can be split into two time periods in the day, with a minimum of two hours per time period.
- ◆ Deposit is required to reserve date.
- ◆ This deposit is held until the completion of an event, and will be returned by mail no later than 30 days if there are no damages or violations of the *Lease Agreement*.

* **Civic Meeting Rate Discount:** Effective, August 5, 2008, The City of Leon Valley will no longer offer Civic Meeting Rate discounts for clean-up.

** **Certain events may require additional security.** Call for more information.

For information, contact Sylvia Gomez , 684-1391 ext. 225
Reservations made at, 6400 El Verde Rd.
Office Hours M-Th 7:30 AM– 5:30 PM, Friday 7:30 AM – 11:30 AM

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-02**
TO: Mayor and Council
FROM: Elizabeth Carol, Community Development Director
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Discussion and presentation from MDLG & Company's update on the Leon Valley Holiday Fest.

PURPOSE

This item was placed on the City Council agenda to provide an update on the Leon Valley Holiday Fest.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

2015

Leon Valley Holiday Fest

December 01, 2015
City Council Presentation



MAKE MERRY IN LEON VALLEY!

The 2015 Leon Valley Holiday Fest!

- Food, drink, games and fun activities
- Arts & Crafts vendors for unique gift opportunities
- Train Rides for the kids
- Face Painting
- Storytelling in the library
- And Santa Claus!
- Musical guests include
 - * *Beethoven Band*
 - * *Jennifer Felan*
 - * *Allan Hendrickson*

And our headliner -- Augie Meyers!

Sunday, December 13, 2015

1 pm to 7 pm

Leon Valley Community Center

6427 Evers Road

Leon Valley, Texas

FREE AND OPEN TO ALL!

(No outside food or beverages will be allowed)

FOR MORE INFORMATION VISIT

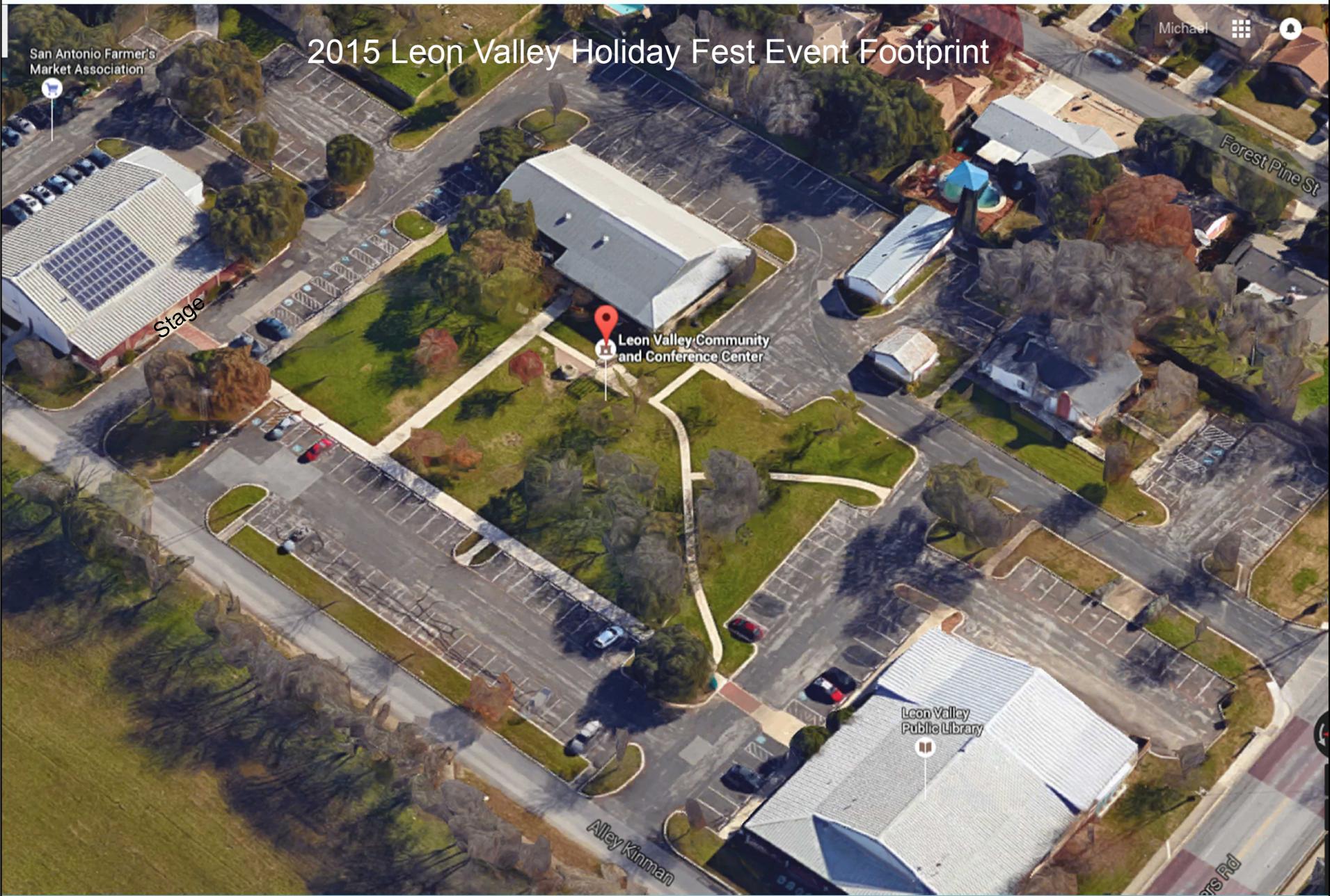
WWW.LEONVALLEYHOLIDAYFEST.COM

OR CALL 210-373-6108

Proudly Sponsored by



2015 Leon Valley Holiday Fest Event Footprint



San Antonio Farmer's
Market Association

Stage

Leon Valley Community
and Conference Center

Leon Valley
Public Library

Alley Kinman

Forest Pine St

795 Rd

Michael

Stage Entertainment Schedule

- 1 pm – Jennifer Felan
- 2 pm – Allan Hendrickson, Jr.
- 3 pm – Beethoven Band
- 4 pm – Merrie Court Singers
- 5:30 pm – Augie Meyers

Entertainment Attractions

- Library Story-telling
- Face Painting
- San Antonio Aquarium participation
- Austin Oddities (street performers)
- Arts & Crafts
- Holiday-themed choo-choo train
- Bounce House
- Santa Claus (participating in an opening parade ride down Poss Road to begin the festivities)

Food, Drink and Fun Choices

- Food Offerings
- Games
 - Bandera Bowling Game
 - Face Painting
 - Elite Care Game Giveaways
 - San Antonio Aquarium Reptile Petting Zoo
- Beer, wine and soda booths
 - Portion of proceeds to support event costs

Media

- Ancira LED sign
- Website – www.leonvalleyholidayfest.com
- Facebook promotion
- Twitter/Instagram
- Helotes Echo advertisements
- Robo-calling into Leon Valley community
- Press Advisory issued to print/radio media
- Television coverage

Logistics

- Positioning on the courtyard and in the Conference Center
- Library participation
- Parking lot arrangements
- Event Move-in December 12th
- Event day December 13th
- Move-out December 13th/14th

Questions?

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-03**

TO: Mayor and Council

FROM: Saundra Passailaigue, City Secretary

THROUGH: Kelly Kuentler, City Manager

SUBJECT: Consideration of Resolution No. 15-038R appointing members to the City of Leon Valley Economic Development,

PURPOSE

This item was placed on the City Council agenda at the request of Mayor Chris Riley pursuant to Resolution No. 15-012R.

FISCAL IMPACT

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

**LVEDC Board Appointments
As of November 23, 2015**

LVEDC Board Place	Current Board Member	Officer	Term Start	Term End
1	Joe H. Sanchez, Jr.	Secretary	16-Jun-14	30-Sep-15
2	David Jordan		30-Sep-15	30-Sep-16
3	Patty Manea		18-Aug-15	30-Sep-17
4	Monica Alcocer		15-Sep-15	30-Sep-16
5	Mike McCarley	Treasurer	1-Oct-13	30-Sep-15
6	Stephen Ynostrosa	President	18-Aug-15	30-Sep-16
7	VACANT			

Board Places 1, 3, 5, and 7 have terms which expire September 30, 2015 -- or until they are reappointed or replaced.

Board Member Manea extended to full 2-year term on 09/29/15. (Place 3)

Board Places 1, 5 and 7 are up for appointment/reappointment.

Updated 09/30/15.

Cmora

A RESOLUTION OF THE CITY OF LEON VALLEY CITY COUNCIL APPOINTING MEMBERS TO THE CITY OF LEON VALLEY ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, The City of Leon Valley deemed it necessary to create boards, commissions and committees composed of volunteers from the community to perform specific functions for the City.

WHEREAS, these boards, commissions and committees are invaluable to the City Council for their expertise, insight, and dedication to the City of Leon Valley.

WHEREAS, the City Council of Leon Valley empowers these boards, commissions and committees to make decisions affecting the citizens and the future of the City.

WHEREAS, the individuals currently filling the boards, commissions and committees have performed admirably and honestly for the benefit of the City of Leon Valley and its citizens.

WHEREAS, the City Council formally appoints and sets the term for the following individual to their respected board or commission:

Place 1 - _____

Place 5 - _____

Place 7 - _____

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS:

That the appointments of the aforementioned individual to their respected board, commission or committee and term for each individual become effective immediately.

PASSED AND APPROVED by the City Council of the City of Leon Valley this the 1st day of December, 2015.

A P P R O V E D

CHRIS RILEY
MAYOR

Attest: _____
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: _____
PATRICK BERNAL
City Attorney

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-04**
TO: Mayor and Council
FROM: Sandy Underwood, Library Director
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Approval of Naming Rooms in Library as recommended by Board of Trustees of the LVPL

PURPOSE

Peggy Bissett was the first employee of the Leon Valley Public Library over 30 years ago. After her retirement, her dedication to the library continued as evidenced by her involvement with the Friends Group as well as participation in the Trustee Board of the Library until her passing. In Peggy's honor as the first employee, the Board would like to name the library meeting room, **THE PEGGY BISSETT MEETING ROOM.**

Joyce Trent was the first Librarian of the Leon Valley Public Library and her vision of a children's wing became reality in 2013. Her creativity and design of Library operation made the library a widely recognized (as evidenced by numerous awards) and essential community resource. Joyce was responsible for the original library design that included footprints for two expansions, the first being the current Young Adult and Archives area, the second the Children's Wing. Through grants, she raised significant funds that contributed to the construction and the majority of the furnishings, décor, and overall welcoming and learning atmosphere for children. In Joyce's honor, the Board would like to name the children's wing, **THE JOYCE MILLER TRENT CHILDREN'S WING.**

SEE LEON VALLEY

Social – Recognizing the collaborative efforts of long time residents and their involvement in a public place that benefits the entire community.

Economic – N/A

Environmental – N/A

FISCAL IMPACT

Approximately \$300 for plaques to commemorate.

STRATEGIC GOALS

The room naming directly relates to the Strategic Plan Goal #6 of Citizen Involvement. These citizens were heavily involved in the community, both being employed by the city as well as going the “extra mile” to be sure citizens receive as much as they can from their public library.

RECOMMENDATION

The LVPL Trustee Board recommends that the Council approve the rooms being named in honor of those that have given above and beyond, contributed to the betterment of the entire community thru the excellence of the LVPL.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

AN ORDINANCE 2013-10-14-03

AMENDING THE LEON VALLEY CODE OF ORDINANCES CHAPTER 1, "GENERAL PROVISIONS," ARTICLE 1.01, "CODE OF ORDINANCES," TO ADD SECTION 1.11, "MEMORIAL NAMING/RENAMING OF CITY STREETS AND FACILITIES," AND AMENDING APPENDIX A, "FEE SCHEDULE," AND TO AMEND ARTICLE A.2.000, "ADMINISTRATIVE FEES," TO ADD SEC. A2.012, "MEMORIAL NAMING/RENAMING APPLICATION AND CONSIDERATION FEE" TO ESTABLISH A POLICY AND PROCEDURE FOR REQUESTING MEMORIALIZATION OF CITY STREETS AND/OR FACILITIES

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

1. "Article 1.11 Memorial Naming/Renaming of City Street and Facilities is hereby amended as follows:

Sec. 1.11.001 Definitions

Facility. Shall mean anything that is built, constructed, installed, grown, or established to perform or be used for a particular function or to serve or facilitate some particular purpose. This shall include but not be limited to recreational and sports buildings and areas, community centers, fire and police stations, office building, theaters, parks, hiking or nature trails, refuges, convention centers, bridges, fountains, monuments, gardens, or gazebos.

Street. Shall mean any public highway or road within the city limits.

Significant reason. Shall mean a thoughtful, important, notable, or meaningful explanation or justification for action.

Sec.1.11.002 Renaming of City Streets or Building Name Designation

No streets or buildings shall be memorialized or renamed within the limits of the city until the name for said street or building has been approved by the city council.

Section 1.11.003 Exclusions

This section shall not apply to street names as approved as part of new residential or commercial building projects or subdivisions (see Article 3.10 "Streets and Sidewalks," Section 3.10.001 for requirements).

Sec. 1.11.004 Choice of names

- (a) In all cases, the name choice should reflect and be appropriate for the street or building proposed for renaming or naming. The name choice shall also reflect the

street or facility's location, character, and history in the context of the City of Leon Valley.

- (b) If the name is to honor a living person, caution should be exercised to ensure that the person is of such a character that the name shall still hold honor upon that person's death.
- (c) Although the choices for a name are unlimited, names generally should be chosen to reflect:
 - (1) The location, geographical area or feature;
 - (2) Names which memorialize nations or state leaders or figures;
 - (3) Names which memorialize Leon Valley local leaders or persons;
 - (4) Mascots or characters of folklore and fiction;
 - (5) Events or dealings of historical significance;
 - (6) Ideals or goals both nationally or locally;
 - (7) Facilitator or benefactors of property, streets or facilities; or
 - (8) Traditional names which reflect the type of facility and its number, division and/or precinct.
- (d) Significant reasons for renaming a street include the following:
 - (1) to establish continuity of a street name;
 - (2) to eliminate duplication of name spelling phonetics
 - (3) to correct a misspelling;
 - (4) to enhance the ease of arriving at a location;
 - (5) for consistency with the street numbering system;
 - (6) to provide necessary roadway designation, including "street," "road," "lane," "circle," "drive," or "boulevard";
 - (7) to honor a person, place, institution, group, entity, or event; or
 - (8) to enhance a neighborhood area by way of association of the street name with the location, characteristics and historical significance.

- (e) Significant reasons for naming City building or facilities include, but are not limited to, the honoring of a person(s), a place, an institution, group, entity, or event/special event.

Sec. 1.11.004 Application For Naming/Renaming

- (a) Application shall be made to the Office of the City Secretary specifying the street renaming request. The process may be initiated by any of the following parties:

- (1) A member of the Leon Valley City Council;
- (2) The City Secretary, if it is determined that the street name change is in the best interest of the health, safety, welfare, and public convenience of the citizens of the City of Leon Valley;
- (3) A group, agency, business or owner of property located in the subject street; or
- (4) An officer or authorized representative of a government subdivision, agency, or department.

- (b) Fees shall be rendered as prescribed in accordance with the Leon Valley City Code, Appendix A, "Fee Schedule," Article A2.000, "Administrative Fees," new Sec.A2.012, for street and facility naming or renaming.

- (c) A thirty (30) day comment period must occur prior to City Council consideration.

- (d) Setting the proposed date of City Council consideration shall cause notice to be served:

- (1) By mail to all residents or businesses within a two-hundred (200) foot radius of the facility to be named or renamed; or
- (2) By mail to all residents, businesses and owners of the properties on the street to be named;
- (3) By public service announcement, press releases, or other appropriate community bulletins to the entire city.

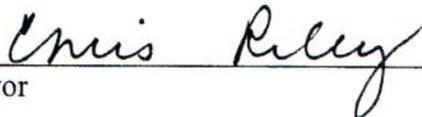
2. "Appendix A, "Fee Schedule," Article A2.000, "Administrative Fees," is hereby amended to include:

Sec. A2.012, "Memorial Naming/Renaming Application and Consideration Fee:

- (a) Application and Consideration: \$1,000.00.
- (b) Costs associated with the manufacturing and placement of the signs is the responsibility of the requestor.

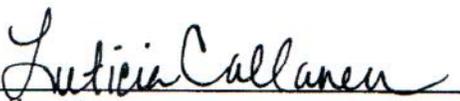
3. Violation of these articles shall be punishable by a fine of up to five hundred dollars (\$500.00), unless some other fine is specifically prescribed for a particular violation.
4. That this ordinance shall be cumulative of all provisions of the City of Leon Valley, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.
5. That it is hereby declared to be the intention of the City Council of the City of Leon Valley that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.
6. That all rights and privileges of the City of Leon Valley are expressly saved as to any and all violations of the provision of any Ordinances affecting the substance of this Ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued at the time of the effective date of this Ordinance; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.
7. This ordinance shall become effective on and after its passage, approval and publication as prescribed by law.

PASSED and APPROVED this 14th day of October, 2013.



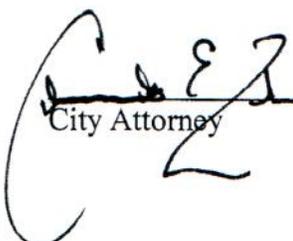
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney



MAYOR AND COUNCIL COMMUNICATION

M&C #2013-10-14-13

DATE: October 14, 2013

TO: MAYOR AND CITY COUNCIL

FROM: Manuel Longoria, Jr., City Manager

SUBJECT: AMENDING THE LEON VALLEY CODE OF ORDINANCES CHAPTER 1, "GENERAL PROVISIONS," ARTICLE 1.01, "CODE OF ORDINANCES," TO ADD SECTION 1.11, "MEMORIAL NAMING/RENAMING OF CITY STREETS AND FACILITIES," AND AMENDING APPENDIX A, "FEE SCHEDULE," AND TO AMEND ARTICLE A.2.000, "ADMINISTRATIVE FEES," TO ADD SEC. A2.012, "MEMORIAL NAMING/RENAMING APPLICATION AND CONSIDERATION FEE" TO ESTABLISH A POLICY AND PROCEDURE FOR REQUESTING MEMORIALIZATION OF CITY STREETS AND/OR FACILITIES

PURPOSE

This proposed ordinance establishes a new section in the City Code and a policy for reviewing and considering requests by individuals and businesses for the renaming of existing City Streets or Facilities.

In order to ensure that an efficient and timely process be followed for addressing requests for changing the name of a city street, staff has developed a policy and application process to be implemented upon City Council approval. This policy aligns with the 2013-2014 Strategic Goals by aligning City resources to meet City Council objectives and expectations, and pursuing revenue to enhance City operations.

Establishing a fee for this new policy requires that the City Code be amended in accordance with the Leon Valley City Code, to insert Appendix A, "Fee Schedule," Article A2.000, "Administrative Fees," new Sec.A2.012, for street and facility naming or renaming. The fee will consist of a non-refundable application processing fee of \$1,000.00 which is intended to allow the City to recoup some costs associated with administrative costs, such as printing and postage required for the notification process and installation by City crews. The applicant, unless it is a request of the City of Leon Valley, will be responsible for paying all necessary application fees at the time of submission to the City Secretary.

The procedure developed will require individuals requesting a change to the name of a City street or add a memorial designation to a street or City Facility, must file an application with the City Secretary. Once an application is received, the City Secretary will determine if the application is complete or incomplete within 10 business days of the date of receipt of the application and associated fees. If the application is deemed complete, a technical review process and appropriate due diligence will be initiated in close coordination with the Community Development Department. Staff within the Community Development Department will be available to provide assistance to applicants in order to guide them through the process.

As part of the City's due diligence, a 30 day public comment period will be initiated prior to the request being placed on a future City Council meeting agenda full Council consideration.

FISCAL IMPACT

Currently, there is not a fee schedule or an existing standard policy associated with renaming city streets or facilities. This action would constitute a new fee for the City in the amount of \$1,000 per application, and requires the applicant to provide necessary costs for the manufacturing of the proposed signage, thus minimizing impacts to the Adopted Budget.

RECOMMENDATION

Staff recommends approval of this ordinance to establish a policy and procedure that will provide guidance for the process of renaming streets and facilities, and also enables the City to recover some of the incurred costs during a renaming process. This proposed policy and Code amendment provides an efficient and thorough process to follow by City staff and applicants.

S.E.E. IMPACT STATEMENT

These policies addresses S.E.E. impact statements related to Social Equity and Economic Development by providing fair and prompt procedures to address requests by individuals or businesses for street or facility name changes that would ultimately enhance the appearance of City structures, while ensuring that a clear public process is utilized.

Social Equity – The creation of a policy and procedural/operational process creates a fair environment for application.

Economic Development – Initiating standards for street and building memorialization can have a positive effect on economic development if utilized in the correct contexts.

Environmental Stewardship – Signage should not have an adverse impact on the environment and this policy will help to ensure this goal.

APPROVED: _____ ✓ _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS: _____

ATTEST:

Leticia Callanen
Leticia Callanen, Interim City Secretary

Naming of Library Rooms

City Council Meeting

December 1, 2015

Purpose, Background, Supporting Information

Name library meeting room:

THE PEGGY BISSETT MEETING ROOM

- First employee of the Leon Valley Public Library over 30 years ago.
- After her retirement, her dedication to the library continued as evidenced by her involvement with the Friends Group as well as participation in the Trustee Board of the Library until her passing.

Purpose, Background, Supporting Information

Name Children's Wing:

THE JOYCE MILLER TRENT CHILDREN'S WING

- First Librarian of the Leon Valley Public Library and her vision of a children's wing became reality in 2013.
- Her creativity and design of Library operation made the library a widely recognized (as evidenced by numerous awards) and essential community resource.
- Responsible for the original library design that included footprints for two expansions, the first being the current Young Adult and Archives area, the second the Children's Wing.
- Through grants, she raised significant funds that contributed to the construction and the majority of the furnishings, décor, and overall welcoming and learning atmosphere for children.

FISCAL IMPACT

Approximately \$300 for plaques to commemorate.

SEE LEON VALLEY

Meets the Social Equity Standard by recognizing the collaborative efforts of long time residents and their involvement in a public place that benefits the entire community.

STRATEGIC GOAL STATEMENTS

- Goal #6 - “Citizen Involvement”
Naming the meeting rooms would recognize citizen involvement and be an inspiration to others.
- Goal #7 - “Parks, Recreational Green Space and Cultural Opportunities”
Bringing attention to the spaces in the library would also bring attention to the cultural opportunities the library presents in those spaces.

NEXT STEPS

- Contact honorees and families to inform them of the decision.
- Order plaques.
- Coordinate event to officially dedicate spaces.

RECOMMENDATION

The Leon Valley Public Library Board of Trustees recommends that the council approve the naming of the following spaces in the library:

- The meeting space: THE PEGGY BISSET MEETING ROOM

The Children's Wing: THE JOYCE MILLER TRENT CHILDREN'S WING

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-05**
TO: Mayor and Council
FROM: Elizabeth Carol, Community Development Director
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Consideration and action authorizing the City Manager to enter into an agreement with the American Textile Recycle Service (ATRS) to allow three (3) recycling donation boxes for five (5) years and for ARTS to provide the City of Leon Valley .02 cents per pound.

PURPOSE

In 2011 the City entered into an agreement to allow American Textile Recycle Service (ATRS) to have one (1) donation station on El Verde Road, across the street from City Hall. The box was removed earlier this year and ATRS has recently requested to negotiate a new contract and install three new boxes in the community at the following locations:

- Community and Conference Center, 6427 Evers Road
- City Hall Complex 6400 El Verde Road
- Public Works, 6429 Evers Road

The current Zoning Permitted Use Table does not include a use on behalf of “unattended donation stations”. The closest use would be an “attended donation station” which is only allowed outright in the I-1 (Light Industrial District) and requires a Specific Use Permit (SUP) in B-2 or B-3 (Business Districts). Since these locations are proposed to be located on City property, the Land Use SUP provisions would not be applicable.

Typical concerns associated with the proposed land use include graffiti and illegal dumping. ATRS has included a three time a week pick-up schedule in their contract, will utilize tamper proof chutes and has committed to removing debris within ten feet of the recycling container. In addition, Code Compliance will issue warning and citations as needed.

S.E.E. LEON VALLEY

Social – would provide access to a resource which could be a valuable resource to the community

Economic – There is a 2-cent per pound economic benefit to the City for all items recycled items. However if the boxes become dumping or graffiti problems and ultimately an eyesore this could hinder economic development in the City.

Environmental – On a regional level, the textiles that are dumped in landfills are minimized by 5-to-10%. Environmentally for the City of Leon Valley the donation boxes could create dumping and graffiti concerns and have the potential to become eyesores in the community.

FISCAL IMPACT

The fiscal impact would be as follows:

1 box	\$360/year
3 boxes	1,080/ year
5 boxes	1,800/year

RECOMMENDATION

Staff recommends approval of the request with the following conditions:

1. Each site be limited to one (1) donation station box
2. Sign size limited to 25% of wall area, in accordance with existing sign ordinance.
3. The donation bins shall be constructed of a chip and flake resistant metal and generally black or dark gray-green in color, in accordance with the standards identified in the overlay district.

Approval is at the discretion of the City Council, and Staff has noted several alternatives:

1. Approve the ATRS contract as written; or
2. Approve the ATRS contract with different condition; or
3. Deny the ATRS contract.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

City of Leon Valley City Council

American Textile Recycling Service Proposal

December 1, 2015

Purpose

- Respond to the Mayor and Council's interest in the American Textile Recycling Services (ATRS) and allow donation boxes in the City for clothing, shoes and toy recycling.
- Benefit of the donation boxes
 - 5 to 10% decrease in textile sent to landfills
 - Some income from participating in the program

Purpose

Three proposed locations:

- Community and Conference Center
- City Hall Complex
- Public Works headquarters

Maintenance

- American Textile Recycling Services
 - Maintains the boxes
 - Routes trucks to regularly keep area clean
 - Provide Liability Insurance with the City named as the beneficiary
 - Bins are secured with tamper-proof chutes
- Code Compliance will issue warning and citations as needed.

Fiscal Impact:

- None; there will be no exponders required by the City of Leon Valley to support this initiative.
- Net income if the City decides to participate in the program:

1 Box	\$360 per year
3 Boxes	\$1080 per year
5 Boxes	\$1,800 per year



Recommendation

- Approval is recommended with the following conditions:
 - Limit one donation station per site
 - Sign ordinance, 25% of wall area
 - Donation bin be chip and flake resistant and generally black or dark gray-green in color

City of Leon Valley City Council

American Textile Recycling Service Proposal

December 1, 2015

PROPOSED AGREEMENT

Letter of Agreement FOR CLOTHING RECYCLER BIN

THIS AGREEMENT commences the 1st day of December, 2015 between:

Owner/and or Municipality:

City of Leon Valley
6502 Bandera Rd, Suite 112
Leon Valley, TX 78238

Contact: Elizabeth Carol - 210.684.1391 Ext. 227
Community Development Director

Customer:

American Textile Recycling Services
10739 W Little York, Suite 100
Houston, TX 77041

Local contact: Todd Norris - 210.441.0872

IN CONSIDERATION OF the Owner providing certain premises to the Customer, the Customer utilizing those premises from the Owner and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement (the "Parties") agree as follows:

Intent of Agreement

It is the intent of this Agreement and agreed to by the parties to this Agreement that payment for this Agreement will be on a "per pound" basis, meaning the Tenant will pay a flat rate multiplied by the total pounds of recyclable textiles collected once per month for the term of the Agreement.

Premises

The Owner agrees to provide separate parking spaces:

For **One (1) Recycler bin per location**, to the Tenant at the following **Three (3) locations** commonly known as, and municipally described as:

1. **Leon Valley Community and Conference Center - 6420 Evers Rd. Leon Valley, TX**
2. **Leon Valley City Hall - 6400 El Verde Rd. Leon Valley, TX**
3. **Leon Valley Public Works Recycling Center - 6429 Evers Rd, Leon Valley, TX**

The Premises will be used for only the following permitted use (the "Permitted Use" of placing an ATRS Textile Recycler)
The agreed upon locations for the Recycler(s) on the property parking lot will be identified as an "X" on the attached aerial photograph.

Term

- a. The term of the Agreement is periodic, commencing on **December 1, 2015**, and continuing Five (5) years, or until the Owner or the Customer tenders termination notice.
- b. The Owner and or Customer may terminate the Agreement at any time with a thirty (30) day written notice

Payment Terms

- a. Subject to the provisions of this Agreement, the Customer will pay a flat rate of **two cents per pound (\$0.02/lb)** of all textiles collected, excluding trash and other non-recyclable materials. Total pounds of textiles collected are recording and tallied at the first (1st) of the following month. Owner will be paid on or before the twentieth (20) of each and every month of the term of the Agreement.

Check Made Payable and Mailed to:

City of Leon Valley
6400 El Verde Road
San Antonio, TX 78238

Use and Occupation

PROPOSED AGREEMENT

- a. The Customer will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Customer will carry on business under the name of (ATRS) American Textile Recycling Services, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- b. The Customer covenants that the Customer will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

The Owner covenants that on payment and performing the covenants contained in this Agreement, the Customer will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

If and whenever the Customer is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Owner may, with thirty (30) days written notice request removal of Customer's goods, chattels and equipment from the Premises.

Governing Law

It is the intention of the Parties to this Agreement that the provision of occupancy created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted. This contract shall be performable and venue shall be in Bexar County, Texas."

Severability

If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Texas (the 'Act'), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

Assignment and Subletting

The Customer will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Owner's option, terminate this Lease.

Additional Provisions

- a. ATRS will provide a four-million (\$4,000,000) dollar Certificate of Liability Insurance having **City of Leon Valley** or as directed, named as additionally insured.
- b. ATRS will keep the area clean and tidy around the recycler and will remove and dispose of all debris within ten foot (10') of recycler, maintaining the site to the highest standards.
- c. The recycler will be serviced a minimum of three (3x) times a week and on an "as needed basis."
- d. **No other** similar type of clothing recyclers will be allowed on the premises. In the event a third (3rd) party places a clothing recycler on the Premises; Landlord authorizes ATRS to:
 1. Notify the third party, with a sticker on the recycler, as well as a certified letter to the operator stating that placement of their recycler is unauthorized and constitutes a trespass.
 2. Give the third (3rd) party three (3) days to remove the recycler.
- e. Each recycler is approximately a 5'X 5' metal or wood structure with secure safety chute.

Care and Use of Premises

- a. The Customer will promptly notify the Owner of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- b. The Customer will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Site Administrator, disturbs the comfort or convenience of other occupants.
- c. The Customer will not engage in any illegal trade or activity on or about the Premises.
- d. The Owner and Customer will comply with standards of health, sanitation, fire, housing and safety as required by law.

PROPOSED AGREEMENT

Surrender of Premises

At the expiration and or termination of this Agreement, the Customer will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

The Customer will not keep, solicit for donation, or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

The Customer will obey all rules and regulations posted by the Owner regarding the use and care of the building, parking lot, and other common facilities that are provided for the use of the Customer in and around the Building on the Premises.

General Provisions

- a. Any waiver by the Owner of any failure by the Customer to perform or observe the provisions of this Agreement will not operate as a waiver of the Owner's rights under this Agreement in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Owner's rights in respect of any subsequent default or breach.
- b. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- c. All sums payable by the Customer to the Owner pursuant to any provision of this Agreement will be deemed to be Additional Rent and will be recovered by the Owner as rental arrears.
- d. Where there is more than one Customer executing this Agreement, all Customers are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
- e. On Agreement Terms of more than monthly, paid in advance by ATRS, Owner will pro-rate a refund of any monthly rent not used, should this agreement be dissolved by either party for any reason.

City of Leon Valley

By: _____

Date: _____

Print Kelly Kuenstler

Title City Manager

American Textile Recycling Service

By: _____

Date: _____

Jonathan Armstrong
New Business Development Manager



American Textile Recycling Service

Your Neighborhood Recycler

www.atrscorp.com

LEONVALLEY

Working towards a Greener Community





**American Textile
Recycling Services**
Your Neighborhood Recycler



Jim Bruno

Community / Governmental Relations Advocate
San Antonio Metropolitan Area





**American Textile
Recycling Services**
Your Neighborhood Recycler

- ❖ **American Textile Recycling Services, Inc** is the fastest growing textile recycling company in the USA. ATRS provides public recycling solutions for unwanted clothing, shoes and soft toys.
- ❖ You'll find our professionally maintained recyclers inside and outside of shopping centers, malls, local groceries, convenience and drug store parking lots and on municipal properties.





**American Textile
Recycling Services**
Your Neighborhood Recycler

That is why we have placed over 4400 easily accessible, well-designed and professionally managed recycling bins all across Houston, Dallas, Austin, San Antonio, Denver, Phoenix, Tucson, Los Angeles, Atlanta, Kansas City, Indianapolis and Detroit -with many more cities to come.





**American Textile
Recycling Services**
Your Neighborhood Recycler

❖ **ATRS** has over 120 bins currently within many surrounding communities including San Antonio, Helotes, China Grove, Castle Hills, Alamo Heights, Terrell Hills, Live Oak, Converse, Balcones Heights, Olmos Park, Hollywood Park, Shavano Park, and Kirby.





**American Textile
Recycling Services**
Your Neighborhood Recycler

Our mission is simple and straightforward,
“to make recycling clothing and shoes easy and convenient”



GIVING CHILDREN
HOPE



MICHIGAN
HUMANE
SOCIETY



Put Your Money where the Miracles Are

Children's
Miracle Network
Hospitals

give a miracle



HAPLAINC
for the home



GIVING CHILDREN
HOPE



Some of the non-profit organizations and local municipalities we help fund



Put Your Money Where the Miracles Are

Children's Miracle Network Hospitals

give a miracle



GIVING CHILDREN
HOPE



MICHIGAN
HUMANE
SOCIETY



Put Your Money where the Miracles Are

Children's
Miracle Network
Hospitals

give a miracle

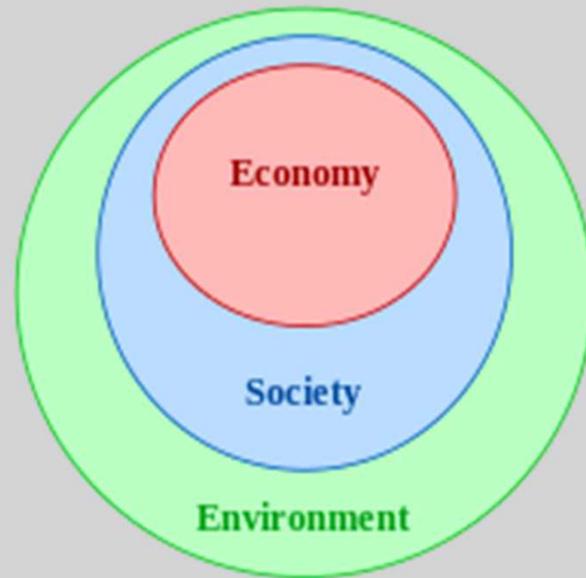


HAPLAINING
for the homeles



**“Three Pillars of Sustainability for
“Leon Valley ”**

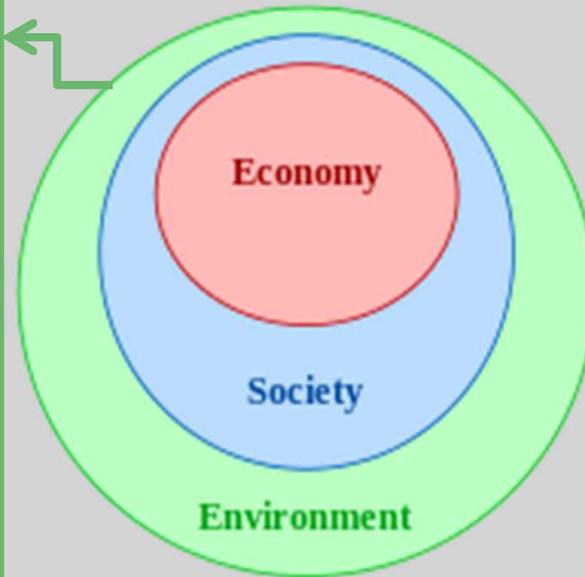
“Three Pillars of Sustainability for “Leon Valley”



“Three Pillars of Sustainability for “Leon Valley”

Environmental sustainability forces municipalities like Leon Valley to look beyond making short term gains and look at the long term impact they are having on their community.

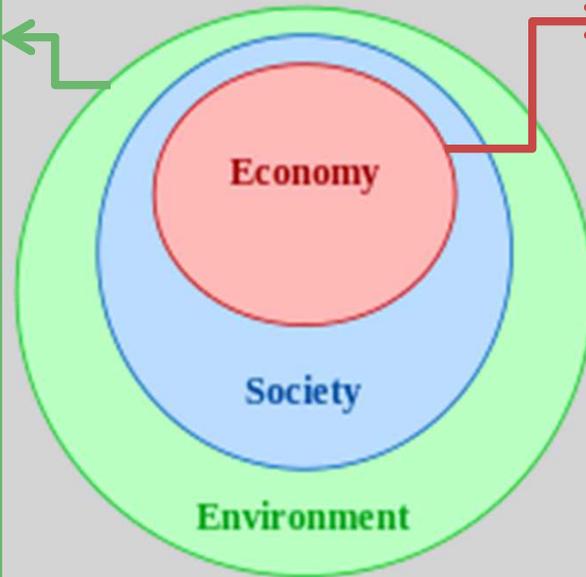
ATRS is committed in assisting Leon Valley by reducing the damaging impacts on the community by working towards a positive influence on environmental sustainability.



“Three Pillars of Sustainability for “Leon Valley”

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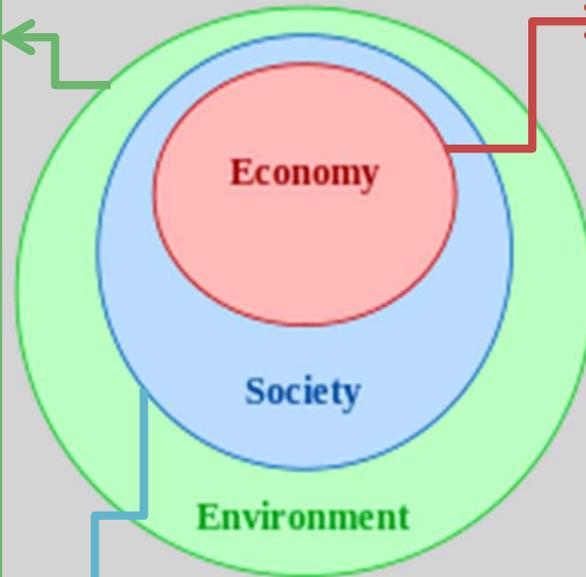
As consumers buy new textiles from local clothing outlets, those businesses stay profitable and continue their business relationships within the Leon Valley community.

In return for that increase in consumer purchases, Leon Valley meets their economic sustainable goals.

“Three Pillars of Sustainability for “Leon Valley”

Environmental sustainability forces municipalities like Leon Valley to look beyond making short term gains and look at the long term impact they are having on their community.

ATRS is committed in assisting Leon Valley by reducing the damaging impacts on the community by working towards a positive influence on environmental sustainability.



As consumers buy new textiles from local clothing outlets, those businesses stay profitable and continue their business relationships within the Leon Valley community.

In return for that increase in consumer purchases, Leon Valley meets their economic sustainable goals.

As society moves faster towards a “GREENER” lifestyle, textile recycling is one method that conforms to the “Municipalities” sustainable movement. To become a sustainable society, we must eliminate textiles from entering the waste streams. ATRS recycle bins offer a convenient, safe method in which to partner with Leon Valley to meet our overall sustainability goals.

**AN ORDINANCE AMENDING THE 2010 CITY OF
LEON VALLEY STRATEGIC PLAN**

WHEREAS, the City of Leon Valley previously adopted a Strategic Plan on June 1, 2010; and

WHEREAS, the City of Leon Valley has undertaken an effort to address the goals, objectives and initiatives of the city's 2010 Strategic Plan as well as initiatives that support the completion of the objectives; and

WHEREAS, The 2010 Strategic Plan consists of seven goals, around which objectives specific to each are listed, including, Economic Development, Safety and Security, Transportation, Infrastructure/Capital Plan, Environmental Sustainability, Citizen Involvement, and Parks, Recreation, Green Space & Cultural Opportunities; and

WHEREAS, on February 1, 2014, an update of the 2010 Strategic Plan was presented at a City Town Hall, and input was solicited from the public using both real-time electronic voting tools and group discussion/dialogues; and

WHEREAS, on March 1, 2014, an online survey response was made available to the public to consider two proposed additions to the Master Plan that emerged from the February 1 discussion; and

WHEREAS, on April 12, 2014, an update on the Strategic Plan was presented to the public at the Coffee with the Mayor and City Council meeting

WHEREAS, on July 29, 2014, the City Manager and City Department Heads convened to review the proposed amended Strategic Plan; and

WHEREAS, on August 11, 2014 a public hearing was held on the proposed recommendations to update and amend the City's Strategic Plan.

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

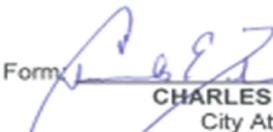
1. That the City's Strategic Plan is hereby amended as provided for in the attached Exhibit A.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 11th day of August, 2014.

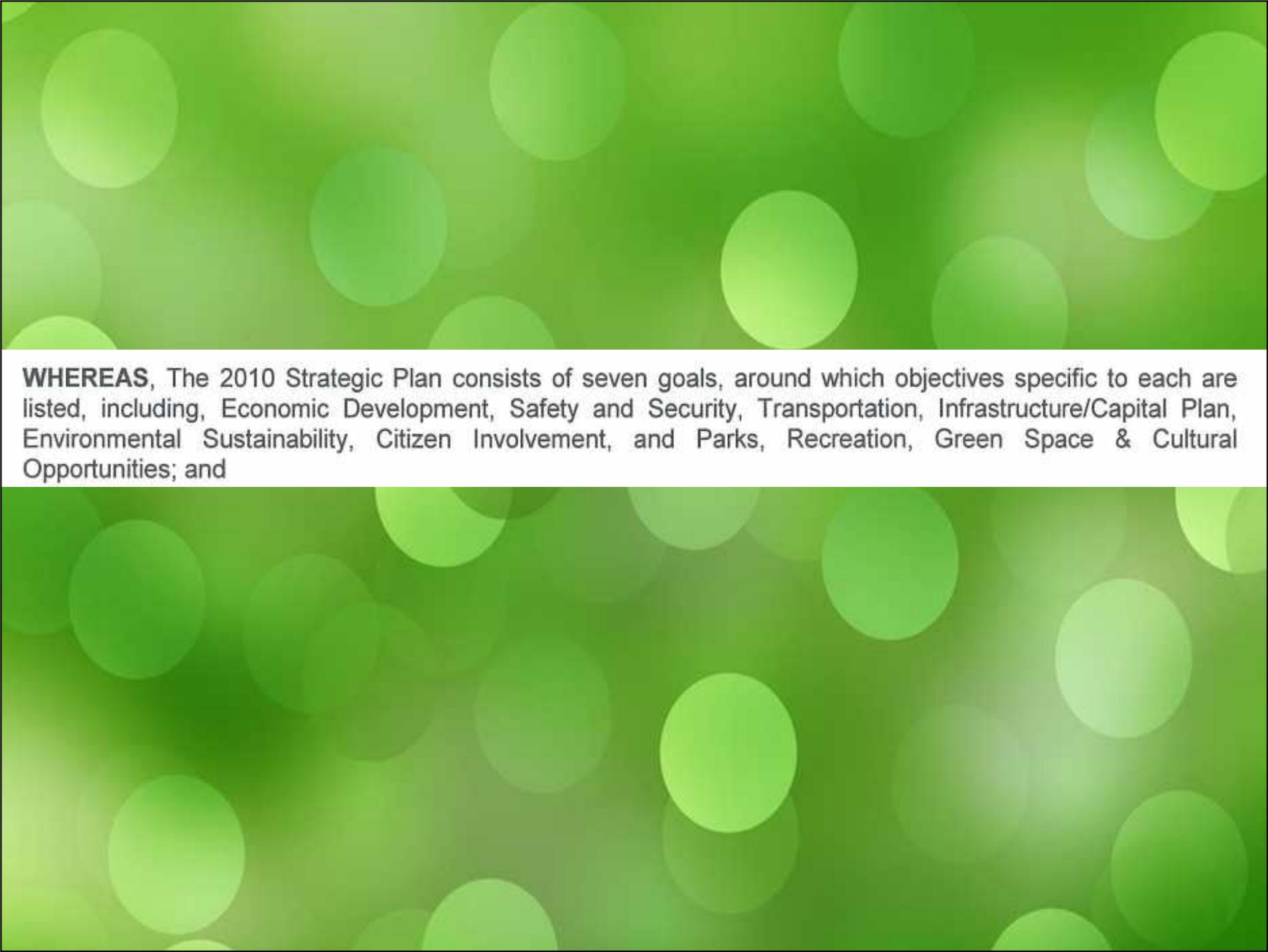
APPROVED


CHRIS RILEY
Mayor

Attest: 
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: 
CHARLES E. ZECH
City Attorney



The background of the slide is a vibrant green color with a pattern of overlapping, semi-transparent circles of varying shades, creating a bokeh effect. A white horizontal band is positioned in the middle of the slide, containing the text.

WHEREAS, The 2010 Strategic Plan consists of seven goals, around which objectives specific to each are listed, including, Economic Development, Safety and Security, Transportation, Infrastructure/Capital Plan, Environmental Sustainability, Citizen Involvement, and Parks, Recreation, Green Space & Cultural Opportunities; and

Goal 5
ENVIRONMENTAL SUSTAINABILITY

OBJECTIVES	INITIATIVES	STATUS
Objective A: Develop Water Management Plan to Address Conservation and Quality Resources	Continuing practice of purchasing additional water rights	ACCOMPLISHED, AND ONGOING
	Developed Storm Water Management Plan	
	Implemented Best Management Practices (BMP's), such as public education, outreach and citizen involvement	
	Will be installing medallions on all city storm drain structures	
	Purchased two properties along Huebner Creek for future bank stabilization	
Objective B: Develop Energy Conservation Programs	Solar Panels – Community Center	ACCOMPLISHED, AND ONGOING
	Continued Energy Efficient lighting utilization in all City facilities + hybrid & electric vehicles	
	Powered down City Hall on weekends and during holidays	
Objective C: Mass Transportation Opportunities	VIA Bus Rapid Transit (BRT) in operation	ACCOMPLISHED, AND ONGOING
	Maintaining continued relationship with Metropolitan Planning Organization (MPO)	
Objective D: Recycling Program for Citizens, Businesses and the City	New service at The Ridge	ACCOMPLISHED, AND ONGOING
	Use of Recycle bins for City events and made available throughout City Hall	
Objective E: Encourage Green Building	Implementation of the Zoning Overlays	ACCOMPLISHED, AND ONGOING
	Construction of Bandera Road Monuments and new City facilities will utilize environmentally friendly alternatives where practicable	
Objective F: Create a citizen and business health and wellness plan program	Initiative still needs development but wellness is encouraged through City events and employee participation in health and wellness programs	IN PROGRESS
	5K Arbor Day, Fire Department Tower Climb, NuRide, etc...	
Objective G: Manage Storm water	Best Management Practices	IN PROGRESS
	Public education, outreach, involvement	
	Awareness and enforcement	
	Construction site storm water runoff control	
	Pollution prevention and regular PW maintenance	
	Future Huebner Creek Bank Stabilization	

Objective B: Develop Energy Conservation Programs	Solar Panels - Community Center	ACCOMPLISHED, AND ONGOING
	Continued Energy Efficient lighting utilization in all City facilities + hybrid & electric vehicles	
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donate **recycle** don't throw away



The average U.S. citizen throws away **70** lbs. of clothing each year

95% of textiles WORN OR TORN can be recycled



85% (70 lbs. per person) goes to our landfills

yet only **15%** gets donated or recycled

That amount is equal to **21 BILLION LBS.** or 260,000 truckloads



SMART members recycle **3.8 BILLION LBS.** of textiles each year



\$100 MILLION

Amount of funding generated for charities from second-hand clothing sales

SMART Since 1932
SECONDARY MATERIALS[®] AND RECYCLED TEXTILES
The Association of Wiping Materials, Used Clothing and Fiber Industries



American Textile Recycling Service

Your Neighborhood Recycler

www.atrscorp.com

donate **recycle**
don't throw away



The average citizen throws away 70 lbs of clothing each year

95% of textiles WORN OR TORN can be recycled



Members recycle 100 MILLION LBS. each year



\$100 MILLION
Amount of funding generated for charities from second-hand clothing sales

SM^{ART} SECONDARY MATERIALS AND RECYCLED TEXTILES
The Association of Wiping Materials, Used Clothing and Fiber Industries



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Your Neighborhood Recycler
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How does Leon Valley add up?



Leon Valley Example



- Leon Valley Population = 10,151
- Each person throws away 70 LBS of clothing = 710,570 lbs/yr
- 95% of those can be recycled = 675,042 lbs/yr
- 15% of the 95% get donated or recycled = 101,256 lbs/yr
- 85 % of the 95% goes to the landfills = 573,786 lbs/yr
- **14** Semi-truckloads going to our landfills from Leon Valley yearly



ATRS bin sizes are 5'x5'x6' and are equipped with the latest safety designs for safe and convenient donating and are fully insured for \$4,000,000 and Leon Valley would be named as the additional insured.



Leon Valley bins will be emptied 3x per week or as needed. ATRS route drivers stop at each bin on a designated daily route and empty all contents within the bin and clean around the bin (10' area) and load all materials into our route trucks.





**American Textile
Recycling Services**
Your Neighborhood Recycler

Once the cloth is unloaded from our route trucks, all items are sorted and categorized at our Houston facility





**American Textile
Recycling Services**
Your Neighborhood Recycler

The used clothing and textiles are reused and recycled in one of the following manners:

➤ **45% is re used as apparel. These items are processed into large bales that are then sold in the U.S.A. to the secondhand clothing industry or are exported to emerging market nations where demand for top quality secondhand clothing is particularly high.**





**American Textile
Recycling Services**
Your Neighborhood Recycler

➤ **30% of the recovered textiles are cut into wiping rags or polishing cloths that are then used in commercial and industrial settings.**





**American Textile
Recycling Services**
Your Neighborhood Recycler

❖ **22% is reprocessed into its basic fiber content. The fibers are then remanufactured to create furniture stuffing, upholstery, home insulation, automobile sound-proofing, carpet padding, building materials and various other products.**





**American Textile
Recycling Services**
Your Neighborhood Recycler

❖ **3% diversion rate which represents the contaminated / unusable items that go to the landfill.**



LETTER of AGREEMENT for CLOTHING RECYCLER BIN

THIS AGREEMENT commences the 1st day of November, 2015 between:

Owner/and or Municipality:

City of Leon Valley
6502 Bandera Rd, Suite 112
Leon Valley, TX 78238

Contact: Sandra Passailaigue - 210.684.1391 Ext. 216
City Secretary

Customer:

American Textile Recycling Services
10739 W Little York, Suite 100
Houston, TX 77041

Local contact: Todd Norris - 210.441.0872

IN CONSIDERATION OF the Owner providing certain premises to the Customer, the Customer utilizing those premises from the Owner and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement (the "Parties") agree as follows:

Intent of Agreement

It is the intent of this Agreement and agreed to by the parties to this Agreement that payment for this Agreement will be on a "per pound" basis, meaning the Tenant will pay a flat rate multiplied by the total pounds of recyclable textiles collected once per month for the term of the Agreement.

Premises

The Owner agrees to provide separate parking spaces:

For **One (1) Recycler bin per location**, to the Tenant at the following **Three (3) locations** commonly known as, and municipally described as:

- ☐ **Leon Valley Community and Conference Center - 6420 Evers Rd. Leon Valley, TX**
- ☐ **Leon Valley Fire Department - 6400 El Verde Rd. Leon Valley, TX**
- ☐ **Leon Valley Community Pool - 6600 Strawflower Rd. Leon Valley, TX**

- ☐ The Premises will be used for only the following permitted use (the "Permitted Use" of placing an ATRS Textile Recycler)
- ☐ The agreed upon locations for the Recycler(s) on the property parking lot will be identified as an "X" on the attached aerial photograph.

Term

- ☐ The term of the Agreement is periodic, commencing on **November 1, 2015** and continuing Five (5) years, or until the Owner or the Customer tenders termination notice.
- ☐ The Owner and or Customer may terminate the Agreement at any time with a thirty (30) day written notice

Payment Terms

Subject to the provisions of this Agreement, the Customer will pay a flat rate of **two cents per pound (\$0.02/lb)** of all textiles collected, excluding trash and other non-recyclable materials. Total pounds of textiles collected are recording and tallied at the first (1st) of the following month. Owner will be paid on or before the twentieth (20th) of each and every month of the term of the Agreement.

Check Made Payable and Mailed to:

City of Leon Valley
6502 Bandera Rd, Suite 112
Leon Valley, TX 78238

Use and Occupation

- ☐ The Customer will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Customer will carry on business under the name of (ATRS) American Textile Recycling Services, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- ☐ The Customer covenants that the Customer will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

- ☐ The Owner covenants that on payment and performing the covenants contained in this Agreement, the Customer will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

- If and whenever the Customer is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Owner may, with thirty (30) days written notice request removal of Customer 's goods, chattels and equipment from the Premises.

Governing Law

- It is the intention of the Parties to this Agreement that the provision of occupancy created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Texas (the 'Act'), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

Assignment and Subletting

- The Customer will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Owner's option, terminate this Lease.

Additional Provisions

- ATRS will provide a four-million (\$4,000,000) dollar Certificate of Liability Insurance having **City of Leon Valley** or as directed, Named as additionally insured.
- ATRS will keep the area clean and tidy around the recycler and will remove and dispose of all debris within ten feet (10') of recycler, maintaining the site to the highest standards.
- The recycler will be serviced a minimum of three times (3x) a week and on an "as needed basis."
- **No other** similar type of clothing recyclers will be allowed on the premises. In the event a third party places a clothing recycler on the Premises; Landlord authorizes ATRS to:
 1. Notify the third party, with a sticker on the recycler, as well as a certified letter to the operator stating that placement of their recycler is unauthorized and constitutes a trespass.
 2. Give the third party three (3) days to remove the recycler.
- Each recycler is approximately a five-foot by five-foot (5'X 5') metal or wood structure with secure safety chute.

Care and Use of Premises

- ❑ The Customer will promptly notify the Owner of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- ❑ The Customer will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Site Administrator, disturbs the comfort or convenience of other occupants.
- ❑ The Customer will not engage in any illegal trade or activity on or about the Premises.
- ❑ The Owner and Customer will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

At the expiration and or termination of this Agreement, the Customer will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

The Customer will not keep, solicit for donation, or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

The Customer will obey all rules and regulations posted by the Owner regarding the use and care of the building, parking lot, and other common facilities that are provided for the use of the Customer in and around the Building on the Premises.

General Provisions

- ❑ Any waiver by the Owner of any failure by the Customer to perform or observe the provisions of this Agreement will not operate as a waiver of the Owner's rights under this Agreement in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Owner's rights in respect of any subsequent default or breach.
- ❑ This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- ❑ All sums payable by the Customer to the Owner pursuant to any provision of this Agreement will be deemed to be Additional Rent and will be recovered by the Owner as rental arrears.
- ❑ Where there is more than one Customer executing this Agreement, all Customers are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
- ❑ On Agreement Terms of more than monthly, paid in advance by ATRS, Owner will pro-rate a refund of any monthly rent not used, should this agreement be dissolved by either party for any reason.



American Textile Recycling Service



@ATRScycling #GreenerTomorrow

www.atrscorp.com



MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C #2015-12-01-06**
TO: Mayor and City Council
FROM: Melinda Moritz, Director of Public Works
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Discussion and possible action – Evers Road Sidewalks

PURPOSE

To provide an explanation of funding for the Evers Road sidewalk rehabilitation project.

In June of 2015, the City received a notice of noncompliance from the Office of Civil Rights at the Federal Highway Administration, stating that the sidewalks along Evers Road were not ADA compliant. The notice stated that by law, the City must bring these sidewalks into compliance and that a plan for doing so must be submitted.

The City Manager directed Public Works to create a phased plan for coming into compliance over a two year period. It was decided to work on the south bound side, or Park side, of Evers Road the first year.

The south bound side of Evers Road is missing several sections of sidewalks, as our subdivision code mandates that the owners of property actually construct the sidewalks at the time of platting or building, and there is a large undeveloped parcel at Evers and Seneca. The portion of Evers Road at Adair and along Castle Estates has little to no available right of way and large electrical transmission poles take up what room is there.

The north bound side of Evers Road will be more costly as there are several retaining walls to be built, as well as existing retaining walls that have to be reconstructed, and then areas where passing pads must be installed.

Plans for construction are being developed for bid. Once bids have been received and a contractor approved by City Council, the work can begin.

FISCAL IMPACT

A preliminary estimate was created that gave a cost of \$333,045 for construction and \$59,948 for engineering, for a total cost of \$392,993.

The Council approved funding in the amount of \$120,000 from the General Fund in FY '16 for the first phase.

In June of 2015, the legislature approved the use of Street Maintenance Tax funds to replace existing sidewalks; however, if used, this will reduce the funds available for street maintenance.

RECOMMENDATION

Continue with the original plan of phasing the project, approve funding in FY '17 for completion, and fund both phases with monies from the General Fund.

S.E.E. IMPACT STATEMENT

Social Equity – Providing the citizens with updated facilities adds to enjoyment of life by all citizens.

Economic Development – This will ensure that all citizens are able to get to businesses by bus and sidewalk.

Environmental Stewardship – Providing continuous sidewalks may reduce the use of vehicles, thus reducing vehicular pollutants, by allowing people to walk to their destinations.

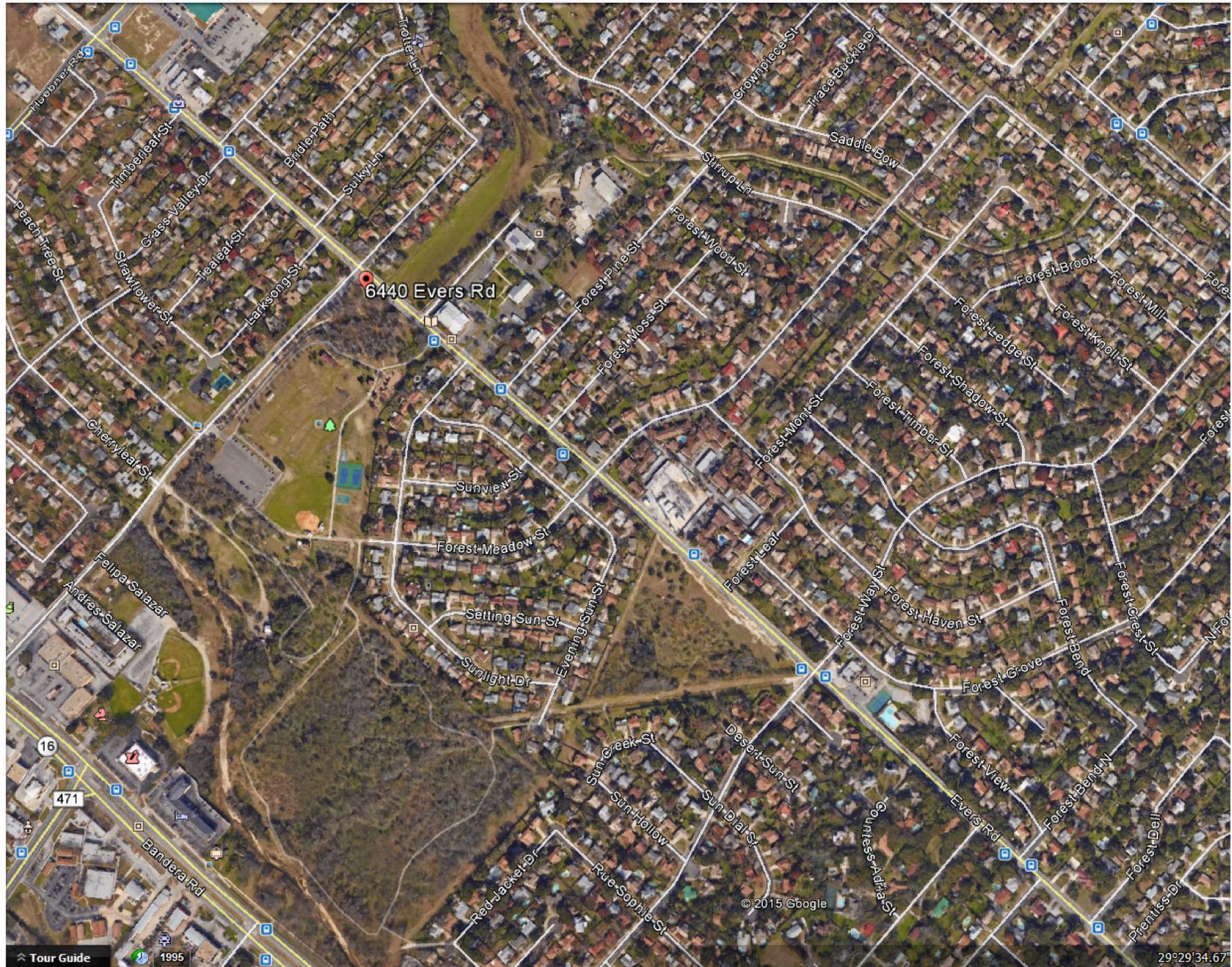
APPROVED: _____ DISAPPROVED: _____

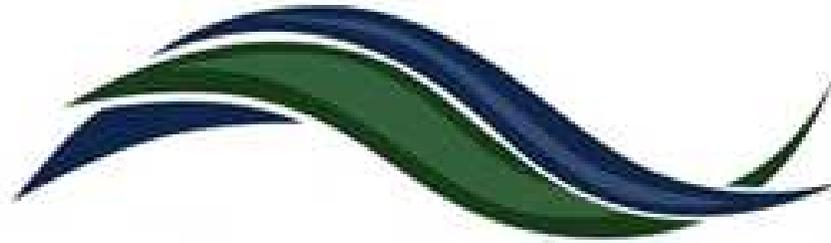
APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAGUE, TRMC
City Secretary

Evers Road Sidewalks





Discussion

Evers Road Sidewalks

City Council Meeting
December 01, 2015

Purpose

- To provide an explanation of funding for the Evers Road sidewalk rehabilitation project

Purpose

- June 2015 - City received notice of noncompliance from the Office of Civil Rights at the Federal Highway Administration
- Complaint stated the sidewalks along Evers Road are not ADA compliant
- By law, the City must bring these sidewalks into compliance; and
- A plan for doing so must be submitted

Purpose

- The City Manager directed Public Works to create a plan for coming into compliance over a two year period
- It was decided to work on the south bound side, or Park side, of Evers Road the first year
- Plans for construction are being developed for bid
- Once bids have been received and a contractor approved by City Council, the work can begin

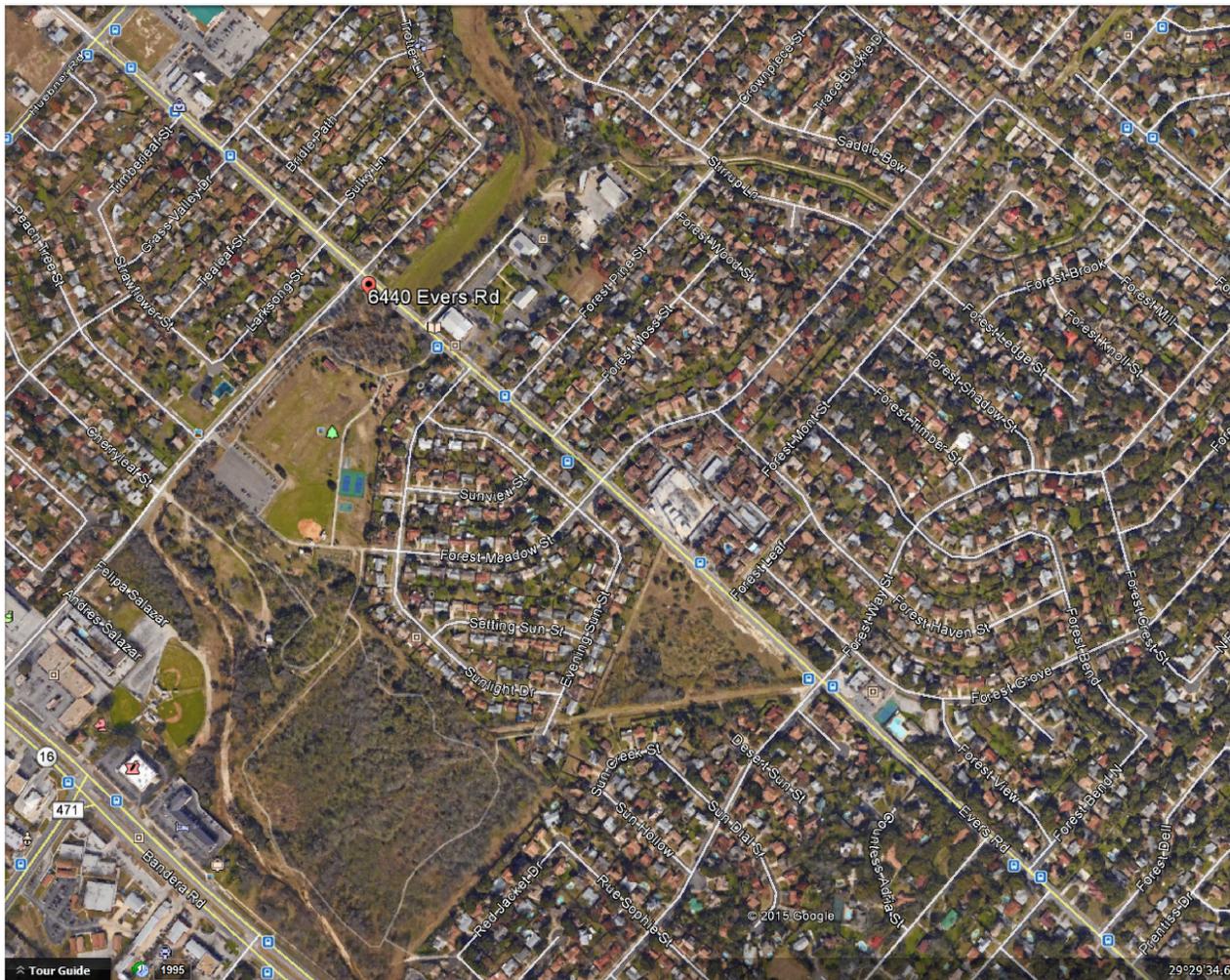
Challenges

- The south bound side of Evers Road is missing several sections of sidewalks, as our subdivision code mandates the owners of property actually construct the sidewalks at the time of platting or building, and there is a large undeveloped parcel at Evers and Seneca
- The portion of Evers Road at Adair and along Castle Estates has little to no available right of way and large electrical transmission poles take up what room is there

Challenges

- The north bound side of Evers Road will be more costly:
 - Several retaining walls have to be built
 - Several existing retaining walls have to be reconstructed
 - Passing pads must be installed

Evers Road



Fiscal Impact

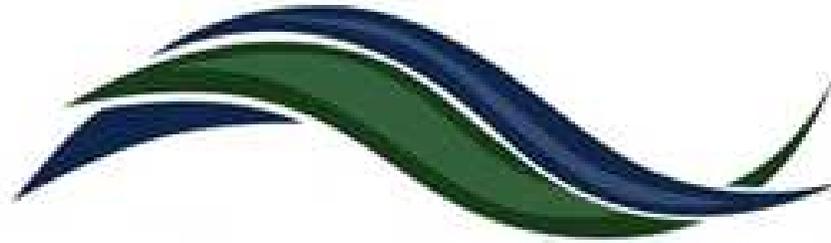
- Preliminary estimate was created that gave a cost of \$333,045 for construction and \$59,948 for engineering, for a total cost of \$392,993
- City Council approved funding of \$120,000 from General Fund in FY '16 for first phase
- Must approve funding in FY '17 to complete project
- In June of 2015, the legislature approved the use of Street Maintenance Tax funds to replace existing sidewalks:
 - If used, this will reduce the funds available for street maintenance

Recommendation

- Continue with original plan of phasing the project
- Approve funding in FY 17 for completion of project
- Use funds from General Fund

S.E.E. IMPACT STATEMENT

- Social Equity – Providing the citizens with updated facilities adds to enjoyment of life by all citizens.
- Economic Development – This will ensure that all citizens are able to get to businesses by bus and sidewalk.
- Environmental Stewardship – Providing continuous sidewalks may reduce the use of vehicles, thus reducing vehicular pollutants, by allowing people to walk to their destinations.



Discussion

Evers Road Sidewalks

City Council Meeting
December 1, 2015

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C #2015-12-01-07**
TO: Mayor and City Council
FROM: Melinda Moritz, Director of Public Works
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Discussion and possible action on Ordinance No. 15-028, an ordinance amending Article 1 Park Ordinance, Revising Section 1.09.011 "Penalties" to be Section 1.09.012 "Penalties", and Adding a New Section 1.09.011 "Variances".

PURPOSE

The purpose of this communication is to consider approval of an amendment to the Park Code to change the numbering of Section 1.09.011 Penalties to be 01.09.012, and to add a new section 1.09.011 Variances, which will allow the City Council to consider variances to the strict enforcement of the Parks and Recreation ordinance. From time to time, Staff receives requests from the public for events at the park, which are not allowed per the Park Code. The Parks and Recreation ordinance does not any provision for the granting of a variance. Adding this new section would allow the City Council to hear these requests.

The new section would read:

"Article 1.09.011 Request for Variance.

(1) The Park Commission may hear requests for variances and make recommendations regarding the granting of a variance to the City Council.

(2) A person, agency, or organization may file a written request for a variance from this Article. The request must contain the following information:

(A) The specific nature of the variance requested;

(B) A detailed explanation of why the person, agency, or organization believes they should be granted the variance, including any supporting documentation; and

(C) A signed statement that the facts contained in the request are true and within the person's personal knowledge.

(3) The Park Commission may request the person, agency, or organization to provide additional information, which must be filed within ten days of the request or as otherwise

directed in the request.

(4) When variances may be granted.

(A) A variance to the Park ordinance may be granted when the request is consistent with the goals of this Article; and

(B) Granting the variance will not cause significant harm to any other person or group of persons or result in the city being in violation of regulatory requirements; and

(C) The activity being granted will not disturb the peace and dignity of the surrounding residential neighborhoods.

(5) Terms and conditions of variance.

(A) The City Council may grant a variance for such a term and in accordance with any conditions the city deems appropriate.

(B) It is a term of every variance granted by the city that the variance may be rescinded based on changed circumstances, new information, or failure of the holder of the variance to abide by the terms and conditions of the variance or to comply with these rules or any other order or rule of the city.

(C) The city may require a person granted a variance to file reports with the city containing such information as the city believes relevant to monitoring the continuing appropriateness of the variance.”

FISCAL IMPACT

None; however, the City Council may wish to add a fee for the processing of variance requests. If so, staff recommends a fee not to exceed \$35.00 per request.

RECOMMENDATION

The Park Commission recommended approval of this procedure at their 11/10/15 regular meeting.

It is recommended that the City Council approve Ordinance No. 15-028, an amendment to Article 1.09 Parks and Recreation, to change the numbering of Section 1.09.011 “Penalties” to 1.09.012, and to add a new Section 1.09.011 “Variances”, with recommended text.

S.E.E. IMPACT STATEMENT

Social Equity – Provides opportunities for more events at the park, encouraging outdoor recreation.

Economic Development – Adding more events at the park may encourage businesses and residents to want to live in our City.

Environmental Stewardship – Provides opportunities for the public to learn more about our environment and responsible stewardship, depending on the event.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

APPROVING AN AMENDMENT TO CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.09 PARKS AND RECREATION, SECTION 1.09.011 PENALTIES, TO MOVE PENALTIES TO A NEW SECTION 1.09.012, AND ADDING A SECTION 1.09.011 VARIANCES.

WHEREAS the City of Leon Valley is committed to providing its citizens with a superior and varied Parks, Open Space and Recreation program; and

WHEREAS the City of Leon Valley has had several requests for variances to the code for special events and activities which may enhance the recreational opportunities for the citizens; and

WHEREAS the current code does not allow for variances:

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

1. Chapter 1 General Provisions, Article 1.09 Park Resource Usage, Section 1.09.011 "Penalties" is re-numbered to be Section 1.09.012, leaving sub-paragraphs (a) and (b) unchanged; and

2. Add a Section 1.09.011, to read "Variances

Request for Variance.

(1) A person, agency, or organization may file a written request for a variance from this Article. The request must contain the following information:

(A) The specific nature of the variance requested;

(B) A detailed explanation of why the person, agency, or organization believes they should be granted the variance, including any supporting documentation; and

(C) A signed statement that the facts contained in the request are true and within the person's personal knowledge.

(2) The Park Commission will hear requests for variances and make recommendations regarding the granting of a variance to the City Council.

(3) The Park Commission may request the person, agency, or organization to provide additional information, which must be filed within ten days of the request or as otherwise directed in the request.

(4) When variances may be granted.

(A) A variance to the Park ordinance may be granted when the request is consistent with the goals of this Article; and

(B) Granting the variance will not cause significant harm to any other person or group of persons or result in the city being in violation of regulatory requirements; and

(C) The activity being granted will not disturb the peace and dignity of the surrounding residential neighborhoods.

(5) Terms and conditions of variance.

(A) The City Council may grant a variance for such a term and in accordance with any conditions the city deems appropriate consistent with the requirements of subparagraph (4) above.

(B) It is a term of every variance granted by the city that the variance may be rescinded based on changed circumstances, new information, or failure of the holder of the variance to abide by the terms and conditions of the variance or to comply with these rules or any other order or rule of the city.

(C) The city may require a person granted a variance to file reports with the city containing such information as the city believes relevant to monitoring the continuing appropriateness of the variance”.

3. This ordinance shall become effective on and after its passage, approval, and publication, as prescribed by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 1st day of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

Attest: _____
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: _____
PATRICK BERNAL
City Attorney

Consider Approval of Amendments to Park Ordinance to Add Variance Procedures

City Council Meeting
December 1, 2015

Purpose

- To consider approval of an Amendment to the Park Ordinance
 - Move Penalties Section from 1.09.011 to a new 1.09.012
 - Add a new Section 1.09.011 Variances
 - To allow the Park Commission and City Council to hear requests for variances from the terms of the Park ordinance

Purpose

- Several requests for variances have been received over the years, but none have been allowed
- Park ordinance doesn't have a provision for hearing a request for a variance
- Having a variance provisions allows hearing requests

Purpose

- Requestor would submit request to Park Commission
- Park Commission would make recommendation to City Council
- City Council would make final decision

Fiscal Impact

- None; however City Council may want to add a fee for processing and review of such requests
- Staff suggests a minimum of \$35.00 per request

Recommendation

- Approve an amendment to Article 1.09 Parks and Recreation, to change the numbering of Section 1.09.011 “Penalties” to 1.09.012, and to add a new Section 1.09.011 “Variances”, with recommended text.

S.E.E. Statement

- Social Equity – Provides opportunities for more events at the park, encouraging outdoor recreation.
- Economic Development – Adding more events at the park may encourage businesses and residents to want to live in our City.
- Environmental Stewardship – Provides opportunities for the public to learn more about our environment and responsible stewardship.

Consider Approval of Amendment to Park Ordinance to Add Variance Procedures

City Council Meeting
December 1, 2015

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C #2015-12-01-08**

TO: Mayor and Council

FROM: Melinda Moritz, Public Works Director

THROUGH: Kelly Kuentler, City Manager

SUBJECT: Consider approval of contract extension for San Antonio Pool Management, Inc. to provide management and maintenance services at The Leon Valley Community Swimming Pool for the 2016 pool regular and winter seasons.

PURPOSE

To consider extending the contract with San Antonio Pool Management, Inc. to provide swimming pool management services for the 2016 swimming pool regular and off-season pool management and maintenance.

San Antonio Pool Management, Inc. was hired through a proposal process in May of 2013. The contract allows the City Council to extend the contract for a period of three years, with Council approval. This will be the third year. The company has been exceptionally responsive to the operations of the pool and has provided good, sound management services.

FISCAL IMPACT

Funding for the contract was approved by City Council in the 2015-2016 budget; however, the company has increased their fees, due to increases in salaries. The overage can be absorbed within the current budget.

FY '16 budgeted amount:	\$45,000	
S.A. Pool Management proposal	\$46,302	(\$43,852 season + \$2450 off-season)
Deficit:	\$1302	

RECOMMENDATION

Approve the contract extension for San Antonio Pool Management, Inc. to manage the Leon Valley Community Pool for the 2016 pool regular and winter seasons.

STRATEGIC GOALS STATEMENT**Item 2(g) Make Improvements/Investments to Park**

The pool is considered to be a part of the park system.

S.E.E Statement

Social Equity – Adds to general quality of life for all citizens, by providing additional recreational opportunities.

Environmental Stewardship – Reduces the amount of automobile pollutants, as residents within the area do not have to drive to find this type of activity.

Economic Development – The pool enhances the amenities offered by the City to its residents, which may encourage relocation.

APPROVED: _____DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between San Antonio Pool Management, Inc. (the “Company”) and **City of Leon Valley** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at, Leon Valley, Texas in accordance with the specifications, conditions, and terms set forth herein and in Appendices attached to this Agreement.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on December 9, 2015, for the 2015-16 Pool Year extending from December 9, 2015, through December 8, 2016.

2. **PROPOSAL EXPIRATION OPTION.** This contract is voidable at the Company’s option if not executed by the Customer and returned to the Company by December 15, 2015.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with San Antonio Pool Management’s local expertise.

As a result, we are able to provide high levels of quality, safety and risk management services.

3. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that exceed the industry norm.

**Please see Exhibit B for more details on personnel.*

4. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is adequate and not an extravagance, as swimming pool pose substantial risk.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see and initial Exhibit C for more information on the liability insurance.*

5. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remains at high levels.
National Back Up Team	In the event of a need, San Antonio Pool Management will utilize the management or technician back up personnel available through The Pool Management Group. From President to critical technicians, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, San Antonio Pool Management will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Management	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

6. **EXHIBITS.** The attached exhibits, which are material to and included as part of this Agreement, detail the following:

Exhibit A - DATES AND HOURS OF OPERATION AND STAFFING

Exhibit B - PERSONNEL

Exhibit C - INSURANCE AND LIABILITY

Exhibit D - OPERATIONAL PARAMETERS

Exhibit E - POOL MAINTENANCE AND REPAIRS

Exhibit F - OFF-SEASON SERVICE

Exhibit G - SWIMMING LESSONS

Exhibit H - CUSTOMER CONTACT INFORMATION

Exhibit I - TERMS AND CONDITIONS

Exhibit J - PAYMENT SCHEDULE

7. **FEE.** The Company hereby proposes to perform the work and services set forth in this document including all exhibits for the price of **\$51,302.00** upon the specifications, conditions and terms as set forth herein.

8. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

San Antonio Pool Management, Inc.

By: *Ed Carroll, October 29, 2015*

Officer

City of Leon Valley

By: _____
Title of Officer: City Manager

Attest: _____
Title of Officer: City Secretary

Date: _____

Exhibit A

Dates and Hours of Operation and Staffing

1. DATES OF OPERATION: The pool will be open on the following days:

May 28 -30
June 3 – 30
July 1 – 31
August 1 – 21, 27, 28
September 3 – 5

2. HOURS OF OPERATION:

The pool to be open during the following hours:

Saturday	12:00 p.m. to 8:00 p.m.
Sunday	12:00 p.m. to 8:00 p.m.
Monday	CLOSED
Tuesday	12:00 p.m. to 8:00 p.m.
Wednesday	12:00 p.m. to 8:00 p.m.
Thursday	12:00 p.m. to 8:00 p.m.
Friday	12:00 p.m. to 8:00 p.m.
Holidays	12:00 p.m. to 8:00 p.m.

The Pool is closed on Mondays unless it is a Holiday (Memorial Day, Labor Day, & Fourth of July). If this Holiday falls on a Monday, the pool will be open and CLOSED the following Tuesday.

3. STAFFING:

- Three (3) Lifeguards will be provided from 12:00 p.m. to 8:00 p.m. Tuesday-Sunday & on Holidays

Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are related to the acts of omission or negligence of the Company.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as one.

SAFETY BREAK. Once every hour the pool will be cleared for a period of fifteen minutes. During this break, lifeguards will not be on duty, the pool will be closed, and neither the lifeguards nor the Company shall be responsible for people using the pool during said break.

Company Initials: _____; Customer Initials: _____

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least twice each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction.

POST LABOR DAY. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after Labor Day. The Customer will notify Company on or before August 10 concerning post-Labor Day openings. The cost for post-Labor Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The current cost is \$20.00 for each day (including days the pool is closed) from Labor Day through the final day the pool is open for swimming, plus \$16.00 per Lifeguard hour for time worked on or before September 18. The cost for Lifeguard hours worked after September 18 is currently \$29.00 per Lifeguard hour. Amount shall be payable to the Company on the initial day of post-Labor Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

RAIN DAYS. On rainy days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Company shall have the right to close the pool early in the event of severe weather with no refund due Customer.

ADDITIONAL LIFEGUARDS. The Company will provide lifeguards for special events during normal pool hours, after hour's parties, and extra hours of operation at the request of the Customer and subject to the following:

Arrangements for any additional hours shall be made between Pool Patron requesting a special event and the Company. Any resulting agreement shall be considered a contract between the Pool Patron and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid.

Lifeguard hours provided by the Company, other than those specified in this contract, shall be billed to the Customer at the prevailing rate.

PLEASE REFER TO OUR POOL PARTY REQUEST FORM FOR CURRENT RATES AND PROCEDURES.

Company Initials: _____; Customer Initials: _____

Company shall provide no lifeguard beyond the hour of 12:00 midnight.

For parties or special events, the Pool Patron is not required to use Company lifeguards; however, customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.

For parties or special events, for which the Company is to provide additional lifeguards, the Pool Patron is responsible for giving the Company fourteen (14) days' prior written notice as to:

- (a) The time and date of the party.
- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the party.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

<u>Number of People Scheduled To Attend</u>	<u>Number of Lifeguards Required</u>
1 to 25	2
26 to 60	2
61 to 100	3
101 or more	4 or more

One additional lifeguard shall be required for any teenage party, college age party, or for any party involving alcoholic beverages. Pool Patron agrees to provide one adult chaperone for each ten (10) people at a teenage or college age party. The Company will not schedule lifeguards for any fraternity parties.

Billing shall include any time spent cleaning up after use by any special group or party. The Pool Patron shall make payment of fees prior to the date of the special Pool Patron event..

4. **WADING POOL.** Company is not providing lifeguard supervision or any other supervision of the users of the wading pool. The supervision and safeguarding of users of the wading pool shall be the responsibility of the parents of the children using the wading pool. Company agrees to clean the wading pool and to maintain water chemistry in the wading pool.

Company Initials: _____; Customer Initials: _____

Exhibit B Personnel

1. **PERSONNEL.** All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

(a) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.

(b) The Company agrees to pay the following for Company's employees, including all lifeguards:

- Wages
- Income tax withholdings
- Social Security withholdings
- State unemployment insurance
- Federal unemployment insurance
- Workmen's Compensation insurance

(c) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.

(d) All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR.

(e) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.

(f) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company management personnel will visit the pool at least twice each week to check performance of lifeguards.

(g) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

Company Initials: _____; Customer Initials: _____

(h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

- (1) Lifeguarding main pool.
- (2) Checking water chemistry and recording readings every two (2) hours.
- (3) Maintaining chemical balance of pool water.
- (4) Vacuuming pool.
- (5) Cleaning tiles around pool edge.
- (6) Backwashing filter system.
- (7) Checking and recording filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
- (8) Cleaning bathhouse daily.
- (9) Cleaning swimming pool area.
- (10) Emptying trash.
- (11) Straightening deck furniture.
- (12) Replenishing janitorial supplies in bathhouse.
- (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
- (14) Assisting Customer in collecting guest fees and monitoring membership.

DRAFT

Company Initials: _____; Customer Initials: _____

Exhibit C
Insurance and Liability

1. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- 1.) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- 2.) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Owner and its affiliates, assigns, officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs and reasonable attorneys' fees), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the Contractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the Owner contained in this Agreement or otherwise.

Except arising out of or related to acts or omissions or negligence on the part of the Contractor or its employees or agents, Contractor assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except to the extent arising out of or related to the acts, omissions or negligence of the employees or agents of Contractor, Contractor assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Contractor. The Contractor shall not be liable or responsible for any injuries or damages that arise at any time that is not within the scheduled hours of operation, unless caused by Contractor, its employees or agents. Further, the Contractor shall not be held liable for any personal effects of any person or persons utilizing the pool facilities unless caused by Contractor, its employees or agents.

This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company Initials: _____; Customer Initials: _____

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

The Customer shall maintain and keep in full force and effect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

2. **COMPANY'S INDEPENDENT CONTRACTOR STATUS.** Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

DRAFT

Company Initials: _____; Customer Initials: _____

Exhibit D
Operational Parameters

1. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (1) Water.
- (2) Electricity.
- (3) 110 volt electrical outlet in pump room.
- (4) Garbage pick-up service.
- (5) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (6) Telephone.
- (7) A secure and cooperative working environment at Customer's pool.

2. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

3. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Remove pool cover, mount diving boards, guard chairs, and ladders (if applicable).
- (i) Remove pool furniture from storage, clean, set out around pool area

Company Initials: _____; Customer Initials: _____

- (j) Thoroughly clean bathhouse.
- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").

PRE-SEASON STAFF MEETING WITH STAFF. Company's designated Pool Manager shall request a meeting with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PRE-SEASON SWIM TEAM PRACTICE. The Company shall ready the pool for swim team practice earlier than the normal opening date at no extra charge to the Customer. Customer shall give Company at least two (2) weeks prior notice. Company shall maintain the pool two (2) times per week during pre-season swim team practice at no additional fee to the customer. Any additional maintenance visits required by the swim team will be contracted separately from this agreement with Company.

4. **POOL OPERATION.** Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, as specified by Customer, and agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

5. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

Company Initials: _____; Customer Initials: _____

6. **CLOSING.** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Exhibit A and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) store Customer's pool furniture at pool.
- (b) put away summer-time equipment.

DRAFT

Company Initials: _____; Customer Initials: _____

Exhibit E

Pool Maintenance and Repairs

1. **POOL CHEMICALS.** Company agrees to supply, at its expense:

- (a) Chlorine
- (b) pH control chemicals
- (c) Sodium bicarbonate
- (d) Calcium chloride

for pool water that is safe, clean and helps prevent deterioration of Customer's pool surface.

2. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers: The Company may provide an automated chemical controller and feed pumps capable of continuously monitoring and adjusting the chlorine and pH levels of the pool water. This controller and feed pumps will remain the property of the Company.

Free Chlorine	2.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

3. **REPAIR WORK.** The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, Customer shall have the option of using another contractor for repair work.

Company Initials: _____; Customer Initials: _____

Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.

(c) For repair work or necessary equipment wherein the cost does not exceed \$100.00, the Company shall bill Customer.

(d) Any work or equipment in excess of \$100.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

4. **SUPPLIES.** Company agrees to supply, at its expense:

(a) Chlorine, pH control chemicals, sodium bicarbonate for balancing Total Alkalinity and calcium chloride for balancing Calcium Hardness for safe and clean pool water throughout the pool opening period of this agreement.

(b) The following pool and janitorial supplies:

- Soap
- Disinfectant
- Paper towels
- Deodorizer
- Toilet tissue
- Correct size trash can liners for the pool area and bathrooms
- Glass cleaner

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

- | | |
|-------------------|-------------------|
| Water hoses | Ring buoys |
| Pool vacuum heads | Life hooks |
| Pool poles | Pool rules signs |
| Pool vacuum hoses | Trash receptacles |
| Leaf eater | Water test kit |
| Rescue tubes | Test kit reagents |

Company Initials: _____; Customer Initials: _____

First Aid Kit	Pool brushes
First Aid supplies	Leaf skimmers
Blood Borne Pathogens Kit	Algaecides
Light bulbs	Algae brushes
Safety goggles	Lifeguard stand(s)
Chemical resistant gloves	Umbrella for each lifeguard station
Mops	Back board with three straps
Brooms	Head immobilizers for use with
Dust pan	Back board
Brushes	Clock
Buckets	
Sponges	

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

DRAFT

Company Initials: _____; Customer Initials: _____

Exhibit F
Off Season Service

1. OFF-SEASON SERVICE. The Customer shall be responsible for installing the pool cover and Company shall perform the following services at the Customer's pool during the off-season:

Off-Season Service Visits:

May & September:	1 visits per week
October:	1 visits per week
November – February:	1 visit per week
March & April:	1 visits per week

- a. Check chemicals and adjust as needed.
- b. Clean skimmer baskets.
- c. Backwash filters & cleans strainer pots as needed.
- d. Report any off-season vandalism to Customer.

At the Customer's request, the Company will walk-through with a representative of the Customer to confirm that:

1. The pool water is clear.
2. The pool water chemistry is balanced.
3. There is no biotic growth in the pool.

The time of such walk-through shall be scheduled to meet the Customer's needs.

Company Initials: _____; Customer Initials: _____

Exhibit G
Swimming Lessons

1. **INSTRUCTIONS.** Swimming instruction may be provided by Company for Customer's Pool Patrons. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have exclusive rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Exhibit C shall apply to swimming instructors.

Arrangements for any instruction shall be made between Pool Patron requesting instruction and the Company. Any resulting agreement shall be considered a contract between that Pool Patron and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid.

DRAFT

Company Initials: _____; Customer Initials: _____

Exhibit H
Customer Contact Information

PRIMARY CONTACT:

Name _____
Title or Position: _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

PRESIDENT:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

TREASURER:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BILLING ADDRESS:

Name _____
Street _____
City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____

Company Initials: _____; Customer Initials: _____

Exhibit I
Terms and Conditions

1. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(a) This Agreement may be terminated before such date by either party upon thirty (30) days written notice prior to the effective date of termination. Additionally, Company and Customer may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such agreement.

(b) Notwithstanding the provisions above, the Customer may, at its option terminate this agreement at any time, such termination to take effect immediately upon notice to Company, in the event (i) Company's negligence, default or breach in the performance of Company's duties under this Agreement, or (ii) a petition for relief in bankruptcy or reorganization or arrangement pursuant to any federal or state law is filed by or against Company or Company makes an assignment for the benefit of customers or takes advantage of any bankruptcy or insolvency act. In the event of any termination pursuant to this section b, the Customer shall retain all rights and remedies it may have hereunder and at law or equity.

(c) In the event that Customer terminates contract by procedure stated above, the Customer shall be entitled to a refund for money paid in advance or the Company may be owed money for services rendered. Refund or money due to Company shall be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall be the refund to which the Customer is entitled or amount owed to Company.

(d) Refund or balance owed to Company shall be paid within thirty (30) business days after termination.

2. **MISCELLANEOUS.**

(a) The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

3. EXTENSION OF CONTRACT. This Agreement shall automatically renew and the Customer reserves the right to extend this agreement on the same terms and conditions for an additional three (3) years. on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 5% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before January 31 of the current year.

Company Initials: _____; Customer Initials: _____

4. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.

5. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

6. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

7. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

8. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

9. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

10. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **ATTORNEYS FEES.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

12. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.

Company Initials: _____; Customer Initials: _____

**Exhibit J
Payment Schedule**

PAYMENTS. The Company hereby proposes to perform the work and services set forth above for the price of **\$48,852.00** per swim, plus \$2,450.00 for Off Season services upon specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made upon signing of agreement:

Payment Schedule

Payments by Customer to Company shall be made in accordance with the following schedule:

a. Twenty-Five (25%) percent Down Payment due upon signing or renewal of contract:	\$12,213.00
b. Twenty-Five (25%) percent on or before June 1	\$12,213.00
c. Twenty-Five (25%) percent on or before July 1	\$12,213.00
d. Twenty-Five (25%) percent on or before August 1	\$12,213.00
e. Off-season Maintenance on or before September 1 of each year	0.00
f. Off-season Maintenance on or before October 1 of each year	\$350.00
g. Off-season Maintenance on or before November 1 of each year	\$350.00
h. Off-season Maintenance on or before December 1 of each year	\$350.00
i. Off-season Maintenance on or before December 1 of each year	\$350.00
j. Off-season Maintenance on or before February 1 of each year	\$350.00
k. Off-season Maintenance on or before March 1 of each year	\$350.00
l. Off-season Maintenance on or before April 1 of each year	\$350.00
m. Off-season Maintenance on or before May 1 of each year	0.00

Payments are due as indicated above. All payments as specified above, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

Company Initials: _____; Customer Initials: _____

City of Leon Valley
Leon Valley Community Swimming Pool
Contract Renewal

City Council Meeting
December 1, 2015

Purpose

- To consider extending the contract with San Antonio Pool Management, Inc.
- To provide swimming pool services for the 2016 swimming pool regular and off-season pool management and maintenance

Background

- City owns and operates community swimming pool at 6600 Strawflower Drive
- Pool is open to the public Memorial Day to Labor Day, and closed off-season:
 - Contracts pool to management company mid-May for maintenance and operation during the summer
 - Pool management company maintains pool during winter months

Background

- San Antonio Pool Management, Inc. was hired through a proposal process in May of 2013
- Contract allows City Council to extend for three year period, with Council approval
- This will be the third year
- Company has been exceptionally responsive to pool operations & has provided good, sound management services

Fiscal Impact

- Contract funding approved by City Council in the 2015-2016 budget
- Company has increased fees, due to increases in salaries
- Overage can be absorbed within the current budget:
- FY '16 budgeted amount: \$45,000
- S.A. Pool Management proposal \$46,302
((\$43,852 season + \$2450 off-season)
- Deficit: \$1302

Recommendation

- Approve the contract extension for San Antonio Pool Management, Inc. to manage & maintain the Leon Valley Community Pool for the 2016 pool regular and winter seasons

S.E.E. Statement

- Social Equity – Adds to general quality of life for all citizens, by providing additional recreational activities
- Environmental Stewardship – Reduces vehicle pollutants, as residents within that area would not have to drive to find this type of activity
- Economic Development – The pool enhances the amenities offered by the City to its residents, which may encourage relocation

City of Leon Valley
Leon Valley Community Swimming Pool
Contract Renewal

City Council Meeting
December 1, 2015

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-09**

TO: Mayor and Council

FROM: Kelly Kuenstler, City Manager

THROUGH: Kelly Kuenstler, City Manager

SUBJECT: Discussion and Possible Action on Roles and Responsibilities of the Mayor, City Council and City Manager

PURPOSE: This discussion & possible action is a follow up from the November 7, 2015, Council/Manager Retreat. This document clarifies the roles of the Mayor, the City Council and the City Manager in Leon Valley, Texas

FISCAL IMPACT

N/A

STRATEGIC GOALS

N/A

SEE LEON VALLEY

Social – N/A

Economic – Assists in the efficiency and effectiveness of Leon Valley Government.

Environmental – N/A

RECOMMENDATION

Approve the Roles and Responsibilities of the Mayor, City Council and City Manager.

RECOMMENDATION

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
 City Secretary

Roles and Responsibilities of the Mayor City Council & City Manager

Mayor

- As signatory for the City, the Mayor is required to sign a variety of documents to give them official legal effect. The Mayor's signature is required on all bonds, contracts, certificates of obligation, warrants, and other evidence of debt, as well as ordinances, resolutions.
- The Mayor's participation in local ceremonial events is a never-ending responsibility. The Mayor is expected on a daily basis to cut ribbons at ceremonies opening new businesses; break the ground to begin the construction of new City facilities; and regularly appear at fairs, parades, beauty pageants, and other community celebrations.
- The Mayor also issues proclamations for a variety of purposes, whether to honor visiting dignitaries or declare "Support Your Local School Week."
- Under the Council-Manager Plan, the Mayor has no administrative powers. The Mayor is to be considered the same as any other member of the governing body for policy purposes. This is accomplished by concentrating administrative powers in the hands of a City Manager, who acts under the direction of the full Council.
- In Type A cities, the Mayor is allowed to vote only in the event of a tie (Local Government Code Section 22.037).
- The Mayor has a variety of law enforcement responsibilities and is specifically obligated by law to "actively ensure that the laws and ordinances of the City are properly carried out," and "in the event of a riot or unlawful assembly or to preserve the peace" the Mayor may order the closing of certain public places. The Mayor may also, in extreme circumstances such as in the case of riot, can summon a special police force into service (Local Government Code Section 341.1.011) or call for assistance from the Texas National Guard.
- The Mayor is the official responsible for declaring a state of disaster or requesting that the Governor declare a state of emergency. See id. §§ 418.108; 433.001. Also, if local resources are exhausted and assistance is needed outside a mutual aid agreement, then the Mayor is the official who must request it from other political subdivisions or the State. 37 TEX. ADMIN. CODE § 7.25. The Mayor also has the authority to order and enforce evacuation and other restrictions on movement during an emergency. TEX. GOV'T CODE Ch. 418. The Mayor can designate an emergency management coordinator to be his/her assistant for emergency management purposes. Id. § 418.1015. The Mayor must notify the Governor's Division of Emergency Management of who the emergency management coordinator is (if any) and the City's plan for emergency management using a form provided by the Division of Emergency Management. 37 TEX. ADMIN. CODE § 7.3.

- The Mayor is the presiding officer of the City Council. The Mayor rules on questions of procedure at Council meetings and those rulings are binding unless successfully challenged by a majority of the governing body. The Mayor is only allowed to vote at City Council meetings in the event of a tie.
- May communicate with the staff of the City of Leon Valley for information gathering purposes or fact finding; however, may not give administrative direction to the staff.
- The Mayor may require the Council to reconsider an ordinance or resolution with objections if the ordinance has not been signed by the Mayor. In the case of a “return” to the City Council, the Council must reconsider the vote by which the ordinance or resolution was adopted. See Texas Local Government Code 52.003.

City Council

- Councilmembers are the City’s legislative body. Their primary duty is policymaking, which includes identifying the needs of local residents, formulating programs to meet the changing requirements of the community, and measuring the effectiveness of ongoing municipal services. They adopt laws and policies to govern the City.
- Unless restricted by state law, each Councilmember is entitled to vote or abstain on every question decided at a Council meeting, and has full parliamentary privileges in Council meeting
- The Council exercises regulatory powers to require that certain businesses and activities be licensed, and to tell property owners how and for what purposes they may use their property.
- The Council may levy taxes, assess fees and charges, and sell bonds in order to finance the many functions of the City government.
- The Council is one of the biggest purchasers in the community, and must see to it that the City gets the best value possible for dollars spent
- May communicate with the staff of the City of Leon Valley for information gathering purposes or fact finding; however, may not give administrative direction to the staff.
- Offer employment to and terminate employment of the City Manager.
- Evaluate the performance of the City Manager

City Manager

- The City Manager functions as the chief executive of the government organization.
- The City Manager enforces all City ordinances, rules, and regulations.

- The City Manager oversees all day-to-day-operations of the City by managing municipal employees and programs in an effort to ensure effective and efficient government service.
- The City Manager prepares and executes the City's annual budget pursuant to the revenue and expenditure plans adopted by the Council.
- The City Manager manages the City's funds and prepares periodic reports that advise the Council and the general public of the City's condition.
- In an effort to ensure Council makes informed decisions, the City Manager serves as the chief policy advisor to the City Council.
- The City Manager provides Council meeting agendas and attends all such meetings to serve as a resource to the Council and the public.
- Drawing Council's attention to community needs and recommending alternatives by which the Council can respond to those needs is also a function of the City Manager.

Why were Council/Manager Forms of Government Created: To fight corruption and unethical behavior by fostering professionalism, transparency, responsiveness and accountability. To the greatest extent possible, Council-Manager cities separate the political nature of law and policy making with the apolitical nature of implementation.

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C #2015-12-01-10**
TO: Mayor and Council
FROM: Randall Wallace, Chief of Police
THROUGH: Kelly Kuenstler, City Manager
SUBJECT: Presentation, discussion and possible action on a proposed Body Armor Policy for the Leon Valley Police Department.

PURPOSE

As part of the current budget, the City Council approved the purchase of body armor for all the full-time Officers in the Police Department. This purchase will be the third time the City has purchased the body armor, before this it was up to the individual officer to make the purchase either outright or using their clothing allowance (which did not cover the entire cost). This purchase is to replace body armor that has exceeded the five year life span and is also to purchase body armor for the officers who currently do not have any.

The Police Departments current Body Armor Policy has been modified to make the wearing of body armor mandatory for uniformed officers. The first City purchase the usage was mandatory but this was changed at the time of the second purchase. For the second purchase, officers were not required to participate.

The only exception to wearing the body armor is a physical condition that exists that would prevent this. This condition will require a Doctors excuse.

Non-uniformed personnel will be mandated to wear their vest when they serve a search or arrest warrant or when they anticipate becoming involved in a potentially confrontation situation. Nothing in the policy would prohibit the non-uniformed personnel from wearing their vest on a daily basis.

The Police Department is purchasing the body armor using the Texas Smartbuy cooperative purchasing program. This will satisfy all legal requirements for the purchase.

The vest most officers nationwide purchase is a level II. We are giving our officers the option of upgrading, at no cost to themselves, to the level III-A, of which all but one has taken advantage of. The advantage in increased protection levels from II to III-A is not so much protection from penetration of pistol fire, but a significant reduction in the blunt trauma received.

SEE LEON VALLEY

Social – To provide our employee’s with the necessary tools to perform the functions of their job while giving them the most protection we can.

Economic – N/A

Environmental – N/A

FISCAL IMPACT

The purchase of the body armor was approved by City Council during the budget process. The funding is coming from the Police Forfeiture Account.

STRATEGIC GOALS

The approval of this agreement will directly impact Strategic Goal Number 7, “Pursue Revenue Enhancements to Enhance City Operations”. By utilizing forfeiture funds to purchase equipment for the Police Department the financial burden is not placed within the General Fund.

RECOMMENDATION

Approve the policy as presented.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

City of Leon Valley

Body Armor Policy

December 1, 2015

Background

- As part of the budget process the City Council approved the purchase of body armor for all full-time officers
 - Third time City has purchased for officers
 - First purchase wearing of vests was mandatory
 - Second purchase wearing of vests was optional
 - Third City –this one – wearing of vests will be mandatory
 - Prior purchases were either outright or on officers clothing allowance

Background

- This purchase is to replace body armor that has exceeded the five year life span or to purchase body armor for the officers who currently do not have any

Uniformed Personnel

- Body armor shall be considered part of the uniform and will be worn when the uniform is worn
 - Both on and off duty

Non-uniformed Personnel

- Non uniformed personnel shall wear their vest when
 - They are serving an arrest or search warrant
 - They anticipate becoming involved in a potentially confrontational situation
 - Nothing would prohibit their non-uniformed personnel from wearing their vest on a daily basis

Exception

- The only exception to the wearing of body armor would be a physical condition
 - Must have Doctors excuse

Purchase

- The body armor is being purchased using the Texas Smartbuy cooperative purchasing program
 - This satisfies all legal requirements for the purchase
 - HUB, bids, etc

Purchase

- The standard vest is the level II. Our officers can choose this protection but we are giving them the option of upgrading, at no cost to themselves to the level III-A
 - The advantage in increased levels is not so much protection from penetration of pistol fire, but a significant reduction in the blunt trauma received.

Purchase

Threat Level	Bullet Caliber and Type	Bullet Image (Fit to scale)	Bullet Mass (grains)	Impact Velocity	
				ft/s	m/s
IIA	9mm full metal jacket, round nose		124	1120	341
	40 S&W full metal jacket		180	1055	322
II	9mm full metal jacket, round nose		124	1205	367
	.357 magnum jacketed soft point		158	1430	436
IIIA	9mm full metal jacket, round nose		124	1430	436
	.44 magnum semi-jacketed hollow point		240	1430	436
III	7.62 NATO full metal jacket (M80 Ball)		148	2780	847
IV	.30 caliber armor piercing (AP M2)		166	2880	878

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C #2015-12-01-11**

TO: Mayor and Council

FROM: Randall Wallace, Chief of Police

THROUGH: Kelly Kuenstler, City Manager

SUBJECT: Presentation, discussion and possible action of the Body Worn Digital Recording Systems Policy from the Police Department; and approval of Ordinance No. 15-029, a Budget Adjustment related to purchase Body Worn Digital Recorders for each Police Officer assigned to patrol.

PURPOSE

The use of Body Worn Digital Recording (BWDR) system provides an unbiased audio/visual recording of events that our Police Officers encounter. These recordings can be useful for the documentation of evidence, the preparation of offense reports, and future court testimony. These recordings can also protect employees from false allegations of misconduct and be of use when debriefing incidents or evaluating performance.

The Police Department will issue a BWDR to each officer who is engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public.

While we cannot describe each situation that the system may be used, it will be used when the officers have detained or arrested a person, are attempting to detain or arrest a person, or by the nature of the call are likely to detain or arrest a person.

Examples of when the BWDR must be activated include, but are not limited to, traffic stops, pursuits, DWI investigations, warrant service, investigatory stops, or any contact that becomes adversarial. The officers may activate the system anytime they believe its use would be appropriate.

Once the BWDR system is activated it shall remain on until the incident has concluded. Conclusion of an incident has occurred when all arrests have been made and arrestees have been transported; and all witnesses and victims have been interviewed. Recording may cease if no further law enforcement action is likely to occur.

It should be noted that these BWDR systems are above and beyond the current recording system we have in our vehicles. The BWDR will not replace the car cameras.

The City has received a quote from Coban Technologies for the purchase of 20 BWDR systems. The total for these will be \$20,500.00. This will give each officer, taking into account future planned hires, a device along with having two extras. Coban Technologies is the vendor for our car camera systems and the two systems will share the backend side of the technology, thereby negating the necessity to purchase this for the BWDR's.

SEE LEON VALLEY

Social – To provide our employee’s with the necessary tools to perform the functions of their job while giving them the most protection we can.

Economic – N/A

Environmental – N/A

FISCAL IMPACT

\$20,500 to be taken from the Police Forfeiture Fund.

STRATEGIC GOALS

N/A

RECOMMENDATION

Approve the policy and purchase, as presented; approving Ordinance No. 15-029.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

APPROVING AN AMENDMENT TO CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.09 PARKS AND RECREATION, SECTION 1.09.011 PENALTIES, TO MOVE PENALTIES TO A NEW SECTION 1.09.012, AND ADDING A SECTION 1.09.011 VARIANCES.

WHEREAS the City of Leon Valley is committed to providing its citizens with a superior and varied Parks, Open Space and Recreation program; and

WHEREAS the City of Leon Valley has had several requests for variances to the code for special events and activities which may enhance the recreational opportunities for the citizens; and

WHEREAS the current code does not allow for variances:

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

1. That the City Council of the City of Leon Valley hereby approved an amendment to Chapter 1 General Provisions, Article 1.09 Park Resource Usage, Section 1.09.011 to move "Penalties to be Section 1.09.012, and

2. Add a Section 1.09.011, to read "Variances

Request for Variance.

(1) The Park Commission may hear requests for variances and make recommendations regarding the granting of a variance to the City Council.

(2) A person, agency, or organization may file a written request for a variance from this Article. The request must contain the following information:

(A) The specific nature of the variance requested;

(B) A detailed explanation of why the person, agency, or organization believes they should be granted the variance, including any supporting documentation; and

(C) A signed statement that the facts contained in the request are true and within the person's personal knowledge.

(3) The Park Commission may request the person, agency, or organization to provide additional information, which must be filed within ten days of the request or as otherwise directed in the request.

(4) When variances may be granted.

(A) A variance to the Park ordinance may be granted when the request is consistent with the goals of this Article; and

(B) Granting the variance will not cause significant harm to any other person or group of persons or result in the city being in violation of regulatory requirements; and

(C) The activity being granted will not disturb the peace and dignity of the surrounding residential neighborhoods.

(5) Terms and conditions of variance.

(A) The City Council may grant a variance for such a term and in accordance with any conditions the city deems appropriate.

(B) It is a term of every variance granted by the city that the variance may be rescinded based on changed circumstances, new information, or failure of the holder of the variance to abide by the terms and conditions of the variance or to comply with these rules or any other order or rule of the city.

(C) The city may require a person granted a variance to file reports with the city containing such information as the city believes relevant to monitoring the continuing appropriateness of the variance”.

3. This ordinance shall become effective on and after its passage, approval, and publication, as prescribed by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 1st day of December, 2015.

APPROVED

CHRIS RILEY
MAYOR

Attest: _____
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: _____
PATRICK BERNAL
City Attorney



Exhibit "A"
Ordinance No. 15-029

**CITY OF LEON VALLEY, TEXAS
BUDGET ADJUSTMENT
FISCAL YEAR 2014-2015**

Request Submitted By: *Fred S. Wood* Date: 11-23-15
 Department Head

Approved By: *Rosalinda Newlock* Date: 11-23-15
 Assistant Finance Director

Approved By: *Kelly Kuenstler* Date: 11-23-15
 City Manager

TYPE OF TRANSFER: **DEPARTMENT:**

Inter-Departmental Transfer

Intra-Departmental Transfer

Supplemental Appropriation Police Forfeiture Fund

FROM:

FUND	ACCOUNT NO.	DESCRIPTION	AMOUNT
Police Forfeiture	901	Reserve	\$20,500

TO:

FUND	ACCOUNT NO.	DESCRIPTION	AMOUNT
Police Forfeiture	901	Body Cameras	\$20,500

City of Leon Valley

Body Worn Digital Recording System

December 01, 2015

Background

- The City of Leon Valley is in the process of purchasing Body Worn Digital Recording (body cameras) for the officers
 - Will be for each officer who is engaged in traffic, patrol, who regularly detains and stops motor vehicles, or are the primary first responders

Usage

- The Body Worn Digital Recording (BWDR) system shall be used when officers
 - Have detained or arrested an individual
 - Are attempting to arrest or detain an individual
 - By the nature of the call are likely to detain or arrest an individual

Usage

- Examples when the BWDR must be activated
 - Traffic stops
 - Pursuits
 - DWI investigations
 - Warrant service
 - Investigatory stops
 - Or any contact that becomes adversarial

Usage

- When the systems can be deactivated
 - When all arrests have been made and arrestees have been transported
 - After all witnesses and victims have been interviewed
 - Or when no further law enforcement action is likely to occur

Important Note

- The Body Worn Digital Recorder system is not replacing the cameras in the vehicles

Fiscal Impact

- The Police Department has received a quote from Coban Technologies
 - \$20,500 for 20 camera systems
 - Quote was from a cooperative purchasing entity which meets all legal requirements for purchasing
- Coban Technologies is our provider for our in car camera systems
 - Both systems will share the backend connection thereby saving monies

Recommendation

- Approve the policy as presented and authorize the expenditure of \$20,500 to purchase Body Worn Digital Recorder systems for the Leon Valley Police Department

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-12**

TO: Mayor and Council

FROM: Kelly Kuentler, City Manager

THROUGH: Kelly Kuentler, City Manager

SUBJECT: Discussion and possible action authorizing the City Manager to enter into an agreement with the City of Helotes for dispatch services.

PURPOSE: This discussion & possible action is a follow up from the November 17, 2015, City Council Meeting. Presentation this evening is for the purpose of a service enhancement and a cost savings in the dispatch service area.

FISCAL IMPACT

N/A

STRATEGIC GOALS

N/A

SEE LEON VALLEY

Social – Citizens of the City of Leon Valley should enjoy an enhanced dispatch service when they are combined with the City of Helotes.

Economic – The joining of dispatch services with the City of Helotes is anticipated to result in an annual savings to the City of Leon Valley in the approximate amount of \$253,489 during the upcoming fiscal year.

Environmental – N/A

RECOMMENDATION

Authorize the City Manager to enter into an agreement with the City of Helotes for dispatch services.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

STATE OF TEXAS § INTERLOCAL AGREEMENT FOR
§ POLICE, FIRE, AND EMS
COUNTY OF BEXAR § DISPATCH SERVICES

This Interlocal Agreement (the “Agreement”) is entered into by and between the City of Helotes, Texas, a Type A General Law Municipality of the State of Texas (the “City”), and the City of Leon Valley, Texas (the “Agency”), a Type A General Law Municipality. The Agency and City shall, singularly, be referred to as the “Party” and, collectively, as the “Parties.” This Agreement is entered into by the Parties, pursuant to the authority granted under the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

WHEREAS, the Parties desire to ensure the provision of police, fire, and emergency medical service (EMS) dispatch services and to enhance the public safety and welfare of the citizens of the City of Leon Valley; and

WHEREAS, the Agency and City agree that reliable police, fire, and EMS dispatch services assist both the Agency and the City; and

WHEREAS, the Agency and City have determined that it is mutually beneficial for the City to provide police, fire, and EMS dispatch services to the Agency; and

WHEREAS, the Agency and City agree that cooperative governmental services should be provided through the City of Helotes Dispatch Center, hereinafter referred to as the “HDC;” and

WHEREAS, the Agency finds that the compensation to be paid to the City herein is in an amount that fairly compensates the City for the services or functions provided herein.

NOW, THEREFORE, THE AGENCY AND CITY AGREE AS FOLLOWS:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms under which the City will provide police, fire, and EMS dispatch services to the Agency and the compensation that the Agency will pay to the City for said services.

ARTICLE II
TERM

2.01 The term of this Agreement shall begin on December 14, 2015 and shall continue for a period of five (5) years, unless terminated by either Party as provided herein. The Agreement will automatically renew for one (1) additional one-year term, subject to

termination provisions, unless either Party notifies the other Party that it will not renew this Agreement ninety (90) days prior to the end of the one-year term (subsequent term).

- 2.02 Either Party may terminate this Agreement for cause by giving the other Party written notice of its intent to terminate the Agreement at least ninety (90) days prior to the effective date of termination; however, prior to written notice of termination, a Party must allow the other Party thirty (30) days to cure the error.
- 2.03 The Agency paying for the performance of a governmental function or service provided herein shall make those payments from current revenues available to that Party.

ARTICLE III
DESIGNATED REPRESENTATIVES

- 3.01 City hereby appoints its City Administrator, or his/her designee, as its designated representative with regard to this Agreement. The City Administrator, or his/her designee, shall be the primary point of contact for the City.
- 3.02 Agency hereby appoints its City Manager, or his/her designee, as its designated representative with regard to this Agreement. The City Manager, or his/her designee, shall be the primary point of contact for the Agency.

ARTICLE IV
CITY'S DUTIES AND RESPONSIBILITIES

- 4.01 The City, through the Helotes Dispatch Center (the "HDC"), shall provide police, fire, and EMS dispatch services to the Agency, acting through the Agency's Police, Fire, and EMS Departments, in accordance with the terms and conditions of this Agreement. Dispatch services will be provided by the City twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The HDC will use its best endeavors to schedule two (2) on-duty dispatch personnel at all times, barring unforeseen circumstances beyond the control of the HDC, such as personnel illness, inclement weather, acts of God, or the like. Scheduled on-duty dispatch personnel may conduct ride alongs, training, or other similar activities at the discretion of the HDC Supervisor. Moreover, the HDC will use its best endeavors to provide hiring preference to current Agency dispatch personnel when making HDC staffing decisions.
- 4.02 Dispatch services shall mean informing, advising, and dispatching police, fire, and EMS personnel/units to the scene of an incident to which such personnel/units ordinarily and customarily respond.
- 4.03 Requests from the public and/or personnel/units referenced above for dispatch services will be taken by telephone (non-emergency), E911, and Telecommunications Devices for the Deaf (TDD).

- 4.04 Dispatch services provided to police, fire, and EMS personnel/units shall be provided through the City of San Antonio / Bexar County 800 MHz Radio System and/or the Agency's VHF Radio System.
- 4.05 Police, fire, and EMS calls for service (the "CFS") will be dispatched in a timely manner once the incident is entered into the Computer Aided Dispatch (CAD) system. All calls for service will be dispatched according to City, HDC, and/or Agency protocols. The City will act earnestly and in good faith to implement protocols requested by the Agency; however, the City shall be the final arbiter of all dispatch protocols. If there are discrepancies in this area, both parties agree to a meeting of staff to discuss performance issues and no reasonable request for service by Agency will be denied.
- 4.06 The HDC shall be operated in a manner consistent with the City's policies and procedures.
- 4.07 Radio communications protocols have been developed by the HDC so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available, if requested, to qualified personnel from the Agency upon execution of this Agreement.
- 4.08 The Parties shall consult with each other regarding the configuration of personnel/unit identifiers for the Agency.
- 4.09 Procedures for establishing prioritization of calls shall be the responsibility of the HDC. Call priorities shall be equally applied to all governmental jurisdictions or agencies dispatched by the HDC. Generally, all calls will be answered and dispatched in the order in which they are received by the HDC.
- 4.10 The City will maintain records on all transactions in accordance with statutorily-required record retention guidelines. CAD information will be maintained for a minimum of two (2) years.
- 4.11 If the Agency utilizes mobile data terminals (MDTs) and requests that the City provide TCIC/NCIC information to said MDTs, the City will provide the necessary software only, excluding MDTs, mounting hardware, and wireless connection cards, and assist, if necessary, with the installation of the software on the Agency's MDTs. City MDT support personnel will provide remote software support Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City holidays. On-site software support will only be available at City of Helotes Municipal Offices, 12951 Bandera Road, Helotes, Texas 78023.
- 4.11.1 The City shall fulfill its TCIC/NCIC responsibilities pursuant to the Terminal Agency Agreement executed between the Agency and City. City or City sub-contracted personnel shall audit, on an annual basis, all MDTs having access to City-hosted TCIC/NCIC information. All MDTs and related software/hardware shall comply with

Department of Public Safety Criminal Justice Information Services (CJIS) Security Policy requirements.

4.11.2 The City shall provide the Agency with written operation and administrative procedures with regard to City-hosted TCIC/NCIC information.

ARTICLE V
AGENCY’S DUTIES AND RESPONSIBILITIES

- 5.01 The Agency shall be responsible for the cost to procure and maintain all equipment and network connectivity needed to communicate with HDC.
- 5.02 The Agency shall adhere to all communications protocols developed by HDC. The Agency shall ensure that all law enforcement personnel who will have access to criminal justice information shall comply with Texas Law Enforcement Telecommunications (TLETS), Texas Crime Information Center (TCIC), and National Crime Information Center (NCIC) certification guidelines.
- 5.03 The Agency shall follow the HDC’s written operation and administrative procedures.
- 5.04 The Agency shall provide to the HDC twenty-four (24) hours per day, seven (7) days per week access to the Agency’s decommissioned dispatch center to serve as one of the HDC’s emergency relocation dispatch center sites. The HDC shall make quarterly visits to the site to ensure that all hard- and software and related dispatch equipment is operational and available during emergency situations requiring HDC utilization of the site. The HDC Supervisor shall inform the Agency if any hard- and/or software and related dispatch equipment is non-operational, and it shall be the responsibility of the Agency to pay for and correct any such deficiency.

ARTICLE VI
COMPENSATION

- 6.01 The Agency shall pay the City in accordance with the Fee Schedule below, commencing on the effective date of this Agreement through December 14, 2020.

YEAR	BASE COST	INCREMENTAL COST*	TOTAL**
1	\$135,000.00	\$0.00	\$135,000.00
2	\$135,000.00	\$2,970.00	\$137,970.00
3	\$137,970.00	\$3,035.00	\$141,005.00
4	\$141,005.00	\$3,102.00	\$144,107.00
5	\$144,107.00	\$3,170.00	\$147,277.00

TOTAL:

\$705,359.00

* Based on 2.20% (avg.) year-over-year consumer price index adjustment. Computed by averaging the CPI for All Urban Consumers in the South, Not Seasonally Adjusted, for All Items from 2010 – 2014.

** Payable quarterly in October, January, April, and July.

- 6.02 City shall invoice Agency quarterly, and payment shall be due within thirty (30) calendar days of the date of the invoice. Year One (1) payments shall be prorated. Invoices shall be sent to:

Accounts Payable
City of Leon Valley, Texas
6400 El Verde Road
Leon Valley, Texas 78238

- 6.03 If either Party terminates this Agreement, the City has the right to receive and the Agency has the obligation to make payment for all services provided before the effective date of termination.
- 6.04 It is understood and agreed the Agency shall have the right to terminate the agreement at the end of any fiscal year if the governing body of the Agency does not appropriate funds sufficient to continue the contract, as determined by the Agency's budget for the fiscal year in question. Termination under this provision shall not be considered a breach of this agreement.

ARTICLE VII

DEFAULT AND REMEDIES

- 7.01 If the Agency fails to pay any sum of money provided for in this Agreement within a ten (10) day grace period of terms enumerated within Article VI above, or fails in the performance of any other of its obligations or the observance of any other covenants under this Agreement, the City may, at its option, terminate this Agreement upon thirty (30) days prior written notice to the Agency. If the Agency cures the default within the thirty (30) day period, this Agreement shall remain in full force and effect. If Agency fails to cure the default within the thirty (30) day period or advises the City that it elects not to cure the default, this Agreement may be terminated by the City. The remedies contained in this paragraph shall be cumulative of, and in addition to, all other rights and remedies that are available to the City under this Agreement by operation of law or otherwise.
- 7.02 If the City fails in its performance of its obligations or the observance of the covenants under this Agreement, the Agency may terminate this Agreement upon thirty (30) days prior written notice to City. If the City cures the default or breach specified in the notice within such thirty (30) day period, this Agreement shall remain in full force and effect. If the City fails to cure the default or breach within such thirty (30) day period or advises the Agency that it elects not to cure the default, this Agreement may be terminated by the

Agency. The remedies contained in this paragraph shall be cumulative of, and in addition to, all other rights and remedies that are available to Agency under this Agreement by operation of law or otherwise.

- 7.03 Upon notice of termination by the Agency and the City not curing the alleged default, the City shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement and shall take all reasonable steps to mitigate and minimize termination costs.
- 7.04 Within thirty (30) days from the date of the termination of this Agreement, the City shall submit an invoice for unpaid services, if any, performed under this Agreement prior to the effective date of termination which have not been previously invoiced by the City to Agency.
- 7.05 Upon termination of this Agreement, neither Party will have any further obligations to the other except for: (1) payment for services performed prior to termination; (2) any liability for any breach of this Agreement occurring prior to termination; and (3) any provisions of this Agreement which survive termination hereof.

ARTICLE VIII **OWNERSHIP**

- 8.01 Nothing in this Agreement shall constitute a basis for ownership of the HDC or its software, hardware, or other equipment. This Agreement is for service only from the City and does not create any ownership rights in the City's fixed assets or allow for Agency representation on any boards associated with the operation of the HDC.

ARTICLE IX **LIMITATION AND LIABILITIES**

- 9.01 Pursuant to Government Code § 791.006, the Agency is responsible for any civil liability that arises from the services provided by the City.
- 9.02 It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions, except as provided in § 9.01 hereof.
- 9.03 Each Party to the Agreement shall maintain in force, all appropriate insurance policies providing comprehensive general liability insurance; auto liability and physical damage coverage; law enforcement liability; and workers compensation insurance during any term of this Agreement. To the extent permitted by law, and as required by § 9.01 hereof, the Agency shall indemnify, save, defend, and hold the City harmless from any liability arising from the performance of this Agreement. The Agency shall include the City, its Officers, and Employees as additional insureds on all required insurance policies other than workers compensation insurance. The Agency shall provide the City with

certificates of insurance complying with the requirements of this Section during any effective term hereof.

- 9.04 Nothing herein shall ever be interpreted as the creation of an agency, partnership, joint venture, or any type of relationship, except one of interlocal cooperation in the express manner provided by Tex. Gov't Code Ann. § 791.001 et seq., known as the Interlocal Cooperation Act.

ARTICLE X
NOTICES

- 10.01 All notices given under this Agreement shall be in writing and shall either be personally serviced against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to the Agency: City Manager
 City of Leon Valley, Texas
 6400 El Verde Road
 Leon Valley, Texas 78238

If to the City: Mayor
 City of Helotes
 P.O. Box 507
 Helotes, Texas 78023

With copy to: City Administrator
 City of Helotes
 P.O. Box 507
 Helotes, Texas 78023

ARTICLE XI
ASSIGNMENT OR TRANSFER OF INTEREST

- 11.01 A Party to this Agreement may not assign its rights, privileges, and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party, except to a successor governmental entity or as required by law.

ARTICLE XII
AMENDMENT

- 12.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly approved by the Parties hereto.

ARTICLE XIII
TEXAS LAW TO APPLY

- 13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XIV
LEGAL CONSTRUCTION

- 14.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 14.02 Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first, in good faith, seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try, in good faith, to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted, in good faith, to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration, collectively known as alternate dispute resolution (“ADR”), shall be assessed equally between the City and Agency, with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.
- 14.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.
- 14.04 Additional Instruments. The City and the Agency warrant that they have the requisite authority to enter into this Agreement and agree and covenant to cooperate, negotiate in

good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included herein.

- 14.05 Recitals incorporated. The representations, covenants, and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated as findings of fact into and made a part hereof for all purposes.

ARTICLE XV
COMPLIANCE WITH LAWS AND ORDINANCE

- 15.01 The Parties shall comply with all federal, state, and local laws in connection with the work and services performed under this Agreement.

ARTICLE XVI
FORCE MAJEURE

- 16.01 A Party to this Agreement shall not be responsible for delays or lack of performance by the Party or its officials, agents, or employees which result from acts beyond that Party's reasonable control, including acts of God, strikes, or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses or acts or failures to act by the other Parties. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XVII
PRIOR AGREEMENTS SUPERSEDED

- 17.01 This Agreement, including the exhibits, appendices, or addenda, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, related to such subject matter.

ARTICLE XVIII
MULTIPLE COUNTERPARTS

- 18.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the 11th day of December, 2015.

CITY OF HELOTES, TEXAS

AGENCY

By: _____
Thomas A. Schoolcraft
Mayor

By: _____
Chris Riley
Mayor

ATTEST:

ATTEST:

Grace Tamez
City Secretary

Saundra Passailaigue
City Secretary

Proposed

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-13**

TO: Mayor and Council

FROM: Sandra Passailaigue, City Secretary

THROUGH: Kelly Kuentler, City Manager

SUBJECT: Discussion and possible action on Resolution No. 15-039R casting a vote by the City of Leon Valley City Council for the Bexar Appraisal District Board of Directors for 2016-2017.

PURPOSE

This item was placed on the City Council agenda at the request of Mayor Chris Riley pursuant to Resolution No. 15-012R.

FISCAL IMPACT

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary



BEXAR APPRAISAL DISTRICT

Michael A. Amezcuita
Chief Appraiser

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451

BOARD OF DIRECTORS

JIM G. MARTIN
Chairman
J. KEITH HUGHEY
Vice-Chairman
CHERI BYROM
Secretary

October 26, 2015

VIA CERTIFIED MAILER
7015 0640 0007 0023 1363

The Honorable Chris Riley, Mayor
City of Leon Valley
6400 El Verde Rd.
San Antonio TX, 78238

SERGIO RODRIGUEZ -
COMMISSIONER, PCT 1
ROBERTO TREVIÑO -
CITY COUNCIL, DISTRICT 1
ALBERT URESTI, MPA

RE: Voting Phase of Selection Process for Election of Bexar Appraisal District Board of Directors for 2016-2017

The Honorable Mayor Riley:

Nominations for the Bexar Appraisal District Board of Directors 2016–2017 terms have been submitted; thank you to those who participated in this process. As required by Section 6.03(k), Texas Tax Code, eligible taxing units may now cast votes for the nominees.

Enclosed is a copy of the voting entitlement of each taxing unit and a ballot listing all persons nominated by the taxing units in alphabetical order. Each taxing unit authorized to vote may do so by resolution of its governing body. Per Section 6.03(k), Texas Tax Code, **"The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15."** The results of this election will be delivered to each taxing unit by December 31.

If you have any questions regarding this process, please contact me or my Executive Assistant, Jennifer Rodriguez, at (210) 242-2406.

Sincerely,


Michael A. Amezcuita
Chief Appraiser

Enclosures

CC Via Regular Mail: Mr. Manuel Longoria Jr, City Manager

Taxing Unit	2014 Tax Levy	Sum of Levies	Votes
Alamo Community College	\$167,326,653.00	\$2,471,291,567.00	339
City of Alamo Heights	\$5,441,957.00	\$2,471,291,567.00	11
Alamo Heights I.S.D.	\$66,005,498.00	\$2,471,291,567.00	134
City of Balcones Heights	\$1,236,711.00	\$2,471,291,567.00	3
Bexar County	\$313,093,125.00	\$2,471,291,567.00	633
Boerne I.S.D.	\$18,583,384.00	\$2,471,291,567.00	38
City of Castle Hills	\$2,658,815.00	\$2,471,291,567.00	5
Town of China Grove	\$104,721.00	\$2,471,291,567.00	0
Comal I.S.D.	\$27,080,158.00	\$2,471,291,567.00	55
City of Converse	\$5,266,806.00	\$2,471,291,567.00	11
East Central I.S.D.	\$32,971,454.00	\$2,471,291,567.00	67
Edgewood I.S.D.	\$13,516,973.00	\$2,471,291,567.00	27
City of Elmendorf	\$198,569.00	\$2,471,291,567.00	0
Fair Oaks Ranch	\$1,786,283.00	\$2,471,291,567.00	4
Floresville I.S.D.	\$14,823.00	\$2,471,291,567.00	0
City of Grey Forest	\$34,002.00	\$2,471,291,567.00	0
Harlandale I.S.D.	\$18,653,090.00	\$2,471,291,567.00	38
City of Helotes	\$2,868,374.00	\$2,471,291,567.00	6
City of Hill County Village	\$288,057.00	\$2,471,291,567.00	1
Town of Hollywood Park	\$2,212,847.00	\$2,471,291,567.00	4
Judson I.S.D.	\$97,009,433.00	\$2,471,291,567.00	196
City of Kirby	\$1,426,794.00	\$2,471,291,567.00	3
City of Leon Valley	\$4,117,541.00	\$2,471,291,567.00	8
City of Live Oak	\$4,849,463.00	\$2,471,291,567.00	10
City of Lytle	\$3,238.00	\$2,471,291,567.00	0
Medina Valley I.S.D.	\$4,662,080.00	\$2,471,291,567.00	9
North East I.S.D.	\$440,568,480.00	\$2,471,291,567.00	891
Northside I.S.D.	\$521,506,599.00	\$2,471,291,567.00	1055
City of Olmos Park	\$2,508,949.00	\$2,471,291,567.00	5
City of San Antonio	\$443,785,429.00	\$2,471,291,567.00	898
San Antonio I.S.D.	\$177,525,799.00	\$2,471,291,567.00	359
City of Schertz	\$906,040.00	\$2,471,291,567.00	2
Schertz-Cibolo I.S.D.	\$6,087,050.00	\$2,471,291,567.00	12
City of Selma	\$1,162,538.00	\$2,471,291,567.00	2
City of Shavano Park	\$2,701,195.00	\$2,471,291,567.00	5
City of Somerset	\$493,384.00	\$2,471,291,567.00	1
Somerset I.S.D.	\$3,665,624.00	\$2,471,291,567.00	7
South San Antonio I.S.D.	\$20,006,668.00	\$2,471,291,567.00	40
Southside I.S.D.	\$16,814,478.00	\$2,471,291,567.00	34
Southwest I.S.D.	\$29,853,922.00	\$2,471,291,567.00	60
City of St. Hedwig	\$528,736.00	\$2,471,291,567.00	1
City of Terrell Hills	\$4,493,710.00	\$2,471,291,567.00	9
City of Universal City	\$5,558,053.00	\$2,471,291,567.00	11
City of Von Ormy	\$74,140.00	\$2,471,291,567.00	0
City of Windcrest	\$1,639,924.00	\$2,471,291,567.00	3
TOTAL	\$2,471,291,567.00		5000

Texas Property Tax Code Sec. 6.03

"The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

RESOLUTION No. 15-039R

A RESOLUTION CASTING A NOMINATION BY THE CITY OF LEON VALLEY CITY COUNCIL FOR THE BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS FOR 2016-2017.

WHEREAS, the City of Leon Valley has received the official ballot electing Directors to the Bexar Appraisal District for two-year term beginning January 01, 2016 and ending December 31, 2017; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS, votes all of its votes for membership on the Board of Directors of the Bexar Appraisal District in favor of: (See Attachment A – Official Election Ballot)

PASSED AND APPROVED by the City Council of the City of Leon Valley this the 1st day of December, 2015.

APPROVED

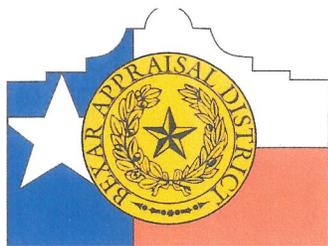
CHRIS RILEY
MAYOR

Attest: _____

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: _____

PATRICK BERNAL
City Attorney



**OFFICIAL ELECTION BALLOT
OF BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS
TO SERVE TWO-YEAR TERM
FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2017**

CANDIDATE

NUMBER OF VOTES

KENNETH BOULDIN (NOMINATED BY SOUTHSIDE ISD)	_____
JACK E. BURTON JR (NOMINATED BY CITY OF BALCONES HEIGHTS)	_____
CHERI BYROM (NOMINATED BY SOUTHWEST ISD & JUDSON ISD)	_____
KEITH HUGHEY (NOMINATED BY NORTH EAST ISD)	_____
YVONNE KATZ (NOMINATED BY ALAMO COMMUNITY COLLEGE DISTRICT)	_____
CARLOS QUEZADA (NOMINATED BY HARLANDALE ISD)	_____
SERGIO "CHICO" RODRIGUEZ (NOMINATED BY BEXAR COUNTY)	_____
MICHELE BUNTING ROSS (NOMINATED BY CITY OF SHAVANO PARK)	_____
RICK A. SCHRODER (NOMINATED BY CITY OF HELOTES)	_____
CHRIS SWEENEY (NOMINATED BY TOWN OF HOLLYWOOD PARK)	_____
GEORGE TORRES (NOMINATED BY NORTHSIDE ISD)	_____
ROBERTO C. TREVIÑO (NOMINATED BY CITY OF SAN ANTONIO)	_____

City of Leon Valley, Texas

TAXING UNIT NAME: _____

IMPORTANT -- VOTE MUST BE MADE BY RESOLUTION.
PLEASE BE SURE TO ATTACH THIS BALLOT TO YOUR RESOLUTION.
THANK YOU.

MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-14**
TO: Mayor and Council
FROM: Kelly Kuenstler, City Manager
SUBJECT: Discussion and Consideration on Submission of an Application to Solar Host SA to provide solar energy to the municipal building within the City of Leon Valley

PURPOSE: This discussion & consideration is a follow up on a request from the Mayor. The purpose of the submission of this application is for a free solar system housed on the roof of the new city hall, the fire department and/or any other city building by Solar Host SA.

FISCAL IMPACT

No charge for system installation & maintenance. There is also a credit of \$0.03 per kilowatt-hour for every kilowatt-hour that the system generates. How many kilowatts the system will generate is unknown. For information purposes, current electricity bills at the Fire Department run approximately \$10,800 per year and \$4,800 per year at City Hall.

STRATEGIC GOALS

N/A

SEE LEON VALLEY

Social – N/A

Economic – No charge for system installation & maintenance. There is also a credit of \$0.03 per kilowatt-hour for every kilowatt-hour that the system generates. How many kilowatts the system will generate is unknown.

Environmental – Assists in community efforts to reach renewable energy goals. This means that if enough of these are built that CPS won't have to build another traditional power plant. Instead, the rooftops (along with all the other hosts) will be the power plant.

RECOMMENDATION

Authorize the City Manager to submit an application to Solar Host SA for a free solar system to be housed on the roof of City Hall, the Fire Department and/or any other city building. This will require an assessment of the structure and build of the new roof that

has been installed on both buildings.

RECOMMENDATION

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Solar Host SA

Regular City Council Meeting

December 1, 2015



Purpose

- Discussion and consideration on submission of an application to solar host SA to provide solar energy to the municipal building within the City of Leon Valley

What does it mean to be a solar host?

- Much like private ownership of solar systems, a homeowner or business would “host” a solar system on their roof. The difference with SolarHosting is that the homeowner or business owner, YOU, would not pay anything at all to have the system installed and maintained.



How can I know if my roof is eligible for the program?

- Each roof will be evaluated by the PowerFin team. The initial review will be done using satellite imagery to assess roof orientation and shading. If the initial factors look good, then a PowerFin representative will contact you to set up an on-site evaluation.



Fiscal Impact

- No charge for system installation & maintenance.
- There is credit of \$0.03 per kilowatt-hour for every kilowatt-hour that the system generates. How many kilowatts the system will generate is unknown.
 - For information purposes, current electricity bills at the Fire Department run approximately \$10,800 per year and \$4,800 per year at City Hall.



Recommendations

- Authorize the City Manager to submit an application to Solar Host SA for a free solar system to be housed on the roof of City Hall and/or Fire Department. This will require an assessment of the structure and build of the new roof that has been installed on both buildings.

Solar Host SA

Regular City Council Meeting

December 1, 2015



MAYOR AND COUNCIL COMMUNICATION

DATE: December 01, 2015 **M&C # 2015-12-01-15**

TO: Mayor and Council

FROM: Kelly Kuentler, City Manager

SUBJECT: Discussion and Possible Action on a 2016 Town Hall Meeting

PURPOSE: This discussion & possible action is to review agenda items for the 2016 Town Hall Meeting and to solicit public input on said agenda items.

FISCAL IMPACT

No fiscal impact.

STRATEGIC GOALS

A 2016 Leon Valley Town Hall Meeting is in line with Goal #6, Citizen Involvement in the 2010 Strategic Plan.

SEE LEON VALLEY

Social – To bring residents of Leon Valley together to discuss citizen concerns, priorities & input.

Economic – N/A

Environmental – N/A

RECOMMENDATION

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary



**CITY OF LEON VALLEY
ANNUAL TOWN HALL MEETING**

Leon Valley Conference Center
6421 Evers Road, Leon Valley, Texas 78238
Saturday, January 23, 2015 - 8:30 a.m. to 12:30 p.m.

AGENDA

1. **8:30 A.M.** Call to order, Determine a Quorum is Present.
2. Update on Emergency Preparedness – Billy, Leon Valley Fire Department
3. Public Private Partnership – Present draft MOU for citizen input
4. Police Enforcement & Presence
5. Forest Oaks Pool
6. Home Rule
7. 5 Year Strategic Plan for LV Public Library
8. Hike & Bike Trail
9. Report on Evers Road Bridge
10. Clean Up, Fix Up Day and Beautification Awards (annual).
11. Adjournment

Executive Session. The City Council of the City of Leon Valley reserves the right to adjourn into Executive Session at any time during the course of this open meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the 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), and 551.087 (economic development).

Attendance by Other Elected or Appointed Officials: It is anticipated that members other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or take action on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

I hereby certify that the above **NOTICE OF PUBLIC MEETING(S) AND AGENDA OF THE LEON VALLEY CITY COUNCIL** was posted at the Leon Valley Public Library, 6425 Evers Road, Leon Valley, Texas, on December __, 2015 at ___ p.m. and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at www.leonvalleytexas.gov. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To make arrangements, call (210) 684-1391, Extension 216.

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

ITEM 23b

BEAUTIFICATION COMMITTEE MEETING
City of Leon Valley

21 October 2015

SUBJECT: Minutes of Meeting

1. OPENING OF MEETING: The Chair, Mayor Riley, opened the meeting at 5:45 p.m. on 21 October 2015 at the Leon Valley Fire Department. She introduced new member, Jean Johnson.
2. ATTENDANCE:
Members Present: Donna Charles, Lupe Carpio, Carolyn Diaz, Jean Johnson, Shirley Jonas, Carrie Macias, Jerry Perales, Chris Riley
Members Absent: Belinda Ealy, Lyn Joseph
Guests: None
3. APPROVAL OF MINUTES: The minutes of the last meeting, 16 September 2015, were approved with corrections as distributed by email.
4. OLD BUSINESS:
PLANTED POTS
 - The first delivery of planted pots, seven (7) in number, was made on 15 September 2015 to the following businesses:
 - 1) One (1) to the Leon Valley Café
 - 2) One (1) to World Finance Corporation
 - 3) Five (5) to Sunset Plaza
 - The remainder of the planted pots, six (6) in number, were distributed on 9 October 2015 to the following businesses:
 - 1) Two (2) to the Chamber of Commerce
 - 2) Two (2) to Red Wing Shoes
 - 3) One (1) to Texas Pride Insurance
 - 4) One (1) to Funeral Caring U.S.A.
 - Signed agreements are on file with the Beautification Committee, City of Leon Valley.
 - The Mayor asked that additional photos be taken and an article be placed in the Lions Roar. Ms. Charles offered to take photos and write a draft article to submit to the Editor.
 - The Committee plans to resume in early Spring after vendors have replenished their pots and plant inventory.

BULK PICKUP REPORT

- There were few complaints and problems this pick up time. Approximately three areas were forgotten but Waste Management responded very quickly when notified.

PURCHASE OF BEAUTIFICATION AWARD SIGNS, AWARDS CRITERIA, AND WREATHS

- Sixty beautification signs were purchased. The language is generic so that they may be used to recognize both businesses and residences. Much discussion took place as to how, when, and by what method recipients will be selected. Ms. Charles was asked to come up with a draft of criteria to be reviewed by the members.
- Once the criteria and method of selection are agreed upon, the awards program will be advertized. It is tentatively planned to recognize a business and a residence, one in each of the 19 subdivisions of Leon Valley, in the month of May.
- Two large wreaths with red ribbons will be purchased and placed on each of the monuments for the Holiday Season.

5. GENERAL DISCUSSION:

- Members inquired about the recognition, best food, best theme, and most attendees, given to communities during National Night Out Activities, as they were unaware of such recognition potential. The Mayor explained that the recognition is a Chief of Police Program. Most felt that such recognition must be advertised in a way to assure that all communities are aware of the criteria so that they may strive for one or more of the categories.
- The following events were announced:
 - 1) Coffee with the Mayor, Conference Center, from 9a to 11a on 24 October 2015.
 - 2) Fall Festival, from 3p to 9p on 24 October 2015, at Raymond Rimkus Park. There will be food, entertainment, costume contest, pumpkin carving, and a pumpkin pie bake off.
 - 3) Arbor Day, from 9a to 12p on 31 October 2015, at the Library. Three hundred and fifty trees will be given away.
 - 4) Trash and Treasure Fundraiser, Northwest Senior Citizens, from 9a to 2p on 31 October 2015.
 - 5) Earth Day, 9a-2p on 16 April 2016, at Woodlawn Lake Park. There will be a variety of booths, entertainment, and a shred truck. Discussed the various locations for large shredding needs throughout the year. One location is the San Antonio Credit Union located at Mystic Park and Bandera. Membership is not necessary.

- The Mayor discussed the desire to have a Fix Up-Clean Up Day in Leon Valley modeled after the Day in Live Oak. The members believe that it can be planned for the Spring, if it is kept on a smaller scale than the one described for Live Oak.

6. MEMBERS' EMAILS:

Lupe Carpio	<u>dcarpio65@att.net</u>
Donna Charles	<u>donna.charles@sbcglobal.net</u>
Carolyn Diaz	<u>CJD44@hotmail.com</u>
Belinda Ealy	<u>msg8111@msn.com</u>
Jean Johnson	<u>satjean@earthlink.net</u>
Shirley Jonas	<u>shirleyjonas1961@yahoo.com</u>
Lyn Joseph	<u>lynjille@aol.com</u>
Carolina Macias	<u>macias.robert@yahoo.com</u>
Jerry Perales	<u>j.perales@leonvalleytexas.gov</u>
Chris Riley	<u>mayorriley@leonvalleytexas.gov</u>

7. ADJOURNMENT: The meeting adjourned at 6:42 p.m. The next meeting is scheduled for 18 November 2015 at 5:30 p.m. at the Leon Valley Fire Department.


DONNA J. CHARLES
Secretary