



**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING  
Leon Valley Conference Center**

6421 Evers Road, Leon Valley, Texas 78238  
Tuesday, June 16, 2015

**AGENDA**

**REGULAR CITY COUNCIL MEETING AGENDA**

1. **7:00 P.M.** Call to order, Determine a Quorum is Present, Pledge of Allegiance.
2. **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**

3. Approval of City Council Minutes. **(S. Passailaigue)**
  - a) May 21, 2015 Special City Council Meeting
  - b) May 22, 2015 Special City Council Meeting
4. Consideration of Resolution No. 15-017R appointing members to boards, commissions, and committees in accordance with Ordinance No. 2014-01-13-02. **M&C 2015-06-16-03 (S. Passailaigue)**
5. Consideration of Ordinance No. 15-006 granting Grey Forest Utilities a non-exclusive natural gas franchise relating to the distribution and sale of gas in the City of Leon Valley. **M&C #2015-06-16-04 (M. Moritz)**
6. Consideration and action of Ordinance No. 15-007 authorizing a budget adjustment to the general, water, and stormwater funds, in order for the City to have adequate funds to cover the cost of the Severance Agreement with Manuel Longoria Jr. enacted on May 21, 2015. **M&C #2015-06-16-05 (ACM C. Caldera)**

7. Consider approval for a waiver of related fees for the use of the Leon Valley Conference Center for Representative Justin Rodriguez to hold a Town Hall Meeting on June 25, 2015. **M&C 2015-06-16-06 (S. Passailaigue)**
8. City Manager's Report:
  - a) Update on the Police Department's scheduled move into the new facility
  - b) Leon Valley Dispatch moving from Metro 9-1-1 to Helotes Dispatch
  - c) Leon Valley Water Well Funding
  - d) Department Reports
  - e) Approved Minutes from Boards, Commissions and Committees
  - f) Future Agenda Items:
    - o Funding Request by the Tree Advisory Committee for repurposing the wood from LC17 Project

### **REGULAR AGENDA**

9. Consideration and action on a variance request by Seth Thomas, owner of Diamond Shine Carwash, to Chapter 3.04.013, "Temporary Signs, to display two (2) temporary banners for six (6) months generally located at 7210 Bandera Road. **M&C #2015-06-16-07 (E. Carol)**
10. Consideration and action of Ordinance No. 15-008 regulating the flying of drones in residentially zoned areas of the City. **M&C #2015-06-16-08 (City Attorney C. Rodriguez)**
11. Discussion and action to repeal Ordinance No. 2014-01-13-02, policy for the appointment of city boards and commissions. **M&C #2015-06-16-09 (Council Members Benny Martinez and Carmen Sanchez)**
12. Discussion and action authorizing the City Manager to negotiate an interlocal agreement between the City of Leon Valley and Bexar County for the flood improvement project in the Huebner Creek Enhanced Conveyance NWWC Segment 3(LC-17). **M&C #2015-06-16-10 (E. Carole)**

### **DISCUSSION AGENDA**

13. Upcoming Important Events:
  - a) 4<sup>th</sup> of July Spectacular at Raymond Rimkus Park
  - b) City Office Closed, Monday, July 6<sup>th</sup> in observance of Independence Day.
  - c) LC17 Presentation by Bobby Mengden, PE, CFM
  - d) Coffee with the Mayor and City Council, July 25, 2015 from 9:00 a.m. – 11:00 a.m. at the Leon Valley Conference Center. Topic: CPS Energy Discussion of a Community Solar Program.
14. Citizens to be Heard.
15. 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.

16. 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 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 on the Bulletin Board at City Hall, 6400 El Verde Road, Leon Valley, Texas, on June 12, 2015 at 10:20 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](http://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 City Council Chambers  
6400 El Verde Road, Leon Valley, Texas 78238  
Thursday, May 21, 2015 at 7:00 p.m.

**MINUTES**

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The City Council of the City of Leon Valley, Texas met on the 21<sup>st</sup> day of May, 2015 at the Leon Valley City Council Chambers located at 6400 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 7:00 p.m.

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

Also in attendance were:

City Manager Manuel Longoria, Jr., City Attorney Charles Zech, ACM/Human Resources Director Crystal Caldera, City Secretary Sandra Passailaigue, Finance Director Vickie Wallace and Economic Development Director Claudia Mora.

**Executive Session in Accordance with the Texas Government Code: The Leon Valley City Council will convene in Executive Session Pursuant to Section 551.074, Personnel Matters, to Deliberate on the Continued Employment and Possible Termination of City Manager, Manuel Longoria Jr. and possible appointment of an Interim City Manager.**

Mayor Riley announced that the Leon Valley City Council would convene into Executive Session Pursuant to Section 551.071 *Attorney Client Consultation* regarding legal issues with the possible termination of City Manager Manny Longoria, Jr. and at approximately 7:01 p.m. the Council went into Executive Session.

The City Council reconvened into Open Session at 8:46 p.m. The Council took no action at this time.

The City Council convened back into Executive Session at 8:46 p.m. under Section 551.071 *Attorney Client Consultation* for legal issues and also under Section 551.074 for the possible interim City Manager.

**Reconvene into Open Session and Consider Any Possible Actions Resulting From the Executive Session.**

The City Council reconvened into Open Session at 9:29 p.m.

A motion was made by Council Member Benny Martinez and seconded by Council Member Carmen Sanchez, to accept the severance agreement negotiated tonight between the City of Leon Valley and Mr. Longoria. Upon a vote of four (4) for and none (0) opposed with Council Member David Edwards being absent, Mayor Riley announced the motion carried.

A motion was made by Council Member Carmen Sanchez and seconded by Council Member Benny Martinez, to appoint Mr. Hank Brummett as Interim City Manager for the City of Leon Valley. Upon a vote of four (4) for and none (0) opposed with Council Member David Edwards being absent, Mayor Riley announced the motion carried.

**Adjournment**

Mayor Riley announced the meeting adjourned at 9:31 p.m.

**These minutes approved by the Leon Valley City Council on the 16<sup>th</sup> of June, 2015.**

APPROVED

**CHRIS RILEY**  
MAYOR

ATTEST:

**SAUNDRA PASSAILAIGUE, TRMC**  
CITY SECRETARY



**CITY OF LEON VALLEY  
CITY COUNCIL SPECIAL MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, Texas 78238  
Friday, May 22, 2015 at 7:30 a.m.

**MINUTES**

The City Council of the City of Leon Valley, Texas met on the 22<sup>nd</sup> day of May, 2015 at the Leon Valley City Council Chambers located at 6400 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 7:35 a.m.

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

Also in attendance were:

ACM/Human Resources Director Crystal Caldera, ACM/Randall Wallace, Finance Director Vickie Wallace, City Secretary Sandra Passailaigue, Executive Secretary Angela Trejo, Fire Chief Luis Valdez, Public Works Director Melinda Moritz, Community Development Director Elizabeth Carol, Communications Director Darrick Green, Library Director Sandy Underwood, Special Projects Manager John Krause and Economic Development Director Claudia Mora.

**Meeting with Department Heads to discuss the status of the City Manager pending the outcome of the May 21, 2015 Executive Session.**

Introductions of Council and staff took place followed by a brief description of the recent changes made to management from City Council to staff.

**Adjournment**

Mayor Riley announced the meeting adjourned at 8:17 a.m.

**These minutes approved by the Leon Valley City Council on the 16<sup>th</sup> of June, 2015.**

APPROVED

**CHRIS RILEY  
MAYOR**

ATTEST:

**SAUNDRA PASSAILAIGUE, TRMC  
CITY SECRETARY**

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** June 16, 2015 **M&C# 2015-06-16-03**  
**TO:** Mayor and City Council  
**FROM:** Sandra Passailaigue, City Secretary  
**THROUGH:** Hank Brummett, Interim City Manager  
**SUBJECT:** Consideration of Resolution No. 15-017R appointing members to boards/commissions/committees in accordance with Ordinance No. 2014-01-13-02.

**PURPOSE**

The attached applications reflect requests to serve on the City of Leon Valley various boards/committees/commissions.

**We currently have the following vacancies:**

The Library Board of Trustees – One (1) Trustee vacancy and Two (2) Alternate vacancies. New applicants are: Heather Haskin and Rebecca Cooley with current members Horace Staph and Barbara Owen re-applying.

The Stormwater Advisory Committee – One vacancy. We received no applicants for this committee.

Board of Adjustment – Three (3) Alternate vacancies. We received no applicants for this committee.

Zoning Commission – Place - 7 and three (3) Alternate vacancies. New applicant is Alex Jenicek with current members Phyllis McMillan, Olen Yarnell and Pedro Esquivel re-applying.

Park Commission – Two vacancies. New applicant: Steve Parker

Tree Advisory Board – One (1) Alternate vacancy. No new applicant to fill vacancy but current members Diana Sarfin, Richard Sarfin, Melinda Dawson, Thomas Benavides, Denise Berger and Irene Baldrige have all re-applied.

Leon Valley Economic Development Corporation – One (1) vacancy. No new applicant to fill vacancy but current members Stephen Ynostrosa and Rudy Garcia have all re-applied.

2012 Bond Oversight Committee – No vacancies. New applicant: Alex Jenicek

**SEE LEON VALLEY**

Social – Residents, business owner/operators, and other stakeholders volunteer to actively participate in the decision-making processes affecting the City.

Economic – Not applicable

Environmental – Not applicable

**FISCAL IMPACT**

Not applicable

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**A RESOLUTION OF THE CITY OF LEON VALLEY CITY COUNCIL APPOINTING MEMBERS TO THE LEON VALLEY TREE ADVISORY BOARD, LIBRARY BOARD, 2012 BOND OVERSIGHT COMMITTEE, ECONOMIC DEVELOPMENT BOARD OF DIRECTORS AND THE ZONING COMMISSION.**

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**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 individuals to their respected board or commission:

**TREE ADVISORY BOARD** – *appointments to be named on June 16<sup>th</sup>*

**LIBRARY BOARD** – *appointments to be named on June 16<sup>th</sup>*

**2012 BOND OVERSIGHT COMMITTEE**– *appointments to be named on June 16<sup>th</sup>*

**ECONOMIC DEVELOPMENT BOARD OF DIRECTORS** – *appointments to be named on June 16<sup>th</sup>*

**ZONING COMMISSION** – *appointments to be named on June 16<sup>th</sup>*

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

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

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 16<sup>th</sup> day of June, 2015.

**A P P R O V E D**

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**CHRIS RILEY**  
MAYOR

Attest: \_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

MAYOR AND COUNCIL COMMUNICATION

**DATE:** June 16, 2015 **M&C # 2015-06-16-04**

**TO:** Mayor and City Council

**FROM:** Melinda Moritz, Public Works Director

**THROUGH:** H. B. Brummett, Interim City Manager  
Randall Wallace, Assistant City Manager

**SUBJECT:** An Ordinance, Granting a Franchise Agreement to Grey Forest Utilities to Distribute and Sell Natural Gas in the City of Leon Valley Through the Use of Public Streets, Easements, and Rights of Way; and Setting the Terms and Conditions to Govern the Franchise

**Purpose**

Grey Forest Utilities has had a Natural Gas Franchise Agreement with the City of Leon Valley for the past 20 years. When the new City Secretary took her position with the City of Leon Valley this past year, she discovered that the original agreement had expired back in 2012. The attached ordinance once again grants Grey Forest Utilities the right to distribute and sell natural gas within the City of Leon Valley city limits for the next 20 years. This agreement has been reviewed and is acceptable to the Grey Forest Utilities company. The area serviced by their company includes portions of the Linkwood Addition and Pavona Place neighborhoods. The City Attorney has reviewed the agreement.

**Fiscal Impact**

The previous collection rate of 3% has been increased to 4.5%. Last year's collection was \$3,367.76, so the additional 1.5% would increase the collection to approximately \$5,051.64, depending on customer usage.

**S.E.E Statement**

*Social Equity – N/A*  
*Environmental Stewardship – N/A*  
*Economic Development – N/A*

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**AN ORDINANCE GRANTING TO GREY FOREST UTILITIES, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE, RELATING TO THE DISTRIBUTION AND SALE OF GAS IN THE CITY OF LEON VALLEY THROUGH THE USE OF PUBLIC STREETS, EASEMENTS AND RIGHTS OF WAY; SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

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**WHEREAS**, Grey Forest Utilities is a Texas Corporation providing gas services in the Leon Valley, Texas area and its businesses and residents; and

**WHEREAS**, pursuant to the authority under the Texas Tax Code, the City of Leon Valley, Texas finds that it is to the mutual advantage of both the City and Grey Forest Utilities to enter into a franchise establishing the terms and conditions under which Grey Forest Utilities will operate in the City to the benefit of the City and its Citizens.

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

**SECTION 1: Grant of Franchise**

1.1 Subject to the terms and conditions of this Ordinance, the right, privilege and franchise is hereby granted to Grey Forest Utilities, its successors and assigns (hereinafter referred to as "Grey Forest"), to establish, equip, install, construct, maintain and operate as now or hereafter constituted, works, systems, plants, lines and all related facilities in the present and future streets, alleys, and public places of the City of Leon Valley (hereinafter referred to as the "City"), Texas and its successors, gas lines, with all necessary or desirable appurtenances (including underground conduits, poles, wires, transmission lines and other structures and telephone wires), for the purpose of selling, storing, supplying, conveying, transmitting, distributing and/or transporting natural gas within the limits of the City, the inhabitants thereof, and persons and corporations beyond the limits thereof, for gas and other purposes, including any territory that the City may hereafter acquire, annex or purchase. The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

**SECTION 2: Term and Renewal**

2.1 The initial term of this Franchise shall expire twenty (20) years from the effective date of this Franchise Ordinance. Grey Forest agrees to provide, no less than one (1) year before the expiration of the initial term, written notice of its intent to renew this Franchise. If written notice is provided then at the end of the initial twenty (20) year term, the term shall be automatically renewed for one additional ten (10) year term, unless:

(a) The Company is in material default under the terms of this Franchise Ordinance and written notice is given to the Company by the City; or

(b) Written notice of intent to renegotiate this Franchise at the expiration of the initial term is given to the Company by the City.

2.2 Written notice by the City specified in Section 2.1 above shall be provided one hundred and eighty (180) days after receipt of Grey Forest's intent renew the Franchise. The notice shall specify either the desire to renegotiate or the desire to terminate this Franchise, in which event this Franchise shall either be renegotiated or terminated at the end of the initial term. After renegotiation, this Franchise may be extended for an additional twenty (20) year term, which will include twenty (20) years from the date of the expiration of the initial term. The party that has been provided notice of its intent to seek to renegotiate the terms of this Franchise may withdraw its request prior to the expiration of the initial term of the Franchise, in which event the Franchise shall be renewed automatically.

### **SECTION 3: Location of Facilities and Use of Public Ways**

3.1 The construction, maintenance, and operation of Grey Forest's distribution system and property subject to this franchise shall be subject to all ordinances, regulations and permitting passed and approved by City Council, to the extent that such ordinances and regulations are not in conflict with any pre-emptive jurisdiction over the City. Poles, structures and other appurtenances shall be so erected and maintained as not to interfere unreasonably with traffic over streets and alleys, and underground utilities shall conform to City ordinances and codes, including, but not limited to, requirements for placement of utilities underground.

3.2 In refilling of all openings made by Grey Forest, it shall restore the City's public right of way to a condition equal or better than the original condition, and when Grey Forest shall open any ground in the City's rights of way, Grey Forest shall open no more space or keep the space open any longer than is reasonably necessary to properly execute for which such space shall have been opened. The Company shall comply with all applicable ordinances, rules and regulations for the repair of cuts and excavations.

3.2 Grey Forest shall not install any pipe, line or facility within any park or recreational land and shall not install any above ground facility on City property, without specific written permission by the City. Grey Forest may petition the City Council for permission to cross park lands at the sole discretion of the City Council.

3.3 If Grey Forest is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the City, Grey Forest shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112, Texas Utility Code or reimbursement through any other federal, state county or local program. All requests require appropriate documentation submitted to the City.

3.4 Grey Forest shall use reasonable efforts to avoid any permanent or other damage to any street, alley, bridge or other public place or right of way. City and Grey Forest shall exercise reasonable effort that the installation of utilities in public right of ways do not unreasonably interfere with any facilities of Grey Forest, the city or other utility providers.

### **SECTION 4: Construction, Maintenance, Operation, and Relocation of Grey Forest Facilities:**

A. GREY FOREST shall lay, maintain, repair, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed

appropriate barriers to mark excavations or obstructions in accordance with applicable state and federal requirements, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In the event the GREY FOREST fails to restore the Public Rights-of-Way to approximate as good a condition as before the commencement of the work and within a reasonable time, the City may restore or maintain same, after giving the GREY FOREST thirty (30) days' written notice, provided however that if the GREY FOREST is proceeding diligently to restore the property, the time for restoration shall be extended for such time as is necessary for the GREY FOREST to complete the restoration. If the GREY FOREST fails to restore the Public Rights-of-Way as stated above, GREY FOREST will receive a bill for the reasonable cost of the City repairing same. The GREY FOREST shall, within thirty (30) days after receiving such bill, pay the reasonable cost for such service. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with the then existing Facilities of GREY FOREST and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of GREY FOREST. In the event of a conflict between the location of the proposed facilities of GREY FOREST and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

GREY FOREST or contractors working on behalf of GREY FOREST shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with GREY FOREST's operations in Public Rights-of-Way. City shall notify GREY FOREST as soon as reasonably possible of any projects that will affect GREY FOREST's facilities located in the Public Rights-of-Way. When required to by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, GREY FOREST shall do so as soon as practically possible with respect to the scope of the project. In no event shall GREY FOREST be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to GREY FOREST by City.

B. If City, in constructing, reconstructing, reconfiguring, maintaining, or repairing its sewers, drainage, water lines, streets, or utilities, should request that GREY FOREST remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, GREY FOREST shall do so at its own expense.

When GREY FOREST is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by GREY FOREST as a result of such removal or relocation, and such reimbursement is required to be handled through City, GREY FOREST costs and expenses shall be included in any application by City for reimbursement if GREY FOREST submits its cost and expense documentation to City prior to the filing of the application. City shall reimburse GREY FOREST for its cost to remove or relocate its facilities within thirty (30) days after receipt of the reimbursement from federal, state, county, local or other agencies.

If GREY FOREST is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction, reconfiguration, maintaining, or repairing of sewers, drainage, water lines, streets or utilities by

City or others, GREY FOREST shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When GREY FOREST is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, GREY FOREST shall have the right to seek recovery of relocation costs from responsible parties as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of GREY FOREST to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when GREY FOREST is required by City to perform relocation. City shall not require that GREY FOREST document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If City abandons any Public Rights-of-Way in which GREY FOREST has facilities, such abandonment shall be conditioned on GREY FOREST's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse GREY FOREST for all removal or relocation expenses if GREY FOREST agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests GREY FOREST to remove or relocate its facilities and GREY FOREST agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.
- E. All construction and work done by GREY FOREST, and the operation of its business, under and by virtue of this ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City, relating to the use of its Public Rights-of-Way of the City. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation. GREY FOREST shall, on an Annual basis, provide, reproducible copies of maps showing the location of all existing Facilities to the City.

#### **SECTION 5: Duty to Serve:**

The GREY FOREST hereby agrees that it will not arbitrarily refuse to provide service to any residential or commercial customer that it is economically feasible for the GREY FOREST to serve if the customer to be benefited will pay the cost thereof or if it can be shown that the revenue resulting from such extension will, within a reasonable time after same is made, pay a reasonable return on the GREY FOREST's investment, after making the customary allowance for depreciation.

#### **SECTION 6: Indemnification**

**6.1 IN THE EVENT OF INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY BY REASON OF GREY FOREST'S OR ITS AGENTS OR CONTRACTORS IN THE CONSTRUCTION, OPERATION, MAINTENANCE, OR REPLACEMENT OF GREY FOREST'S**

**GAS DISTRIBUTION SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY, GREY FOREST SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM LIABILITY IN CONNECTION THEREWITH. GREY FOREST HAS THE SOLE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIM OR LEGAL PROCEEDING THAT GIVES RISE TO A RIGHT OF INDEMNITY UNDER THE IMMEDIATELY PRECEDING SENTENCE.**

**TO THE FULLEST EXTENT PERMITTED BY LAW GREY FOREST SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, AND AGENTS AND EMPLOYEES OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF GREY FOREST, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS AGREEMENT.**

**IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION, BY AN EMPLOYEE OF GREY FOREST, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR GREY FOREST OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**SECTION 7: Beneficiary**

7.1 This franchise is intended for the sole benefit of the City and Grey Forest and shall not be construed to create any right, benefit, or cause of action in any third party.

7.2 In addition to the rates charged for gas service, Grey Forest may make and enforce reasonable charges, rules, and regulations for service rendered in the conduct of its business. Such rates shall be established in accordance with all applicable statutes and ordinances. Grey Forest shall maintain on file with the City copies of its current tariffs, schedules or rates and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change in the manner provided by law. The City recognizes and acknowledges that the members of Grey Forest agree to abide by all rules and regulations of Grey Forest as members/customers and nothing in this ordinance should be construed to relieve any member of its obligations to Grey Forest or to abridge its rights of membership in Grey Forest. Grey Forest agrees to apply its policies, rules, regulations, and tariffs in a fair and uniform manner when providing gas service to its members who reside within the limits of the City.

## **SECTION 8: Franchise Fees & Rates**

8.1 As full consideration for the rights and privileges conferred by this Franchise Ordinance and as a charge for the use of streets, alleys and public rights of way, Grey Forest shall collect from its customers and pay to the City a Franchise Fee equal to the sum of the following:

- 1) Four and one-half percent of Grey Forest's actual Gross Receipts from gas sales to its gas sales customers located in the City; plus
- 2) Four and one-half percent of Grey Forest's actual Gross Receipts from Gas Transportation to its gas transportation customers with re-delivery points in the City.
- 3) Other revenues derived from the following 'miscellaneous charges':
  - i. Charges to connect, disconnect, or reconnect gas within the City;
  - ii. Charges to handle returned checks from consumers within the City;
  - iii. Such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
  - iv. Revenues billed but not ultimately collected or received by WTG; and
  - v. Contributions in aid of construction" ("CIAC") which shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.

8.2 From and after the effective date of this agreement, Grey Forest will make quarterly payments to the City for use of City rights of way and file a statement with the City showing its Gross Receipts from gas sales and gas transportation into the City, including the calculation of the franchise Fee for the subject time period.

8.3 It is agreed that the Franchise Fee payments shall be in lieu of any payments for the rights to use the public rights of way in the City including the charge permitted by Texas Tax code Chapter 182 et. seq.

## **SECTION 9: Non-Exclusive**

9.1 This franchise is not exclusive, and nothing herein shall be construed so as to prevent the City, from granting other like or similar rights and privileges to any other person, firm or corporation consistent with applicable state law.

## **SECTION 10: Dispute Resolution**

10.1 Resolution of any dispute arising under this Franchise Ordinance between the City and Grey Forest shall first be attempted via mediation. The dispute shall be submitted to mediation upon written demand by either party. The mediation shall take place in Bexar County, Texas. The mediator shall be selected by agreement between the City and Grey Forest within twenty (20) calendar days from the date the demand for mediation is received by the other party. If the City and Grey Forest cannot agree on a mediator, it shall be done via chance drawing with each submitting a name. Mediation of any dispute shall be a condition precedent to filing a lawsuit, except that nothing herein shall preclude a party from seeking a mandatory or prohibitive injunction or equitable relief from any Court of competent jurisdiction to maintain the status quo pending mediation of any dispute.

## **SECTION 11: Audit**

The Mayor or his/her designee, shall, upon (5) days written notice, have the right to examine and audit, at any time during regular business hours, the accounts and records of Grey Forest that relate to administration of this Franchise.

**SECTION 12: Acceptance**

12.1 Grey Forest shall file its written acceptance of this franchise to the City within sixty (60) days after its passage and approval by City Council.

12.2 Grey Forest acceptance of the franchise agreement under City of Leon Valley Ordinance 2015-xx is reflected in Exhibit A as attached.

**SECTION 13: Conflicting Ordinances & Severability**

13.1 To the extent that any part or all of any other existing ordinance shall conflict with any provision of this Franchise Ordinance shall prevail upon passage, adoption and acceptance of this Ordinance. It is hereby declared to be the intention of the City Council 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 shall 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 and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 16<sup>th</sup> day of June, 2015.

**APPROVED**

\_\_\_\_\_  
**CHRIS RILEY**  
MAYOR

Attest:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**GREY FOREST (ORDINANCE 212) ACCEPTANCE OF FRANCHISE AGREEMENT WITH THE  
CITY OF LEON VALLEY (ORDINANCE No. 15-006)**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris Riley  
City of Leon Valley, Mayor

\_\_\_\_\_  
Richard G. Reinhard  
City of Grey Forest, Mayor

\_\_\_\_\_  
Hank Brummett  
City of Leon Valley, Interim City Manager

\_\_\_\_\_  
William J. English  
Grey Forest Utilities, General Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Saundra Passailaigue  
City of Leon Valley, City Secretary

\_\_\_\_\_  
Shannan Kinsley  
City of Grey Forest, City Secretary

# Grey Forest Utilities Franchise Agreement

City Council Meeting  
June 16, 2015

# Purpose

- To approve an Ordinance, granting a franchise agreement to Grey Forest Utilities to distribute and sell natural gas in the City of Leon Valley, through the use of public streets, easements, and rights of way; and setting the terms and conditions to govern the franchise

# Background

- Grey Forest Utilities had Natural Gas Franchise Agreement with Leon Valley for 20 years
- Original agreement expired in 2012
- New ordinance again grants Grey Forest Utilities the right to distribute/sell natural gas in Leon Valley for 20 more years

# Background

- Agreement reviewed and accepted by Grey Forest Utilities company
- Area serviced includes portions of Linkwood Addition and Pavona Place
- City Attorney has reviewed agreement

# Fiscal Impact

- Previous collection rate of 3% has been increased to 4.5%
- Last year's collection was \$3,367.76
- Additional 1.5% increases collections to approximately \$5,051.64
  - depending on customer usage

# Recommendation

- Approved the Ordinance granting Grey Forest Utilities a franchise agreement to distribute natural gas in Leon Valley for the next 20 years at a collection rate of 4.5%

# S.E.E. Statement

- Social Equity – n/a
- Environmental Stewardship – n/a
- Economic Development – n/a

# Grey Forest Utilities Franchise Agreement

City Council Meeting  
June 16, 2015

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** June 16, 2015 **M&C # 2015-06-16-06**

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Hank Brummett, Interim City Manager

**SUBJECT:** Consider approval for a waiver of related fees for the use of the Leon Valley Conference Center for Representative Justin Rodriguez to hold a Town Hall meeting on June 25, 2015.

**PURPOSE**

The City of Leon Valley received a request from Representative Justin Rodriguez requesting a waiver of the Conference Center rental fees in hopes of holding a Town Hall meeting on June 25<sup>th</sup>, 2015 from 5:30 p.m. until 8:00 p.m. The purpose of the Town Hall meeting is to discuss the 84<sup>th</sup> Legislative Session and to provide information on a new legislation that will take effect this year as well as discuss upcoming events in the district.

**FISCAL IMPACT**

Representative Justin Rodriguez is requesting the following fee waiver:

- \$200 deposit
- \$152 rent (2.5 hours at the weekday rate)
- \$145 clean up
- \$55 security
- \$125 projector
- \$30 podium
- \$707.00 Total

**S.E.E. IMPACT**

**Social** – To promote a superior quality of life by providing events and amenities with commercial significance.

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

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

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS: \_\_\_\_\_

ATTEST:

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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

# REPRESENTATIVE JUSTIN RODRIGUEZ

— District 125 —

June 5, 2015

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

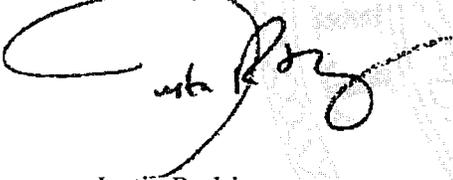
Dear Council Members:

I would like to request a waiver of the rental fees for my reservation of the Leon Valley Conference Center on June 25, 2015, from the hours of 5:30 pm to 8:00 pm. In addition to the use of the conference center, I would like to request use of the audio and video features to show a PowerPoint presentation.

I hope use the facility to hold a town hall meeting for the residents of District 125 to discuss the 84<sup>th</sup> Legislative Session and to provide information on new legislation the will take effect this year. I also plan to have a question and answer period and to talk about the upcoming events in the district. We anticipate an attendance of around fifty people.

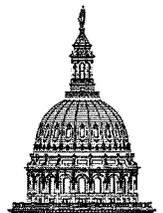
Thank you for considering my request and for your continued support. Should you need additional information on this event, please contact Cynthia Chapa in my district office at (210) 521-7100.

Sincerely,



Justin Rodriguez  
State Representative  
District 125

CAPITOL OFFICE: P.O. Box 2910 • Austin, Texas 78768-2910 • (512) 463-0669 • (512) 463-5074 fax  
DISTRICT OFFICE: 5503 Grissom Road, Suite 105 • San Antonio, Texas 78238 • (210) 521-7100 • (210) 521-7101 fax



TEXAS HOUSE *of* REPRESENTATIVES

## Saundra Passailaigue

---

**From:** Sylvia Irwin <st.irwin@leonvalleytexas.gov>  
**Sent:** Wednesday, June 10, 2015 10:39 AM  
**To:** Saundra Passailaigue  
**Subject:** Rental Request for State Representative

Saundra,

Per our conversation of this morning, this is what I come up with upon review of your letter for fifty people in the Conference Ctr.

\$200.00 deposit  
\$152.00 rent (2.5 hrs. @ weekday rate)  
\$145.00 clean-up  
\$ 55.00 security (if no staff attends w/keys to lock up or LV Police assigned duty)  
\$125.00 projector (\$25.00 use & \$100.00 deposit)  
\$ 30.00 Podium & Mic (for power point not req't'd. but anticipated)

---

\$707.00 total

If I can be any further assistance, let me know. I will keep your letter to start my file.

Sylvia

## Code Compliance

May 2015

**May-15**

<b><u>Violations/ Complaints</u></b>	<b><u>Number</u></b>	<b><u>In Compliance</u></b>
Environmental/Graffiti	19	18
Right of way Obstructions	0	0
Animal Calls/TNR	21	21
High Grass/Weeds	5	4
Trash & Debris	0	0
Permit Inquiry	1	0
Bandit Signs	1	1
Junked Vehicles	0	0
Vacant Lots	0	0
Alleys	0	0
Zoning Violations	0	0
<b>Total Violation Report</b>	<b>47</b>	<b>44</b>

**Notifications**

Door Hangar	6
1st Notice Mailed	0
2nd Notice Mailed	0
Citations Issued	1
Contacts by Phone	0
Contacts in Person	40
<b>Resolved / In Compliance</b>	<b>44</b>
<b>Unresolved Cases</b>	<b>3</b>

**FY 14-15**

<b><u>Violations/ Complaints</u></b>	<b><u>Number</u></b>	<b><u>In Compliance</u></b>
Environmental/Graffiti	134	116
Right of way Obstructions	57	29
Animal Calls/TNR	293	283
High Grass/Weeds	140	86
Trash & Debris	67	41
Permit Inquiry	42	32
Bandit Signs	180	180
Junked Vehicles	29	14
Vacant Lots	10	0
Alleys	4	1
Zoning Violations	6	4
Reinspection	-	59
<b>Total Violation Report</b>	<b>962</b>	<b>845</b>

**Notifications**

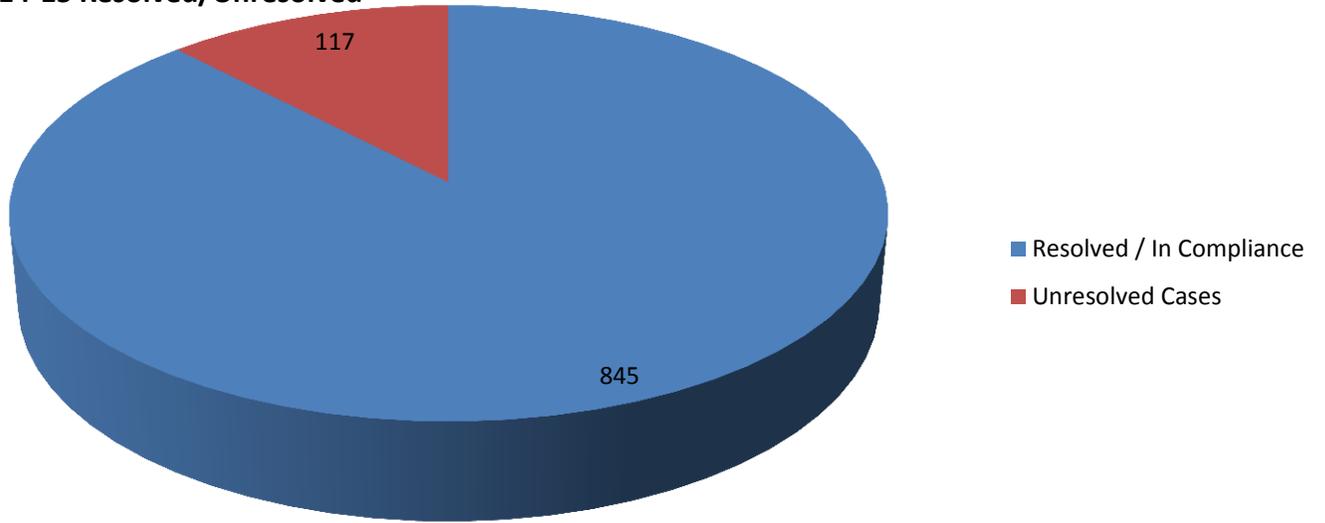
<b><u>Notifications</u></b>	<b><u>Number</u></b>
Door Hangar	232
1st Notice Mailed	18
2nd Notice Mailed	0
Citations Issued	1
Contact by Phone	71
Contacts in Person	640
<b>Resolved / In Compliance</b>	<b>845</b>
<b>Unresolved Cases</b>	<b>117</b>

**FERAL CATS NEUTERED/SPAYED THROUGH TNR PROGRAM**

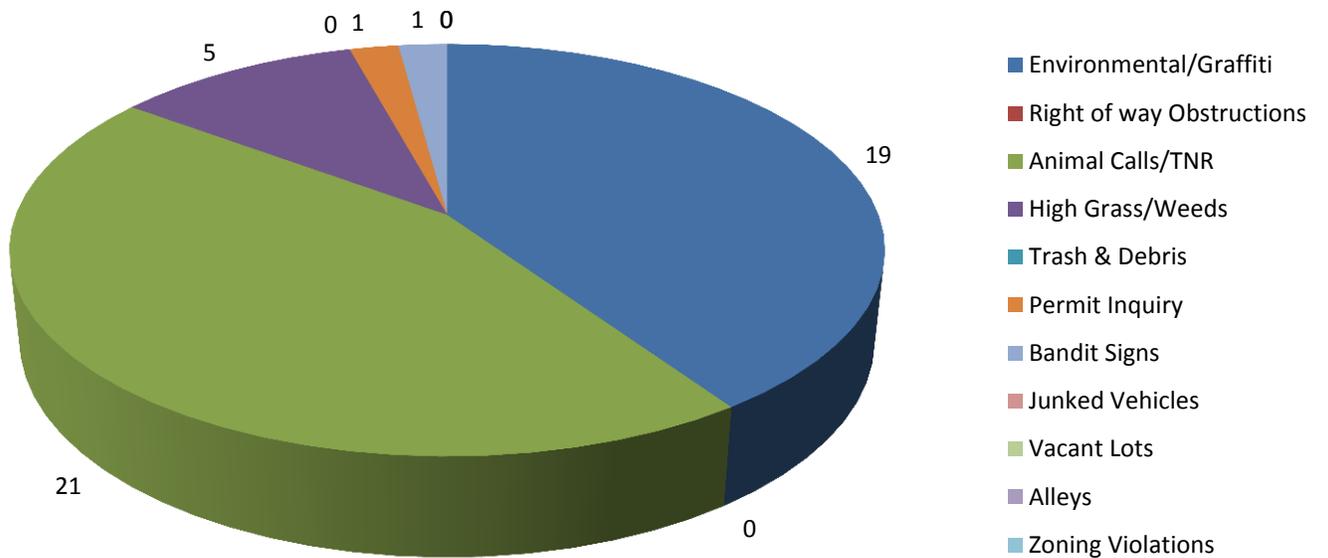
OCT. 2014	4
NOV. 2014	3
DEC. 2014	7
JAN. 2015	8
FEB. 2015	2
MAR. 2015	8
May 2015	2
<b>TOTAL:</b>	<b>32</b>

Code Compliance  
May 2015

FY 14-15 Resolved/Unresolved



May 2015





**CITY OF LEON VALLEY  
FINANCIAL STATEMENT  
MAY 2015**



# General Fund

	FY 2014-2015 BUDGET		FY 2014-2015 Y-T-D ACTUAL		FY 2013-2014 Y-T-D	
<b>REVENUE</b>						
Ad Valorem	\$ 3,316,280	67.0%	\$ 3,133,408	94.5%	\$ 2,965,382	91.6%
Sales Taxes	2,124,190	67.0%	1,788,874	84.2%	1,193,101	64.3%
Franchise Taxes	840,098	67.0%	612,414	72.9%	431,089	61.0%
Licenses,Permits,Fees,Fines	997,375	67.0%	590,496	59.2%	684,372	67.7%
Miscellaneous	160,637	67.0%	112,005	69.7%	122,156	88.3%
<b>TOTAL REVENUE</b>	<b>\$ 7,438,580</b>	<b>67.0%</b>	<b>\$ 6,237,197</b>	<b>83.9%</b>	<b>\$ 5,396,101</b>	<b>77.7%</b>
<b>EXPENDITURES</b>						
Business Office	\$ 165,153	67.0%	\$ 88,961	53.9%	\$ 83,546	54.2%
Finance	220,127	67.0%	145,212	66.0%	139,270	62.8%
Council & Manager	489,272	67.0%	361,760	73.9%	261,914	61.9%
Police	2,344,069	67.0%	1,387,907	59.0%	1,410,286	61.0%
Fire	2,237,002	67.0%	1,502,848	67.0%	1,505,452	65.0%
Public Works	1,185,350	67.0%	801,791	67.6%	806,329	66.5%
Community Development	212,660	67.0%	143,024	67.3%	123,507	60.2%
Economic Development	145,775	67.0%	77,648	53.3%	111,839	69.4%
Special Events	97,568	67.0%	30,572	31.3%	9,007	11.9%
Parks & Recreation	183,736	67.0%	83,772	45.6%	142,935	67.0%
Library	359,193	67.0%	189,250	52.7%	181,773	63.3%
Other Sources/Uses	207,479		-			
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,847,384</b>	<b>67.0%</b>	<b>\$ 4,812,745</b>	<b>63.0%</b>	<b>\$ 4,775,858</b>	<b>63.2%</b>



# Water and Sewer Fund

	FY 2014-2015 BUDGET		FY 2014-2015 Y-T-D ACTUAL		FY 2013-2014 Y-T-D	
<b><u>REVENUE</u></b>						
Water Sales	\$ 1,594,000	67.0%	\$ 883,694	55.4%	\$ 856,936	57.1%
Sewer Sales	1,880,369	67.0%	1,151,423	61.2%	1,055,593	64.1%
Connection & Platting	2,500	67.0%	375	15.0%	300	12.0%
Customer Fees	43,300	67.0%	24,262	56.0%	30,522	70.5%
Tapping Fees	16,000	67.0%	11,370	71.1%	6,026	37.7%
Miscellaneous	46,000	67.0%	587	1.3%	90,983	186.4%
<b>TOTAL REVENUE</b>	<b>\$ 3,582,169</b>	<b>67.0%</b>	<b>\$ 2,071,710</b>	<b>57.8%</b>	<b>\$ 2,040,360</b>	<b>62.6%</b>
<b><u>EXPENDITURES</u></b>						
Business Office	717,963	67.0%	463,045	64.5%	386,855	58.4%
Water System	1,645,181	67.0%	706,021	42.9%	960,505	72.6%
Sewer System	1,449,990	67.0%	980,696	67.6%	854,935	67.5%
Storm Water	466,574	67.0%	205,384	44.0%	173,729	45.5%
Other Sources/Uses	70,000					
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,349,708</b>	<b>67.0%</b>	<b>\$ 2,355,146</b>	<b>55.0%</b>	<b>\$ 2,376,025</b>	<b>65.4%</b>



# Community Center Fund

	FY 2014-2015 BUDGET		FY 2014-2015 Y-T-D ACTUAL		FY 2013-2014 Y-T-D	
<b><u>REVENUE</u></b>						
Hotel/Motel Taxes	85,000	67.0%	45,773	53.9%	45,195	54.4%
<b>RENTAL FEES:</b>						
Community Center	45,000	67.0%	31,572	70.2%	31,663	65.0%
Conference Center	30,470	67.0%	18,409	60.4%	18,560	53.3%
<b>Miscellaneous:</b>						
CDBG Grant	-		-		-	
CPS Energy Rebate	-		-		-	
<b>TOTAL REVENUE</b>	<b>\$ 160,470</b>	<b>67.0%</b>	<b>\$ 95,754</b>	<b>59.7%</b>	<b>\$ 95,418</b>	<b>57.3%</b>
<b><u>EXPENDITURES</u></b>						
Community Center Operations	\$ 163,163	67.0%	\$ 97,124	59.5%	\$ 138,701	73.5%
Other Sources/Uses	\$ 20,000		\$ -			
<b>TOTAL EXPENDITURES</b>	<b>\$ 183,163</b>	<b>67.0%</b>	<b>\$ 97,124</b>	<b>59.5%</b>	<b>\$ 138,701</b>	<b>73.5%</b>



# Street Maintenance Sales Tax

	Actual FY 2013	Actual FY 2014	Budget FY 2015	Actual FY 2015
Revenues	475,884	554,015	523,472	442,495
Transfers In	-			
<b>TOTAL REVENUES</b>	<b>475,884</b>	<b>554,015</b>	<b>523,472</b>	<b>442,495</b>
Expenditures	10,720	403,791	1,393,806	875,383
<b>TOTAL EXPENDITURES</b>	<b>10,720</b>	<b>403,791</b>	<b>1,393,806</b>	<b>875,383</b>
<b>FUND BALANCE</b>	<b>866,862</b>	<b>1,017,087</b>	<b>146,753</b>	<b>584,199</b>

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
AD VALOREM TAXES	3,316,280.00	27,185.85	0.00	3,133,408.38	0.00	182,871.62	94.49
SALES TAXES	2,124,190.00	241,982.32	0.00	1,788,874.41	0.00	335,315.59	84.21
FRANCHISE FEES	840,098.00	198,707.43	0.00	612,413.76	0.00	227,684.24	72.90
LICENSE, PERMITS, FEES, FINE	997,375.00	47,538.29	0.00	590,495.87	0.00	406,879.13	59.21
MISCELLANEOUS	<u>160,637.00</u>	<u>9,031.82</u>	<u>0.00</u>	<u>112,004.52</u>	<u>0.00</u>	<u>48,632.48</u>	<u>69.73</u>
<b>TOTAL REVENUE</b>	<b>7,438,580.00</b>	<b>524,445.71</b>	<b>0.00</b>	<b>6,237,196.94</b>	<b>0.00</b>	<b>1,201,383.06</b>	<b>83.85</b>
	=====	=====	=====	=====	=====	=====	=====
<b>EXPENDITURE SUMMARY</b>							
-----							
<b>Business Office</b>							
-----							
PERSONNEL SERVICES	79,471.00	5,866.83	0.00	51,294.61	0.00	28,176.39	64.55
SUPPLIES	9,130.00	1.24	0.00	3,875.48	0.00	5,254.52	42.45
CONTRACTUAL SERVICES	<u>76,552.00</u>	<u>3,211.73</u>	<u>0.00</u>	<u>33,746.09</u>	<u>45.00</u>	<u>42,760.91</u>	<u>44.14</u>
<b>TOTAL Business Office</b>	<b>165,153.00</b>	<b>9,079.80</b>	<b>0.00</b>	<b>88,916.18</b>	<b>45.00</b>	<b>76,191.82</b>	<b>53.87</b>
<b>Finance</b>							
-----							
PERSONNEL SERVICES	142,822.00	10,579.38	0.00	93,495.77	0.00	49,326.23	65.46
SUPPLIES	5,600.00	79.78	0.00	2,676.68	241.00	2,682.32	52.10
CONTRACTUAL SERVICES	<u>71,705.00</u>	<u>8,484.39</u>	<u>0.00</u>	<u>48,798.34</u>	<u>0.00</u>	<u>22,906.66</u>	<u>68.05</u>
<b>TOTAL Finance</b>	<b>220,127.00</b>	<b>19,143.55</b>	<b>0.00</b>	<b>144,970.79</b>	<b>241.00</b>	<b>74,915.21</b>	<b>65.97</b>
<b>City Manager &amp; Council</b>							
-----							
PERSONNEL SERVICES	255,684.00	33,464.13	0.00	174,890.36	0.00	80,793.64	68.40
SUPPLIES	42,440.00	1,048.69	0.00	26,217.85	324.57	15,897.58	62.54
CONTRACTUAL SERVICES	<u>191,148.00</u>	<u>51,398.21</u>	<u>0.00</u>	<u>159,665.40</u>	<u>661.80</u>	<u>30,820.80</u>	<u>83.88</u>
<b>TOTAL City Manager &amp; Council</b>	<b>489,272.00</b>	<b>85,911.03</b>	<b>0.00</b>	<b>360,773.61</b>	<b>986.37</b>	<b>127,512.02</b>	<b>73.94</b>
<b>Police Administration</b>							
-----							
PERSONNEL SERVICES	331,812.00	17,083.27	0.00	173,589.03	0.00	158,222.97	52.32
SUPPLIES	7,250.00	219.01	0.00	3,813.82	0.00	3,436.18	52.60
CONTRACTUAL SERVICES	69,228.00	3,600.72	0.00	43,418.74	0.00	25,809.26	62.72
CAPITAL OUTLAY	<u>18,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,300.00</u>	<u>0.00</u>	<u>100.00</u>
<b>TOTAL Police Administration</b>	<b>426,590.00</b>	<b>20,903.00</b>	<b>0.00</b>	<b>220,821.59</b>	<b>18,300.00</b>	<b>187,468.41</b>	<b>56.05</b>

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Police Crime Prevention</b>							
-----							
TOTAL Police Crime Prevention	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Police Patrol</b>							
-----							
PERSONNEL SERVICES	1,193,154.00	85,045.58	0.00	759,230.97	257.00	433,666.03	63.65
SUPPLIES	84,000.00	2,878.08	0.00	32,587.44	9,434.22	41,978.34	50.03
CONTRACTUAL SERVICES	29,400.00	4,320.92	0.00	12,068.75	0.00	17,331.25	41.05
TOTAL Police Patrol	1,306,554.00	92,244.58	0.00	803,887.16	9,691.22	492,975.62	62.27
<b>Police Communications</b>							
-----							
PERSONNEL SERVICES	288,019.00	20,019.02	0.00	167,647.05	0.00	120,371.95	58.21
SUPPLIES	2,200.00	0.00	0.00	759.76	0.00	1,440.24	34.53
CONTRACTUAL SERVICES	3,300.00	44.20	0.00	2,034.30	0.00	1,265.70	61.65
TOTAL Police Communications	293,519.00	20,063.22	0.00	170,441.11	0.00	123,077.89	58.07
<b>Police Investigations</b>							
-----							
PERSONNEL SERVICES	231,246.00	11,910.38	0.00	108,868.56	0.00	122,377.44	47.08
SUPPLIES	2,700.00	104.64	0.00	994.51	0.00	1,705.49	36.83
CONTRACTUAL SERVICES	5,350.00	11.00	0.00	429.00	0.00	4,921.00	8.02
TOTAL Police Investigations	239,296.00	12,026.02	0.00	110,292.07	0.00	129,003.93	46.09
<b>Police Narcotics TF</b>							
-----							
PERSONNEL SERVICES	77,974.00	6,538.83	0.00	54,421.83	0.00	23,552.17	69.79
CONTRACTUAL SERVICES	136.00	5.50	0.00	52.50	0.00	83.50	38.60
TOTAL Police Narcotics TF	78,110.00	6,544.33	0.00	54,474.33	0.00	23,635.67	69.74
<b>Police Reserves</b>							
-----							
TOTAL Police Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire Administration</b>							
-----							
PERSONNEL SERVICES	224,354.00	15,676.49	0.00	146,399.27	0.00	77,954.73	65.25
SUPPLIES	4,914.00	241.31	0.00	3,830.10	147.24	936.66	80.94
CONTRACTUAL SERVICES	36,223.00	1,001.95	0.00	21,669.57	0.00	14,553.43	59.82
CAPITAL OUTLAY	51,300.00	0.00	0.00	51,068.21	0.00	231.79	99.55
TOTAL Fire Administration	316,791.00	16,919.75	0.00	222,967.15	147.24	93,676.61	70.43

## FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Fire Reserves</b>							
-----							
TOTAL Fire Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire Operations</b>							
-----							
PERSONNEL SERVICES	1,694,975.00	120,887.14	0.00	1,112,606.58	140.64	582,227.78	65.65
SUPPLIES	31,237.00	5,222.59	0.00	19,955.21	0.00	11,281.79	63.88
CONTRACTUAL SERVICES	70,830.00	6,844.54	0.00	62,825.08	0.00	8,004.92	88.70
CAPITAL OUTLAY	9,400.00	0.00	0.00	0.00	5,283.74	4,116.26	56.21
TOTAL Fire Operations	1,806,442.00	132,954.27	0.00	1,195,386.87	5,424.38	605,630.75	66.47
<b>Fire Prevention</b>							
-----							
TOTAL Fire Prevention	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire EMS</b>							
-----							
SUPPLIES	39,610.00	4,476.87	0.00	33,718.29	0.00	5,891.71	85.13
CONTRACTUAL SERVICES	74,159.00	9,016.98	0.00	45,204.01	0.00	28,954.99	60.96
TOTAL Fire EMS	113,769.00	4,540.11	0.00	78,922.30	0.00	34,846.70	69.37
<b>Public Works M&amp;O</b>							
-----							
PERSONNEL SERVICES	742,935.00	54,166.38	0.00	493,124.05	0.00	249,810.95	66.38
SUPPLIES	145,500.00	7,631.18	0.00	115,113.03	0.00	30,386.97	79.12
CONTRACTUAL SERVICES	276,915.00	19,484.83	0.00	167,926.81	18,814.70	90,173.49	67.44
CAPITAL OUTLAY	20,000.00	1,108.66	0.00	6,812.43	0.00	13,187.57	34.06
TOTAL Public Works M&O	1,185,350.00	82,391.05	0.00	782,976.32	18,814.70	383,558.98	67.64
<b>Public Works Construction</b>							
-----							
TOTAL Public Works Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Community Development</b>							
-----							
PERSONNEL SERVICES	110,882.00	7,436.71	0.00	59,977.02	0.00	50,904.98	54.09
SUPPLIES	5,400.00	1.23	0.00	4,652.47	0.00	747.53	86.16
CONTRACTUAL SERVICES	96,378.00	8,568.26	0.00	78,394.12	0.00	17,983.88	81.34
TOTAL Community Development	212,660.00	16,006.20	0.00	143,023.61	0.00	69,636.39	67.25

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Economic Development</b>							
PERSONNEL SERVICES	127,082.00	9,553.60	0.00	69,624.23	0.00	57,457.77	54.79
SUPPLIES	4,700.00	537.40	0.00	2,918.07	0.00	1,781.93	62.09
CONTRACTUAL SERVICES	<u>13,993.00</u>	<u>120.36</u>	<u>0.00</u>	<u>5,105.89</u>	<u>0.00</u>	<u>8,887.11</u>	<u>36.49</u>
TOTAL Economic Development	145,775.00	10,211.36	0.00	77,648.19	0.00	68,126.81	53.27
<b>Special Events</b>							
PERSONNEL SERVICES	12,118.00	0.00	0.00	0.00	0.00	12,118.00	0.00
SUPPLIES	50,450.00	( 13,198.86)	0.00	10,571.67	0.00	39,878.33	20.95
CONTRACTUAL SERVICES	<u>35,000.00</u>	<u>12,500.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>57.14</u>
TOTAL Special Events	97,568.00	( 698.86)	0.00	30,571.67	0.00	66,996.33	31.33
<b>Parks &amp; Recreation</b>							
PERSONNEL SERVICES	88,146.00	4,502.25	0.00	44,975.72	0.00	43,170.28	51.02
SUPPLIES	15,000.00	11,204.49	0.00	25,757.76	0.00	( 10,757.76)	171.72
CONTRACTUAL SERVICES	60,590.00	848.74	0.00	8,483.12	0.00	52,106.88	14.00
CAPITAL OUTLAY	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,555.74</u>	<u>0.00</u>	<u>15,444.26</u>	<u>22.78</u>
TOTAL Parks & Recreation	183,736.00	16,555.48	0.00	83,772.34	0.00	99,963.66	45.59
<b>Library</b>							
PERSONNEL SERVICES	268,630.00	19,269.92	0.00	153,441.83	0.00	115,188.17	57.12
SUPPLIES	24,314.00	497.62	0.00	4,564.05	28.95	19,721.00	18.89
CONTRACTUAL SERVICES	46,249.00	2,460.53	0.00	22,493.59	0.00	23,755.41	48.64
CAPITAL OUTLAY	<u>20,000.00</u>	<u>1,487.60</u>	<u>0.00</u>	<u>8,721.19</u>	<u>0.00</u>	<u>11,278.81</u>	<u>43.61</u>
TOTAL Library	359,193.00	23,715.67	0.00	189,220.66	28.95	169,943.39	52.69
<b>Communications</b>							
TOTAL Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>*** TOTAL EXPENDITURES ***</b>							
	7,639,905.00	568,510.56	0.00	4,759,065.95	53,678.86	2,827,160.19	62.99
=====							
** REVENUE OVER (UNDER) EXPENDITURES *(	201,325.00	( 44,064.85)	0.00	1,478,130.99	( 53,678.86)	( 1,625,777.13)	807.54
=====							

OTHER FINANCING SOURCES (USES)  
=====

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OTHER SOURCES/USES	( 207,479.00)	0.00	0.00	0.00	0.00	( 207,479.00)	0.00
TOTAL OTHER SOURCES/USES	( 207,479.00)	0.00	0.00	0.00	0.00	( 207,479.00)	0.00
NET GAIN OR (LOSS)	( 408,804.00)	( 44,064.85)	0.00	1,478,130.99	( 53,678.86)	( 1,833,256.13)	
	=====	=====	=====	=====	=====	=====	

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

200-Water & Sewer  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
MISCELLANEOUS	46,000.00	0.00	0.00	586.66	0.00	45,413.34	1.28
WATER SALES	1,594,000.00	116,429.77	0.00	883,693.80	0.00	710,306.20	55.44
SEWER SALES	1,880,369.00	150,410.15	0.00	1,151,422.60	0.00	728,946.40	61.23
CONNECTION & PLATTING	2,500.00	0.00	0.00	375.00	0.00	2,125.00	15.00
CUSTOMER FEES	43,300.00	3,054.89	0.00	24,262.18	0.00	19,037.82	56.03
TAPPING FEES	<u>16,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,370.14</u>	<u>0.00</u>	<u>4,629.86</u>	<u>71.06</u>
<b>TOTAL REVENUE</b>	<b>3,582,169.00</b>	<b>269,894.81</b>	<b>0.00</b>	<b>2,071,710.38</b>	<b>0.00</b>	<b>1,510,458.62</b>	<b>57.83</b>
	=====	=====	=====	=====	=====	=====	=====

**EXPENDITURE SUMMARY**

**Business Office**

PERSONNEL SERVICES	596,861.00	58,491.72	0.00	379,701.48	0.00	217,159.52	63.62
SUPPLIES	33,750.00	58.79	0.00	1,932.94	0.00	31,817.06	5.73
CONTRACTUAL SERVICES	<u>87,352.00</u>	<u>40,580.48</u>	<u>0.00</u>	<u>79,718.03</u>	<u>1,692.91</u>	<u>5,941.06</u>	<u>93.20</u>
<b>TOTAL Business Office</b>	<b>717,963.00</b>	<b>99,130.99</b>	<b>0.00</b>	<b>461,352.45</b>	<b>1,692.91</b>	<b>254,917.64</b>	<b>64.49</b>

**Water System**

PERSONNEL SERVICES	346,752.00	25,838.52	0.00	239,073.72	0.00	107,678.28	68.95
SUPPLIES	77,500.00	5,324.27	0.00	53,780.11	0.00	23,719.89	69.39
CONTRACTUAL SERVICES	525,130.00	14,862.36	0.00	379,271.83	0.00	145,858.17	72.22
CAPITAL OUTLAY	<u>695,799.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,895.30</u>	<u>26,000.00</u>	<u>661,903.70</u>	<u>4.87</u>
<b>TOTAL Water System</b>	<b>1,645,181.00</b>	<b>46,025.15</b>	<b>0.00</b>	<b>680,020.96</b>	<b>26,000.00</b>	<b>939,160.04</b>	<b>42.91</b>

**Sewer System**

PERSONNEL SERVICES	133,811.00	8,294.02	0.00	87,690.11	0.00	46,120.89	65.53
SUPPLIES	4,700.00	0.00	0.00	0.00	0.00	4,700.00	0.00
CONTRACTUAL SERVICES	<u>1,311,479.00</u>	<u>106,496.71</u>	<u>0.00</u>	<u>893,005.90</u>	<u>0.00</u>	<u>418,473.10</u>	<u>68.09</u>
<b>TOTAL Sewer System</b>	<b>1,449,990.00</b>	<b>114,790.73</b>	<b>0.00</b>	<b>980,696.01</b>	<b>0.00</b>	<b>469,293.99</b>	<b>67.63</b>

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

200-Water & Sewer  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
Construction							
-----							
TOTAL Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
Storm Water							
-----							
PERSONNEL SERVICES	144,994.00	11,772.80	0.00	90,215.59	0.00	54,778.41	62.22
SUPPLIES	21,000.00	2,515.83	0.00	10,274.53	0.00	10,725.47	48.93
CONTRACTUAL SERVICES	175,580.00	8,047.94	0.00	104,533.61	0.00	71,046.39	59.54
CAPITAL OUTLAY	125,000.00	0.00	0.00	360.00	0.00	124,640.00	0.29
TOTAL Storm Water	466,574.00	22,336.57	0.00	205,383.73	0.00	261,190.27	44.02
<hr/>							
*** TOTAL EXPENDITURES ***	4,279,708.00	282,283.44	0.00	2,327,453.15	27,692.91	1,924,561.94	55.03
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES *	( 697,539.00)	( 12,388.63)	0.00	( 255,742.77)	( 27,692.91)	( 414,103.32)	59.37
	=====	=====	=====	=====	=====	=====	=====
<hr/>							
OTHER FINANCING SOURCES (USES)							
=====							
OTHER SOURCES/USES	( 70,000.00)	0.00	0.00	0.00	0.00	( 70,000.00)	0.00
TOTAL OTHER SOURCES/USES	( 70,000.00)	0.00	0.00	0.00	0.00	( 70,000.00)	0.00
<hr/>							
NET GAIN OR (LOSS)	( 767,539.00)	( 12,388.63)	0.00	( 255,742.77)	( 27,692.91)	( 484,103.32)	
	=====	=====	=====	=====	=====	=====	

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

710-Community Center  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
TAXES	85,000.00	4,703.02	0.00	45,773.27	0.00	39,226.73	53.85
FEES	<u>75,470.00</u>	<u>10,898.00</u>	<u>0.00</u>	<u>49,981.00</u>	<u>0.00</u>	<u>25,489.00</u>	<u>66.23</u>
TOTAL REVENUE	160,470.00	15,601.02	0.00	95,754.27	0.00	64,715.73	59.67
	=====	=====	=====	=====	=====	=====	=====
<b>EXPENDITURE SUMMARY</b>							
-----							
Community Center Operations							
-----							
PERSONNEL SERVICES	92,133.00	6,644.90	0.00	57,746.42	0.00	34,386.58	62.68
SUPPLIES	7,400.00	74.28	0.00	2,009.96	0.00	5,390.04	27.16
CONTRACTUAL SERVICES	<u>63,630.00</u>	<u>4,221.69</u>	<u>0.00</u>	<u>36,892.33</u>	<u>0.00</u>	<u>26,737.67</u>	<u>57.98</u>
TOTAL Community Center Operations	163,163.00	10,940.87	0.00	96,648.71	0.00	66,514.29	59.23
Visitor Services							
-----							
CONTRACTUAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>475.00</u>	<u>0.00</u>	<u>475.00</u>	<u>0.00</u>
TOTAL Visitor Services	0.00	0.00	0.00	475.00	0.00	475.00	0.00
*** TOTAL EXPENDITURES ***							
	163,163.00	10,940.87	0.00	97,123.71	0.00	66,039.29	59.53
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES *	( 2,693.00)	4,660.15	0.00	( 1,369.44)	0.00	( 1,323.56)	49.15
	=====	=====	=====	=====	=====	=====	=====
OTHER FINANCING SOURCES (USES)							
=====							
OTHER SOURCES/USES	( 20,000.00)	0.00	0.00	0.00	0.00	( 20,000.00)	0.00
TOTAL OTHER SOURCES/USES	( 20,000.00)	0.00	0.00	0.00	0.00	( 20,000.00)	0.00
NET GAIN OR (LOSS)							
	( 22,693.00)	4,660.15	0.00	( 1,369.44)	0.00	( 21,323.56)	
	=====	=====	=====	=====	=====	=====	

\*\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT - UNAUDITED

AS OF: MAY 31ST, 2015

720-Street Maintenance Tax  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
Revenues	<u>523,472.00</u>	<u>60,495.58</u>	<u>0.00</u>	<u>442,494.69</u>	<u>0.00</u>	<u>80,977.31</u>	<u>84.53</u>
<b>TOTAL REVENUE</b>	<b>523,472.00</b>	<b>60,495.58</b>	<b>0.00</b>	<b>442,494.69</b>	<b>0.00</b>	<b>80,977.31</b>	<b>84.53</b>
	=====	=====	=====	=====	=====	=====	=====
<b>EXPENDITURE SUMMARY</b>							
Street Maintenance Tax							
CONTRACTUAL SERVICES	<u>1,393,806.00</u>	<u>725,823.80</u>	<u>0.00</u>	<u>875,382.59</u>	<u>0.00</u>	<u>518,423.41</u>	<u>62.81</u>
<b>TOTAL Street Maintenance Tax</b>	<b>1,393,806.00</b>	<b>725,823.80</b>	<b>0.00</b>	<b>875,382.59</b>	<b>0.00</b>	<b>518,423.41</b>	<b>62.81</b>
	=====	=====	=====	=====	=====	=====	=====
<b>*** TOTAL EXPENDITURES ***</b>	<b>1,393,806.00</b>	<b>725,823.80</b>	<b>0.00</b>	<b>875,382.59</b>	<b>0.00</b>	<b>518,423.41</b>	<b>62.81</b>
	=====	=====	=====	=====	=====	=====	=====
<b>** REVENUE OVER (UNDER) EXPENDITURES *</b>	<b>( 870,334.00)</b>	<b>( 665,328.22)</b>	<b>0.00</b>	<b>( 432,887.90)</b>	<b>0.00</b>	<b>( 437,446.10)</b>	<b>50.26</b>
	=====	=====	=====	=====	=====	=====	=====
<b>OTHER FINANCING SOURCES (USES)</b>							
<b>TOTAL OTHER SOURCES/USES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	=====	=====	=====	=====	=====	=====	=====
<b>NET GAIN OR (LOSS)</b>	<b>( 870,334.00)</b>	<b>( 665,328.22)</b>	<b>0.00</b>	<b>( 432,887.90)</b>	<b>0.00</b>	<b>( 437,446.10)</b>	
	=====	=====	=====	=====	=====	=====	

\*\*\* END OF REPORT \*\*\*

**MAY 2015 EXPENDITURES OF \$10,000 & OVER**

<b>DEPARTMENT</b>	<b>FUND</b>	<b>VENDOR NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	GENERAL FUND	LEON VALLEY 125 PLAN	HEALTH FSA REIMBURSEMENT	\$ 16,856.21
		HUMANA	HEALTH INSURANCE	\$ 10,772.54
MUNICIPAL COURT	GENERAL FUND	LINEBARGER GOGGAN BLAIR & SAMPSON, INC	MUN. COURT COLLECTION FEES	\$ 21,944.95
CITY MANAGER & COUNCIL	GENERAL FUND	████████████████████		████████████████████
FIRE-OPERATIONS	GENERAL FUND	HUMANA	HEALTH INSURANCE	\$ 12,104.21
PUBLIC WORKS	GENERAL FUND	SAN ANTONIO POOL MGMT, INC	LIFEGUARDING SERVICES	\$ 10,248.75
BUSINESS OFFICE	WATER & SEWER FUND	████████████████████		████████████████████
SEWER SYSTEM	WATER & SEWER FUND	SAWS	MARCH 2015 BILLABLE SEWER	\$ 105,343.25
STREET MAINTENANCE TAX	STREET MAINTENANCE	CLARK CONSTRUCTION, LTD	EVERS ROAD # 1	\$ 408,752.67
			EVERS ROAD PROJECT	\$ 310,070.75
CAPITAL PROJECTS	CAPITAL PROJECTS	BARTLETT COCKE GENERAL CONTRACTORS LLC	RENOVATION OF MUNICIPAL #1	\$ 380,663.25
			TERO TECHNOLOGIES	\$ 13,333.31
<b>GRAND TOTAL</b>				<b><u><u>\$ 1,370,089.89</u></u></b>



# Leon Valley Police Department Monthly Report April 2015

## Calls for Service

	April 2014	YTD 2014	April 2015	YTD 2015
Calls for Service	829	3,364	839	3,257
Index Crimes	51	254	60	266
Non-Index Crimes	778	3,110	779	2,991

Non-index calls are contacts with citizens and/or visitors that are either non-criminal in nature, or are criminal in nature but are not categorized as an index crime.

An index crime is defined as murder, rape, robbery, theft, theft of a motor vehicle, assault, burglary, or burglary of a motor vehicle. These are the crimes that are reported to the Federal Bureau of Investigations on a monthly basis.

## Non-Index Crimes

	April 2014	YTD 2014	April 2015	YTD 2015
Suspicious Vehicle	64	259	63	251
Assist the Public/Other Agency	6	239	59	213
Disturbance	79	271	69	258
Violation of City Ordinance	17	54	33	79
Traffic Offenses	21	101	24	86
Burglar Alarm	99	408	118	476
Accidents	53	252	74	314
Criminal Mischief	20	72	9	60
Other	191	792	186	675
N-Code 10*	3	13	7	42
N-Code 14**	42	143	35	176
N-Codes	127	506	102	361

\* N-Code 10 – Private property accident where blue forms issued

\*\* N-Code 14 – Accident which occurred on the roadway where a blue form was issued



## Leon Valley Police Department Monthly Report

### Index Crimes

	April 2014	YTD 2014	April 2015	YTD 2015
Burglary	9	32	12	27
Burglary – Motor Vehicle	5	42	11	57
Assault	8	30	5	38
Homicide	0	0	0	0
Rape	0	0	0	3
Theft	22	132	29	119
Theft of Service	2	3	0	1
Vehicle Theft	5	13	3	17
Robbery	0	2	0	4

### Citations

	April 2014	YTD 2014	April 2015	YTD 2015
Citations Issued	398	1,655	215	1,134

Citations by Selected Categories	April 2014	YTD 2014	April 2015	YTD 2015
Expired License Plates	31	142	23	101
Expired Inspection Certificate	63	290	24	159
No/Expired/Invalid DL	45	158	27	127
No Insurance	66	274	28	160
Ran Red Light	19	48	9	36
Ran Stop Sign	13	30	9	56
Speeding	25	111	8	46

Hazardous vs. Non-Hazardous	April 2014	YTD 2014	April 2015	YTD 2015
Hazardous	57	189	26	138
Non-Hazardous	341	1,466	189	996

Hazardous citations are for actions that could cause accidents. Examples include speeding, ran red light, and ran stop sign. Non-hazardous citations are for violations of either the Traffic Code or City Ordinance, which would not result in the potential for an accident. These include expired license plates, no liability insurance, expired motor vehicle inspection certificate, no drivers license, expired drivers license, etc.



## Leon Valley Police Department Monthly Report

### Arrest

Arrests	April 2014	YTD 2014	April 2015	YTD 2015
Felony Offense	6	15	6	27
Misdemeanor Offense	39	145	32	168
Warrants	17	29	4	23

### Investigations

	April 2014	YTD 2014	April 2015	YTD 2015
Assigned	156	702	142	543
Arrest/Charges Filed at Large	17	76	40	142
Suspended	51	233	32	151
Closed by Exception	31	110	54	264

A suspended case is one where no leads are available or what leads were available did not lead to an arrest

A case closed by exception is one where either the Complainant did not wish to pursue charges, the Defendant died, or for some other reason a known Defendant was not prosecuted.

### Reserve Officers

Our Reserve Officers continue to supplement our Patrol as well as perform functions of security at City events along with working our Municipal Court.

	April 2014	YTD 2014	April 2015	YTD 2015
Hours	134	513	164	779
Calls for Service Handled	30	140	47	239
Citations	1	18	19	86

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** June 16, 2015 **M&C # 2015-06-16-07**  
**TO:** Mayor and Council  
**FROM:** Elizabeth Carol, Planning Manager  
**THROUGH:** Hank Brummett, Interim City Manager  
**SUBJECT:** Consideration and action on a variance request by Seth Thomas, owner of Diamond Shine Carwash, to Chapter 3.04.013, "Temporary Signs," to display two (2) temporary banners for six (6) months generally located at 7210 Bandera Road.

**PURPOSE**

To consider a variance which would allow Diamond Shine Carwash to utilize two (2) vinyl banners for six (6) consecutive months at 7210 Bandera Road.

On November 10, 2014, the Leon Valley City Council approved a variance allowing the applicant to install a temporary sign for six (6) months which expired May 10, 2015. The owner has applied for a second variance indicating that with the construction of the adjacent storage facility in the near future; the banners will help promote the carwash and support membership sales.

Current Code allows one (1) banner for a period of thirty (30) days, once every six (6) months. This is a limit of two (2) banners total per year. The Sign Code allows consideration of variances for seasonal signs up to 120 days/4months.

**S.E.E. LEON VALLEY**

Social – The City will encourage collaborative participation by businesses and stakeholders and so it is appropriate for Council to consider special requests on the part of its businesses.

Economic – The banners will provide an opportunity for a local business to promote a special offer and their business.

Environmental – Banners and other similar signs have the potential to create visual clutter.

**FISCAL IMPACT**

The applicant paid \$100 for consideration of the ordinance. If the variance is approved the applicant will pay \$75 per banner for them to remain as per the specified time frame.

**STRATEGIC GOALS**

This request may be considered in terms of Strategic Goal #1: Economic Development, Objective C. (3) “Re-evaluate City Sign Ordinance – to decrease congestion and visual pollution.”

**RECOMMENDATION**

Staff notes that the variance approval is at the discretion of the City Council. Staff also notes two (2) alternatives: 1) approve the sign variance as requested for six (6) months, or 2) be consistent with the sign code allowance for variances in regard to seasonal signs and allow the banners for only 120 days or four (4) months.

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

### **Sec. 3.04.013 Temporary signs**

- (a) Permits are required for temporary signs.
- (b) Each business may be allowed a total of one (1) temporary sign per 6-month period for a time period of up to thirty (30) days. A permit is required and must be obtained each time a sign is displayed. A seasonal business may apply for a variance to display temporary signs for up to 120 days in lieu of thirty (30) days per quarter.
- (c) A deposit is required for each temporary sign permit issued. The deposit will be returned at the expiration of the permit time period provided that the temporary sign has been moved within 24 hours of permit expiration.
- (d) Special event temporary signs may be allowed within the flyover area and Loop 410 without a permit for a planned group of temporary signs to advertise special events on a business property. Special event temporary signs shall be installed no earlier than Friday at 6:00 p.m. and shall be removed on Sunday by 8:00 p.m. If a federal holiday falls on either the Friday or Monday of that weekend, the signs may be installed and removed to include the holiday.
- (e) Maximum size for temporary sign banners is fifty (50) square feet for banner signs placed on the property and one hundred (100) square feet for banner signs attached to the building.
- (f) The following temporary signs are allowed:
  - (1) Banners. Banners must be wall mounted or attached with temporary stakes in the ground on the property. Banners must be kept in good condition and stakes firmly anchored so as to prevent dilapidation.
  - (2) Airborne signs. Hot or cold air balloons may be either attached to the building or placed behind the property line. There are no size restrictions for hot or cold air balloons. Balloons shall be allowed only as a part of a special event temporary sign event and as specified. Balloons must be kept in good condition and firmly anchored so as to prevent dilapidation or from being astray.
  - (3) Grand opening signs. Grand opening signs shall be allowed under this section, except that such permit shall be valid for thirty (30) consecutive days and shall not be renewable. One permit will be issued for each building occupant per certificate of occupancy.
  - (4) Street banners. Nonprofit organizations may erect street banners across collector and arterial roadways. The dimensions of the banner will not exceed 4' x 36' (144 square feet).
  - (5) Temporary weekend signs.
    - (A) Time period. Temporary weekend signs are permitted from Friday at 6:00 p.m. to Sunday at 8:00 p.m. Temporary signs including banners, airborne/balloon signs, grand opening signs and street banners shall not be displayed simultaneously with temporary weekend signs.

(F) Map of locations; placement on state roads prohibited. In addition to the payment of the appropriate fees, the advertiser shall provide an area map, drawn to scale, and listing the street and block number where the signs shall be placed. No temporary weekend sign shall be placed along the side of any road or highway belonging to the state department of transportation.

### **Sec. 3.04.008 Variances and appeals**

(a) Persons wishing to erect signs not in conformance with this article or any person aggrieved by any decision of the city in the administration of this article may appeal such decision to the city council. The city council shall only hear and decide the following:

(1) An appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this article; or

(2) A request for variance(s) from the strict enforcement of the requirements of this article due to special conditions wherein a literal enforcement of this article would result in unnecessary hardship, and so that the spirit of this article is observed and substantial justice is done.

(b) The application must be accompanied by a drawing or other artistic representation to accurate scale showing the exact sign proposed, its size and message (textural or pictorial), color, shape, whether lighted or unlighted, location on said property or business, materials of which it is to be made, how it is to be made and how it is to be fastened. Granting of the variance requires approval from the designated city official(s), who shall determine whether the proposed sign is acceptable under the conditions established in this article and applicable building codes. Upon approval from the designated city official(s), the variance request will be heard by the city council.

(c) The city manager or designee is authorized to approve a variance to three specific types of regulations in this article: sign area, sign height, and distance between signs. This authorization shall be restricted to variance of one (1) of type of regulation not to exceed 10% of the specified dimension for one (1) existing nonconforming sign per platted property. This staff variance provision does not apply to any of the properties required to file a master sign plan.

(Ordinance 06-034, sec. 1 (5.13), adopted 9/5/06)

To Mayor Riley and the members of the Leon Valley City Council,

We believe that it would be detrimental to our business flourishing and would cut off the direct business we could receive for the promotion we've been running if we were made to take down the signs at the front of our business. With the construction going on next door to us they're quickly beginning to cover the sight of our business from the road. With those signs we know that potential customers would not only know that we're running the promotion but also pull in customers who have never been to our establishment making them repeat customers, not just of ours, but of Leon Valley as a whole. We ask that you allow our business to continue the course so we can do our best to fight the obstacle we have next door to us and not be hampered by its existence.

We at **Diamond Shine Express Wash** thank you for your time and consideration.

Corry Heathcock, Manager 5/20/2015

A handwritten signature in black ink, appearing to read 'Corry Heathcock', written in a cursive style.

# **City of Leon Valley City Council**

Sign Variance Request  
M&C#2015-6-16-07

June 16, 2015

# Leon Valley Code of Ordinances

- 3.04.013 Temporary Sign Ordinance
  - One (1) banner for thirty (30) days every 6 months = 2x/yr.
  - Considerations of variances for seasonal signs for 120 days/4months

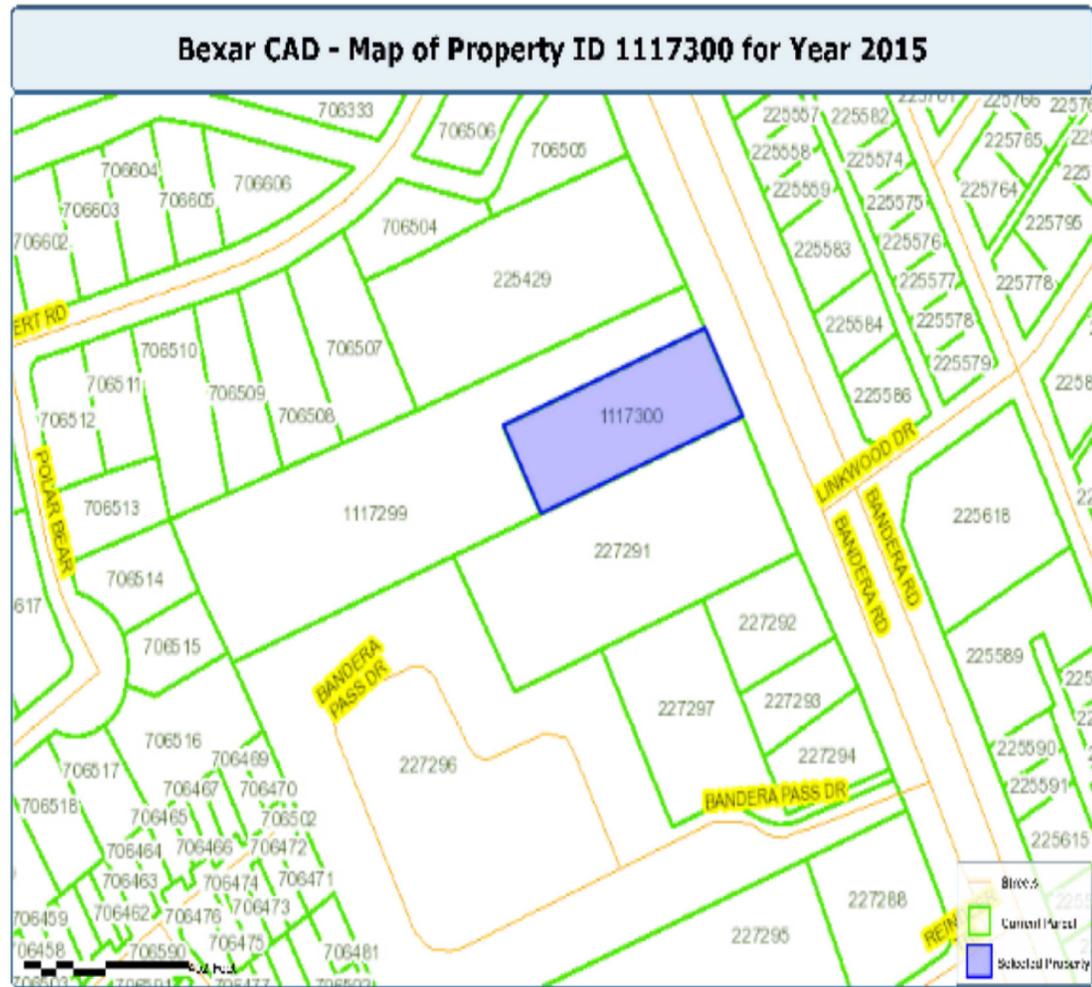
# Leon Valley Code of Ordinances

- 3.04.008 Variances and Appeals
  - Applicant must demonstrate a hardship
  - Written Request must be submitted

# Applicant's Request:

- Applicant/Owner: Seth Thomas
- Location: 7210 Bandera Road
- Original Request: Approved November 10, 2014, which expired May 10, 2015
- Request to allow two (2) vinyl banners for six (6) months
- Hardship: Nearby Construction

# Property Location



Property Details

# Temporary Sign



# Temporary Sign



# Fiscal Impact

- \$100 variance consideration
- \$75/sign banner if variance is approved

# Recommendation

- Staff has no objection to the request.
- Sign variances are at the discretion of City Council.

# **City of Leon Valley City Council**

Sign Variance Request  
M&C#2015-6-16-07

June 16, 2015

## ITEM 10

### MAYOR AND COUNCIL COMMUNICATION

**DATE:** June 16, 2015 **M&C # 2015-06-16-08**

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Hank Brummett, Interim City Manager

**SUBJECT:** Amending Chapter 8, "Offenses and Nuisances" – Prohibiting the flying of drones in residentially zoned areas of the City.

#### **PURPOSE**

This item is placed on the agenda for Council consideration in response to a complaint from a citizen at the April 13<sup>th</sup> Council meeting about drones flying over citizen backyards and taking photos.

Drones, which are unmanned aircraft that can fly under the control of a remote pilot or via a geographic positions system (GPS), guided autopilot mechanism, have become increasingly available to private citizens for personal and recreational uses due to their declining costs. Drones can fly at altitudes below the navigable airspace (generally at 400 feet) which is under the jurisdiction, regulation and control of the Federal Aviation Administration (FAA).

Some drones are equipped with high definition cameras, night vision cameras and infrared-see-through scopes. Drones can be used to fly above private residences and to hover outside somebody's window or in their backyards without the knowledge of the resident who has a reasonable expectation of privacy in his or her home and in his or her backyard.

There is no existing state or federal regulations regarding who may purchase a drone which presents a safety risk to residents in that drones may be purchased and operated by sex offenders , and other persons with certain criminal backgrounds, such as but not limited to domestic violence, theft, burglary, breaking and entering, trespass, assault and battery.

In light of the foregoing concerns, the proposed ordinance would prohibit the flying of drones in any airspace below 400 feet within or over any residentially zoned area in the City, unless otherwise exempt under the ordinance. For instance, the proposed ordinance would exempt the use of drones in residential areas by any law enforcement agency of the City, State or Federal government for lawful purposes and in a lawful manner. In addition, drones will be permitted to make visual recordings of a single

residence, with the owner's written consent, provided the owner and/or operator of the subject drone obtains a validly issued drone permit from the City. This is intended to accommodate the practice of some realtors who use drones to advertise properties for sale or lease.

**RECOMMENDATION**

N/A

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEON VALLEY AMENDING THE LEON VALLEY CODE OF ORDINANCES, CHAPTER 8 “OFFENSES AND NUISANCES”, ADDING ARTICLE 8:12 DRONES TO PROHIBIT THE FLYING OF DRONES IN RESIDENTIALLY ZONED AREAS OF THE CITY.**

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**Whereas**, Texas Local Government Code Section 51.012 authorizes the governing body of a municipality to adopt an ordinance, act, law, or regulation, not inconsistent with state law, that is necessary for the government, interest, welfare, or good order of the municipality as a body politic; and

**Whereas**, Texas Local Government Code Section 51.001 authorizes a governing body of a municipality to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the municipality; and is necessary or proper for carrying out a power granted by law to the municipality; and

**Whereas**, Texas Local Government Code Section 217.002 authorizes a governing body of a municipality to (1) abate and remove a nuisance and punish by fine the person responsible for the nuisance; (2) define and declare what constitutes a nuisance and authorize and direct the summary abatement of the nuisance; and (3) abate in any manner what the governing body considers expedient any nuisance that may injure or affect the public health or comfort; and

**Whereas**, unmanned aerial aircraft (“drones”), fly under the control of a remote pilot or via a geographic positions system (GPS) guided autopilot mode, have become increasingly available to private citizens for personal and recreational uses due to their declining costs; and

**Whereas**, United States airspace is the busiest in the world, with up to 87,000 flights per day, including commercial airliners and freight haulers, air taxis and private and military aircraft; and

**Whereas**, drones are not now allowed in United States general airspace because of the threat they present to other aircraft. Under the Federal Aviation Administration (FAA) Modernization and Reform Act of 2012 the FAA is directed to create regulations that will enable drones to fly throughout US airspace by September 2015; and

**Whereas**, Small drones, 25 pounds or under, are now permitted to fly in general airspace below 400 feet for the use of police and first responders, with FAA permission; and

**Whereas**, drones have limitations in “vision” compared to the vision of human pilots, do not have the same capability to avoid other aircraft or aerial obstacles as aircraft piloted by humans, and there has been at least one instance outside the United States of a drone collision with an aircraft with a human pilot aboard and as well as a near miss. These instances occurred in airspace much less crowded than that of the United States; and

**Whereas**, drones have at times gotten out of human control, in at least one instance having to be shot down, and drones are susceptible to having control seized electronically by unauthorized operator; and

**Whereas**, drones have the capability of carrying a variety of weapons; and

**Whereas**, drones may be equipped with high definition cameras, night vision cameras and infrared-see-through scopes and thereby have the capability to watch individuals, groups and populations on a 24-hour basis, following and recording their movements for days and weeks in an unprecedented way; and

**Whereas**, there are no existing regulations regarding who may purchase a drone which presents a safety risk to residents in that drones may be purchased and operated by sex offenders, and other persons with certain criminal backgrounds, such as but not limited to domestic violence, theft, burglary, breaking and entering, trespass, assault and battery; and

**Whereas**, the City Council of the City of Leon Valley hereby finds and determines that the flying of drones in the airspace prohibited within the regulations adopted herein constitutes a nuisance; and

**Whereas**, the City Council of the City of Leon Valley hereby finds and determines that the regulations adopted herein are necessary for the interest, welfare, and good order of the City of Leon Valley and its Citizens.

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

**SECTION I  
RECITALS**

The recitals set forth above are true and correct.

**SECTION II  
AMENDMENT TO CHAPTER 8 "OFFENSES AND NUISANCES"**

Chapter 8, "Offenses and Nuisances" of the City of Leon Valley Code of Ordinances shall be amended as follows:

**CHAPTER 8  
ARTICLE 8:12 DRONES**

8:12:001 **Definition.**

"*Drone*" shall mean an unmanned aircraft that can fly under the control of a remote pilot or by a geographic positions system (GPS) guided autopilot mechanism.

8:12:002 **Prohibitions.**

Drones are prohibited from flying in any airspace below 400 feet within or over any residentially zoned area in the City of Leon Valley, unless otherwise exempt under this chapter.

8:12:003 **Exemptions.**

1. This chapter shall not prohibit the use of drones by any law enforcement agency of the City, State or Federal government for lawful purposes and in a lawful manner.

2. Use of drones may be used to make visual recordings of a single residence, with the owner's written consent, provided the owner/occupant and/or operator of the subject drone obtains a validly issued drone permit from the City.

8:12:004 **Violations.**

Any person found to be in violation of the provisions of this chapter shall be guilty of a misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).

8:12:005 **Severability.**

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

8:12:006 **Proper Notice and Meeting.**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 16<sup>th</sup> day of June, 2015.

**A P P R O V E D**

\_\_\_\_\_  
**CHRIS RILEY**  
MAYOR

Attest:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

\_\_\_\_\_  
City Attorney

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** June 16, 2015 **M&C # 2015-06-16-09**

**TO:** Mayor and Council

**FROM:** Saundra Passailaigue, City Secretary

**THROUGH:** Hank Brummett, Interim City Manager

**SUBJECT:** Discussion and action to repeal Ordinance No. 2014-01-13-02, policy for the appointment of city boards and commissions.

**PURPOSE**

This item was placed on the City Council agenda at the request of Council Member Benny Martinez and Council Member Carmen Sanchez pursuant to Resolution No. 15-012R.

**FISCAL IMPACT**

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

## Saundra Passailaigue

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**From:** Benny Martinez <b.martinez@leonvalleytexas.gov>  
**Sent:** Tuesday, June 09, 2015 10:24 PM  
**To:** Saundra Passailaigue  
**Subject:** Ordinance 2014-01-13-02

Please include this ordinance, "policy for the appointment of city boards and commissions", on the agenda for the June 16 city council meeting.  
Discussion, and action to repeal the ordinance.

Benny Martinez  
City Council Place 4  
City of Leon Valley  
[b.martinez@leonvalleytexas.gov](mailto:b.martinez@leonvalleytexas.gov)  
210-681-1944



[www.leonvalley.gov](http://www.leonvalley.gov)

## Saundra Passailaigue

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**From:** Carmen Sanchez <c.sanchez@leonvalleytexas.gov>  
**Sent:** Wednesday, June 10, 2015 10:15 AM  
**To:** Benny Martinez  
**Cc:** Saundra Passailaigue  
**Subject:** Re: Ordinance 2014-01-13-02

Saundra,

Please include me as the second Council Member requesting this be added to next City Council Agenda.

Thank You,

**Carmen Sanchez**  
Council Place 2  
City of Leon Valley

**Ethics:**

-is knowing the difference between  
What you have a right to do and  
**What is right to do.** Potter Stewart

On Jun 9, 2015, at 10:23 PM, Benny Martinez <[b.martinez@leonvalleytexas.gov](mailto:b.martinez@leonvalleytexas.gov)> wrote:

Please include this ordinance, "policy for the appointment of city boards and commissions", on the agenda for the June 16 city council meeting.  
Discussion, and action to repeal the ordinance.

Benny Martinez  
City Council Place 4  
City of Leon Valley  
[b.martinez@leonvalleytexas.gov](mailto:b.martinez@leonvalleytexas.gov)  
210-681-1944



[www.leonvalley.gov](http://www.leonvalley.gov)

**ORDINANCE 2014-01-13-02**

AN ORDINANCE AMENDING THE CITY'S CODE OF ORDINANCES BY ADOPTING A POLICY FOR THE APPOINTMENT OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE AND EFFECTIVE DATE

**WHEREAS**, the City Council is responsible for appointing various boards and commissions; and

**WHEREAS**, the City currently does not have a policy regarding the appointment of individuals to City boards and Commissions; and

**WHEREAS**, the City Council desires to have a fair and consistent policy for purposes of appointments to City boards and commissions.

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

- 1. That the City's Code of Ordinances Chapter 1 General Provisions is amended by adding Section 1.06.005, "Appointment of Boards and Commissions" as follows:**

**(a) Applicability**

The term of "Boards and Commissions" shall cover all Advisory Boards, statutory Boards and Commissions, Ad-hoc and Standing Committees, and Corporations. These Boards and Commissions have been categorized into the following three tiers:

Tier I – Statutory Boards, Commissions and Corporations (Policy Making Authority)

Tier II– Standing Advisory Boards (Serve in an Advisory Capacity)

Tier III- Ad-Hoc and Committees that are called up for a specific task or project. *Committees that fall under this tier could automatically dissolve/sunset upon completion of its charge, or the time prescribed by the City Council. City Council may dissolve/sunset by official action.*

The Tiers of current boards and commission are as provided for in the attached Exhibit "A". Exhibit "A" may amended by Resolution as determined necessary by City Council from time to time.

**(b) Application Process**

In order to maintain a consistent method of outreach and appointment of members, the following process shall be followed.

1. Tier I and Tier II Board appointments and reappointments will be conducted by Mayor and Council two times per year, in January and June, which coincide with 1) the beginning of the calendar year; and 2) Mayor and Council terms.
  - a. The Chairperson of a Tier I and Tier II Board may request consideration of appointments for a vacancy outside of the appointment schedule if there is a critical need for immediate consideration.
  - b. Appointments for Tier III Committees will be on-going, do not require interviews and will be scheduled for City Council consideration at regular monthly City Council meetings.
2. Vacancies and call for applications will be publicized through existing City communications (i.e. newsletter, website, email announcement), and shall include a deadline for submission of an application by a date and standardized timeframe, i.e. Regular Business Hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday.
3. All applications will be submitted to the City, through the City Secretary, and shall be time and date stamped upon receipt by staff, if delivered in person. Applications submitted by fax or email must arrive by the defined deadline listed in the notice calling for applications.
4. The applicant shall provide information on the application regarding criminal background and will be subject to a criminal background check.
5. A slate of applicants with their applications that are received by the advertised deadline will be forwarded to the Mayor and Council for review.
6. Interviews will be conducted for first time applicants for Tier I Boards and Commissions only; and will be scheduled during a work session of the full City Council; and will appear on the Regular Agenda as an action item.
  - a. Sitting board members who wish to serve an additional term will be required to submit an updated application by the advertised deadline to be considered for reappointment; however, an interview will not be required.

### **(c) Performance Measures**

Below are measures to be included in the policy for use by Mayor and Council when evaluating appointments and re-appointments to its Boards and Commissions.

1. Attendance shall be tracked on an attendance log and kept by the staff liaison, and readily available to view by City Council.
2. All approved meeting minutes shall be included in the City Council agenda packet for review, and will be placed on the website.
3. Staff liaisons must track and report to the City Secretary any problem noted as soon as possible with the following issues:
  - a. If a member misses three (3) consecutive meetings of all regular meetings in a 12-month period
  - b. If a board member has any changes to their contact information, address, employment, etc.
  - c. If a board is failing to meet for any reason for more than six months
  - d. If a board member resigns
4. Members that are absent for three consecutive meetings, except for illness or disability, without first being excused by the Chairperson, shall be deemed to have vacated the position and the City Council may appoint a new member to fill the unexpired term during the next board and commission work session, or as requested by the Chairperson.

5. A member who is automatically removed from a board or commission for failure to meet the attendance requirement is ineligible to seek appointment to any board or commission for a period of one calendar year from the date of the member's automatic removal.
6. The Mayor and Council may request that some boards and commissions conduct an annual review and work plan. Council will designate which boards will conduct an annual review by December 31<sup>st</sup> of each year. The report will be due during the first quarter of the following year. The staff liaison is responsible for making sure that the review is done and the report is filed in a timely manner.
7. **Tier I** members shall follow the same requirements set for Mayor and Council, regarding the completion of a sanctioned training course on the Texas Public Information Act and Open Meetings Act, within a reasonable timeframe after appointment.
  
2. **This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Nothing contained in this Ordinance generally or this chapter specifically shall be construed to allow the violation of any residential deed restriction.**
  
3. **Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.**
  
4. **This ordinance shall become effective on and after its passage, approval and publication as prescribed by law.**

**PASSED and APPROVED** this 13th day of January, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**Boards and Commissions Categories**

**Tier I Boards and Commissions**  
**(Interviews Conducted for Applicants)**

Board of Adjustment  
Leon Valley Economic Development Corporation  
Zoning and Land Use Commission

**Tier II Boards and Commissions**

Community Events  
Earthwise Living Committee  
Leon Valley 2012 Bond Oversight Committee  
Library Board  
Parks Commission  
Stormwater Management Program  
Tree Advisory Board

**Tier III Boards and Commissions**

Bandera Road Site - Community Advisory Group (CAG)  
Branding Committee  
Business Owners and Managers' Alliance (BOMA) - *inactive*  
Communications Committee  
Festival Committee

## MAYOR AND COUNCIL COMMUNICATION

M&C# 2014-01-13-06

**DATE:** JANUARY 13, 2014  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** Leticia Callanen, Interim City Secretary  
**THROUGH:** Manuel Longoria, Jr., City Manager  
**SUBJECT:** Boards and Commissions Policy Adoption

### PURPOSE

The purpose of this agenda item is to have City Council adopt a policy setting procedural guidelines for the application and appointment process for all individuals wishing to serve on a Leon Valley Board, Commission, Corporation, or Committee.

### BACKGROUND

During the September 17, 2013, City Council Meeting, direction was given to staff to develop a policy for a board and commission appointment process that can be applied consistently to all future appointments. The parameters for this policy address boards and commissions where the establishing documents require appointments to be made by Mayor and City Council, and will not apply to individuals that volunteer for special events. A list of the subject boards and commissions are attached as Exhibit A.

This item was presented to City Council in draft form for consideration on December 9, 2013. City Council provided comments on the proposed policy and recommended revisions that have been incorporated into the final draft.

### **Applicability**

The term of "Boards and Commissions" shall cover all Advisory Boards, statutory Boards and Commissions, Ad-hoc and Standing Committees, and Corporations. These Boards and Commissions have been categorized into the following three tiers:

Tier I – Statutory Boards, Commissions and Corporations (Policy Making Authority)

Tier II– Standing Advisory Boards (Serve in an Advisory Capacity)

Tier III- Ad-Hoc and Committees that are called up for a specific task or project. *Committees that fall under this tier could automatically dissolve/sunset upon completion of its charge, or the time prescribed by the City Council. City Council may dissolve/sunset by official action.*

During the December 9th City Council Meeting, comments were made by Mayor and Council supporting and objecting to some of the recommendations. In response, staff proposes the following revisions.

Revisions Made to Categories I, II, and III	
Tier I	Tier II and III
No relatives serving on same board	Relatives may serve on same board
No Term Limits	No Term Limits
Residency Requirements as outlined in establishing documents	Residency Requirements, flexibility to add non-resident members
Ethics and Open Meeting/Open Records Training Required	Ethics and Open Meeting/Open Records Training (Voluntary)

Below is the policy with other revisions incorporated as requested by the Mayor and Council.

### **Application Process**

The following recommended steps are proposed that will create a consistent process and allow for thorough outreach in the event of an unforeseen board or commission vacancy.

1. Tier I and Tier II Board appointments and reappointments will be conducted by Mayor and Council two times per year, in January and June, which coincide with 1) the beginning of the calendar year; and 2) Mayor and Council terms.
  - a. The Chairperson of a Tier I and Tier II Board may request consideration of appointments for a vacancy outside of the appointment schedule if there is a critical need for immediate consideration.
  - b. Appointments for Tier III Committees will be on-going, do not require interviews and will be scheduled for City Council consideration at regular monthly City Council meetings.
2. Vacancies and call for applications will be publicized through existing City communications (i.e. newsletter, website, email announcement), and shall include a deadline for submission of an application by a date and standardized timeframe, i.e. Regular Business Hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday.
3. All applications will be submitted to the City, through the City Secretary, and shall be time and date stamped upon receipt by staff, if delivered in person. Applications submitted by fax or email must arrive by the defined deadline listed in the notice calling for applications.
4. A slate of applicants with their applications that are received by the advertised deadline will be forwarded to the Mayor and Council for review.
5. Interviews will be conducted for first time applicants for Tier I Boards and Commissions only; and will be scheduled during a work session of the full City Council; and will appear on the Regular Agenda as an action item.
  - a. Sitting board members who wish to serve an additional term will be required to submit an updated application by the advertised deadline to be considered for reappointment; however, an interview will not be required.

## **Performance Measures**

Staff was directed to recommend performance measures for the Mayor and Council to use when deliberating appointments. Below are suggested measures to be included in the policy:

1. Attendance shall be tracked on an attendance log and kept by the staff liaison, and readily available to view by City Council.
2. All approved meeting minutes shall be included in the City Council agenda packet for review, and will be placed on the website.
3. Staff liaisons must track and report to the City Secretary any problem noted as soon as possible with the following issues:
  - a. A member misses three (3) consecutive meetings of all regular meetings in a 12-month period
  - b. If a board member has any changes to their contact information, address, employment, etc.
  - c. If a board is failing to meet for any reason for more than six months
  - d. If a board member resigns
4. Members that are absent for three consecutive meetings, except for illness or disability, without first being excused by the Chairperson, shall be deemed to have vacated the position and the City Council may appoint a new member to fill the unexpired term during the next board and commission work session, or as requested by the Chairperson.
5. A member who is automatically removed from a board or commission for failure to meet the attendance requirement is ineligible to seek appointment to any board or commission for a period of one calendar year from the date of the member's automatic removal.
6. The Mayor and Council may request that some boards and commissions conduct an annual review and work plan. Council will designate which boards will conduct an annual review by December 31<sup>st</sup> of each year. The report will be due during the first quarter of the following year. The staff liaison is responsible for making sure that the review is done and the report is filed in a timely manner.

Other considerations that staff recommended have been revised and will be added to the appropriate sections of the final policy:

- The applicant provides information on the application regarding criminal background and will be subject to a criminal background check. (*Application Process*)
- **Tier I** members shall follow the same requirements set for Mayor and Council, regarding the completion of a sanctioned training course on the Texas Public Information Act and Open Meetings Act, within a reasonable timeframe after appointment. (*Performance Measures*)

## **FISCAL IMPACT**

There is no financial impact associated with this proposed action.

## **RECOMMENDATION**

This proposed policy is consistent with the 2013-2014 Mayor and Council Strategic Goals,



**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** June 16, 2015 **M&C # 2015-06-16-10**  
**TO:** Mayor and Council  
**FROM:** Elizabeth Carol, Community Development Director  
**THROUGH:** Hank Brummett, Interim City Manager  
**SUBJECT:** Consideration and action authorizing the City Manager to negotiate an interlocal agreement between the City of Leon Valley and Bexar County for the flood improvement project in the Huebner Creek Enhanced Conveyance NWWC Segment 3(LC-17).

**PURPOSE**

To authorize the Interim City Manager to execute an Interlocal Agreement (ILA) between the City of Leon Valley and Bexar County for the Flood Control Project known as the Huebner Creek Enhanced Conveyance NWWC Segment 3(LC-17).

**BACKGROUND**

The project is part of the Bexar County Flood Control Program and this project consists of widening and realigning the channel in order to reduce the floodplain limits in surrounding residential areas. The TAB has worked with Bexar County Public Works to identify 18 trees that can be repurposed. In addition, the route will need to be redesigned to preserve a significant Heritage Red Oak Tree (Tag #7143) that is 39 inches in diameter.

The \$11,000,000 project will be managed by the Bexar County's Flood Control Capital Project and is projected to be completed by April 2017. Once complete, the improvements will be turned over to the City of Leon Valley.

**S.E.E. LEON VALLEY**

Social – Adds to the public safety and general quality of life for all citizens.

Environmental Stewardship – The project will reduce the amount of storm water runoff.

Economic – Project will promote public safety, which may encourage relocation

**FISCAL IMPACT**

Not to exceed \$25,000.00 to redesign the trail to preserve the 39 inch Heritage Red Oak Tree. Funds are to be allocated in the FY16, CIED Fund.

**RECOMMENDATION**

NONE.

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY, FOR THE FLOOD IMPROVEMENT PROJECT IN THE HUEBNER CREEK ENHANCED CONVEYANCE NWWC SEGMENT 3 (LC-17).**

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**WHEREAS**, the Flood Control Capital Project “Huebner Creek Enhanced Conveyance NWWC Segment 3 (LC-17)” is part of the Bexar County Flood Control Program; and

**WHEREAS**, this project consists of widening and realigning the channel in order to reduce the floodplain limits in surrounding residential areas; and

**WHEREAS**, the recommendation authorizes the transfer of funds from the City of Leon Valley in an amount not to exceed \$25,000.00 to Bexar County for the redesign of the “Huebner Creek Enhanced Conveyance NWWC Segment 3 (LC-17)” Project in FY2016 CIED Fund;

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

1. That the City Manager be authorized to enter into contracts with Bexar County for the Flood Improvement Project in the Huebner Creek Enhanced Conveyance NWWC Segment 3 (LC-17).
2. 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 16<sup>th</sup> day of June, 2015.

**APPROVED**

\_\_\_\_\_  
**CHRIS RILEY**  
Mayor

Attest: \_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form: \_\_\_\_\_  
City Attorney

**STATE OF TEXAS**  
**COUNTY OF BEXAR**

**§ INTERLOCAL AGREEMENT FOR THE**  
**§ HUEBNER CREEK ENHANCED**  
**§ CONVEYANCE NWWC SEGMENT 3**  
**§ (LC-17) PROJECT**

**THIS INTERLOCAL AGREEMENT FOR THE HUEBNER CREEK ENHANCED CONVEYANCE NWWC SEGMENT 3 PROJECT** (hereafter referred to as "agreement") is effective of the \_\_\_ day of \_\_\_\_\_, 2015 (hereafter referred to as "Effective Date") pursuant to Ordinance #\_\_\_\_\_ passed by the City of Leon Valley Council on \_\_\_\_, by and between the **CITY OF LEON VALLEY, TEXAS** (hereafter referred to as "City"), a Texas General Rule City and the **COUNTY OF BEXAR** (hereafter referred to as "County"), a political subdivision of the State of Texas. City and County collectively shall be referred to as "the Party" or "the Parties." This Agreement is entered into by City and County pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This Agreement intended to further the purpose of the Interlocal Cooperation Act by increasing the efficiency and effectiveness of local governments.

**WITNESSETH**

WHEREAS, City and County have agreed to incorporate City's Huebner Creek Improvement Project, from the City limit line to Bandera Road, (hereafter referred to as "the Project"), into County's approval Flood Control Capital Project Huebner Creek Improvement Project (IC-17); and

WHEREAS, the Project consist of widening and realigning the channel in order to reduce the floodplain limits in surrounding residential areas; and

WHEREAS, County intends to construct the Project with the overall construction of the County's LC-17 Project; and

WHEREAS, City shall be responsible for the maintenance of the Project after its completion; and

WHEREAS, City shall provide funding to County to redesign path to accommodate the preservation of a 39' Heritage Red Oak Tree; and

WHEREAS, the Parties desire to enter into this Agreement to establish the rights and obligations of the Parties, for the funding, design, construction, operations and maintenance of the Project and to establish the procedures for funding the Project:

NOW, THEREFORE, it is consideration of the mutual covenants and agreements stated herein the Parties agree as follows:

**ARTICLE I**  
**PURPOSE AND TERMS**

- 1.01 The purpose of this Agreement is to establish the terms and conditions for (1) funding the redesign the path to preserve a 39' Heritage Red Oak Tree and (2) operating and maintaining the Project upon Substantial Completion.
- 1.02 This Agreement shall commence upon City Council approval and the execution date of the last signatory party to the Agreement and shall end one year after Substantial Completion of the Project.
- 1.03 The City has the duty to maintain the Project and to enforce warranties, except the Contractor's one-year warranty. These duties survive the termination of this Agreement.

**ARTICLE II**  
**DEFINITIONS**

- 2.01 Substantial Completion is the date, certified by the County, County's design professional and the City's Designated Representative, as stated in Article VII, that the contractor has reached that stage of completion when the City and the County accept use of the Project for its intended purpose, even though there are "punch list" items that are not completed.

**ARTICLE III**  
**FINANCIAL COMMITMENT**

- 3.01 City will be responsible for, \$24,000.00 cost associated with redesigning the trails to accommodate the preservation of the 39' Heritage Red Oak Tree identified by tag 7143.
- 3.02 County will be responsible for all costs for the County's LC-17 Project though Substantial Completion.
- 3.02 Following Substantial Completion of the Project, City shall be responsible for all costs associated with operating, maintaining and repairing the Project and County shall have no further financial obligation; however, the County shall continue to be responsible for project management and administration for "punch list" issues through final acceptance and the Contractor's one year warranty period.

**ARTICLE IV**  
**OBLIGATION OF COUNTY**

- 4.01 Pursuant to this Agreement, County shall perform and provide the following:

## Attachment I

- a. County shall oversee and manage the construction of the Project. Final construction documents for the Project shall be provided to City for review and approval.
- b. County shall manage the staging of construction.
- c. County shall remove and deliver trees that have been identified by the City to be repurposed.
- d. County shall enforce the Contractor's one-year warranty.
- e. County shall serve as project manager and administrator for the Project through Substantial Completion including responsibility for contract administration of third party contracts, except for warranty issues outside of the Contractor's one-year warranty. Contract administration is limited to third party contracts executed by County in conjunction with the Project.
- f. County shall identify all affected utilities, protect utilities during construction and coordinate utility relocation, if necessary.
- g. County shall acquire fee interest and/or easement rights necessary for the Project.
- h. County will conduct public meetings, as needed, to advise adjacent landowners of the scope of the Project and to determine landowners' concerns and provide notice to City staff and Council offices at least seventy two (72) hours in advance of the public meetings.
- i. County will provide project presentations and updates on the Project to all necessary City staff and City Council Offices, as requested by City's Designated Representatives, and attend City Council meetings, as requested, to provide briefings on the Project.
- j. County shall obtain warranties from contractors and the right to transfer the warranties to City upon Substantial Completion. The Contractor's one-year warranty will not be transferred to the City.
- k. County shall transfer fee interest, easements, and warranties to City upon Substantial Completion. The Contractor's one-year warranty will not be transferred to the City.
- l. The Project will be designed and constructed to meet the City of Leon Valley Code of Ordinances.

## Attachment I

- m. If the Project is constructed under the regulations of the United States Army Corps of Engineers (USACE), Texas Commission on Environmental Quality (TCEQ) or other Federal/State regulatory agency, at the time the property is transferred to the City, the terms and conditions of the required permits, including any special conditions, will be transferred to the City after the one-year warranty period of the Project.
- n. County will provide electronic files (i.e. hydrologic and hydraulic models, shapefiles, CAD, etc.) to all necessary City staff.
- o. In addition to the requirements of Article XVIII, County promptly shall furnish City's Manager with copies of all legal notice by County affecting the Projects including, without limitation, notice from governmental authorities, and notice from any party claiming default in any payment obligation and any other notice not of a routine nature. County promptly shall give notice under Article XVIII herein of any suit, proceeding or action that is initiated or threatened in connection with the construction of the Project or against County and/or City in connection with construction of the Project.

### **ARTICLE V** **OBLIGATION OF CITY**

- 5.01 Pursuant to this Agreement, City shall perform and provide the following:
- a. City is responsible to provide maintenance for the Project after Substantial Completion.
  - b. City will provide funding for Project no later than thirty (30) days after the last signatory has approved this agreement.
  - c. City will identify trees to be repurposed.
  - d. The City shall review plans, specifications and other submittals, including Preliminary (Engineering/Reports) Design Phase (Intermediate/Final) and the Final Submittal. County Project Director shall deliver to City's Designated Representative one (1) paper and one (1) Adobe Acrobat PDF file copy of each of the plans, specifications, and other submittals for review and approval. If the plans and/or specifications, in City's determination, require modification, corrections, alterations or additions, City's Designated Representative shall notify County's Project Director in writing within thirty (30) business days of receipt of the documents detailing the modifications necessary. County shall incorporate City's modifications unless County is not in agreement that the modifications are necessary. In such cases, the Parties, their staff, and third party consultants, if requested, shall meet to make a final determination

## Attachment I

regarding the City modification. If no comments are received by the County within thirty (30) business days, County will proceed with the understanding that the City has approved the submittals as presented.

- e. City has a duty to provide general oversight of the work performed by County, and third parties hired by County, on the Project and to provide written acceptance from City's Designated Representative of project work in accordance with the terms herein.
- f. City staff shall attend each of the public meetings conducted by County on the Project to represent City's role in the Project. City should refer citizens with concerns regarding the Project to County's Project Director unless the issues pertain to City's past obligation for the existing drainage improvements or for future maintenance and repair of the Project's improvements.
- g. As part of City's advisory and oversight role in the Project, City will provide County with prompt written notice whenever City staff observes, or otherwise becomes aware of: (i) any defect in the project design or construction; (ii) any defect in the work performed by the County and/or consultant; or (iii) any development that adversely affects the scope or timing of the Project.
- h. City will assist County, when requested, in obtaining approvals and permits from governmental authorities having jurisdiction over the Project including providing any supporting documentation in City's possession which would aid County in preparing permit applications.
- i. City shall provide county with data in the possession of City pertaining to the watershed within which the Project is located (i.e., maps, plans, field notes, statistics and computations).
- j. Upon written request, the city shall allow County to enter and remain on any land owned by City or land which City owns an interest or a right, so that County can fulfill its duties pursuant to this agreement.
- k. City shall provide written acceptance of the improvements at Substantial Completion.
- l. City shall provide normal maintenance outside the scope of the construction activity within the construction site
- m. City shall provide public works response (equipment and personnel) to emergencies caused by heavy rains, flooding, wind or storms.

## Attachment I

- 5.02 City shall support the County when advising the appropriate City offices and departments about the Projects and update those offices and departments regarding the status of the Project as the City determines is necessary.
- 5.03 City shall accept transfer of fee interests, easements, and warranties upon Substantial Completion. The Contractor's one-year warranty will not be transferred.
- 5.04 During the warranty period, City shall maintain the property according to written instructions provided by the contractor and the County so that warranties are not voided and City shall meet on a quarterly basis during the warranty period with County and contractor to address any warranty and maintenance issues. Failure to meet does not waive City's responsibility to maintain the property.

### **ARTICLE VI JOINT OBLIGATION OF THE PARTIES**

- 6.01 The Parties have agreed upon the design and construction of the Project improvements to be integrated into the County's LC-17 Project.

### **ARTICLE VII DESIGNATION OF REPRESENTATIVES**

- 7.01 City hereby appoints the Director of Public Works, or his/her designee, (hereafter referred to as "City Project Manager"), as its designated representative under this Agreement. City's Project Manager shall be the primary point of contact for the Project.
- 7.02 County hereby appoints the Director of Public Works Department, or his/her designee, (hereafter referred to as "County's Project Manager"), as its designated representative under this Agreement. County's Project Manager shall be the primary point of contact for the County.

### **ARTICLE VIII CITY'S RIGHTS UNDER THIRD PARTY CONTRACTS**

- 8.01 County shall provide city with copies of any request for proposals ("RFP's") request for qualifications ("RFQ's"), and invitations for bids ("IFB's") at a minimum of ten (10) business days prior to the issuance of same in order that City may have the opportunity to modify the terms, or incorporate additional terms, pertaining to the Project. City shall submit its modifications to those documents at a minimum of five (5) business days prior to issuance of same by County. All RFPs, RFQs, and IFBs shall reflect that City is a third party beneficiary to contracts entered into by County on the Projects. Copies of all proposals and bids shall be furnished by County to City within a timely

## Attachment I

- manner following County's receipt of all proposals and bids in order that City may have adequate time to review same. City may attend, if desires, County meetings for review and evaluation of the proposal and bids.
- 8.02 City agrees that County shall have the authority to contract on behalf of the Parties for all services necessary for the design and construction of the Project.
- 8.03 County shall provide City with a fully executed copy of each contracted entered into by County for the Project.
- 8.04 The Project contracts entered into by County shall include provisions reflecting:
- a. With regard to insurance coverage, County shall require all consultants, sub-consultants, contractors, subcontractors and suppliers to maintain the insurance coverage limits set out in the written notice to City's Designated Representative. A summary of project costs and project description also will be required. City shall be named as an additional insured on all policies naming County as an additional insured and shall be entitled to make claims, to the extent of City's interest in the Project, under all insurance coverage. Prior to the commencement of any work by any service provider, vendor, contractor, subconsultants or subcontractor under this Agreement, County shall provide City's Designated Representative with copies of the completed Certificates of Insurance which Certificates completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. City reserves the right to review the insurance requirements during the effective period of this Agreement, any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by City's Designated Representative, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. County shall not allow any modification whereupon City may incur increased risks.
  - b. County shall require all contractors and service providers, including but not limited to all sub-consultants and subcontractors, to maintain statutory worker's compensation insurance for all of their employees with a waiver of subrogation in favor of City and County.
  - c. County shall require in its contracts for services, construction and materials that the contracting parties along with all sub-consultants and subcontractors, indemnify County and City, their officials, employees and agents for claims by third parties, as allowed by law.

## Attachment I

- d. County shall require all consultants, sub-consultants, contractors, and subcontractors to provide all statutorily required payments and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, County shall determine whether to require performance bonds.
- e. County shall state in all agreements with third-parties that City is a third-party beneficiary to the agreement.

### **ARTICLE IX PROJECT MANAGEMENT DURING CONSTRUCTION**

- 9.01 County shall manage, oversee, administer and carry out all of the activities and services required for construction of the Project to ensure that the Project is constructed, equipped, furnished and completed with new material in a good and workmanlike manner and in accordance with the terms of this Agreement and the design and construction documents.
- 9.02 County shall enforce Substantial Compliance with the terms of the agreements with the contractors and subcontractors and require that work continuously and diligently be performed to achieve Substantial Completion on or before the scheduled completion date set out in the project schedule.
- 9.03 Upon approval of this Agreement by the governing bodies of the Parties, the parties' respective Directors shall schedule a meeting to finalize the term structure and develop the procedures and processes necessary to coordinate design and construction in accordance with the standard business practices of those disciplines.
- 9.04 County Project Manager shall provide written notice to City's Project Manager a minimum of ten (10) business days prior to the issuance of a Notice to Proceed for the start of construction on the Project.
- 9.05 Within thirty (30) business days following Substantial Completion of construction of the Project, County shall:
  - a. Notify City in writing upon Substantial Completion of construction, whereupon city may inspect the completed work to determine if construction has been completed in a satisfactory and workmanlike manner and substantially completed in accordance with the plans and specifications for such work.
  - b. Submit all permits and inspection reports and, if applicable, obtain a Final Acceptance Letter and submit a copy of each of these documents to the City.

## Attachment I

- c. Submit "record" drawings to City, along with copies of all warranties and operations documents.
- 9.06 Both County and City shall participate in a walk through at the point of Substantial Completion of the Project to identify the punch list items. County shall supervise and coordinate the completion of punch list items and warranty work. Both Parties shall participate in a final walk through to determine wherever all punch list items have been resolved.
- 9.07 For information purposes, County shall provide City's Project Manager, as and when available, the schedule for permitting, design and construction of the Projects. City shall be furnished said schedule when revised from time to time throughout the duration of the Project. The schedule(s) shall establish a date for Substantial Completion of each phase in sufficient detail to allow City to monitor the progress of the construction of the Project.
- 9.08 Within one hundred eight (180) days after final completion of the Project, County shall deliver to City Project Manager a final construction report which shall set out the total cost incurred in connection with those portions of the Projects for which both County and City made financial contributions.
- 9.09 County shall maintain the books, records and documents pertaining to those portions of the Projects for which County and City have joint participation. City representatives shall have access to and the right to examine same, upon reasonable notice to County's Project Manager. County's books, records and documents relating to the Project must be maintained separately from other County projects so that an examination by City representatives shall be limited to the documents for this Project.
- 9.10 City and County staff shall hold periodic conferences with third party consultants and contractors throughout the term of the Project in order that County and third party consultants and contractors may benefit from experience and knowledge of the City and in order that the work is performed in compliance with current City policies and standards.
- 9.11 For future meetings between County staff and project consultants, County shall provide City with written (e.g.: letter, email, or fax) notice at least seventy-two (72) hours in advance, of the location, date, and time of all meetings in order that City representatives may participate in the meetings.
- 9.12 During the construction phase of the Project, City's Designated Representatives shall be given written notice of all County staff meetings affecting the Project in order that City may participate in decisions. City's designated Representative and City staff participating in the Project shall be given access to the project site at all times.

Attachment I

- 9.13 County's consultants shall perform all necessary structural and environmental assessments and any and all necessary tests, reports, and other pre-construction steps deemed necessary by County prior to the start of construction.

**ARTICLE X**  
**DEFAULT**

- 10.01 In the event of a material breach of this Agreement, the non-breaching party shall give the breaching party written notice of such breach which shall detail the nature of the breach. The party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching party by the end of the thirty (30) days period, the non-breaching party may give written notice of termination of this Agreement to the breaching party and seek to recover damages not to exceed the amount paid by the non-breaching party for the project.

**ARTICLE XI**  
**TERMINATION FOR CONVENIENCE**

- 11.01 Whenever either Party, in its sole discretion, deems it to be in that Party's best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after terminating Party delivers written notice of termination of convenience to the other Party. The Parties shall have no additional liability to one another for termination under this Article XI.

**ARTICLE XII**  
**PRIOR AGREEMENT SUPERSEDED**

- 12.01 This agreement, including the exhibits, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such matter.

**ARTICLE XIII**  
**ASSIGNMENT OR TRANSFER OF INTEREST**

- 13.01 Neither Party may assign its rights, privileges and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

**ARTICLE XIV**  
**LEGAL CONSTRUCTION**



Attachment I

With a copy to: Director of Public Works  
233 N. Pecos, Suite 420  
San Antonio, TX 78207

If to City: City Clerk  
City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

With a copy to: Director of Public Works  
City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

**ARTICLE XIX**  
**FORCE MAJEURE**

19.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity'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. In the event of any delay or failure excused by this Article XIX, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

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**ARTICLE XX**  
**MULTIPLE COUNTERPARTS**

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

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**CITY OF LEON VALLEY**

**COUNTY OF BEXAR**

By: \_\_\_\_\_  
HANK BRUMMETT  
Interim City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
SAUNDRA PASSAILAIGUE  
City Secretary

\_\_\_\_\_  
GERRY RICKHOFF  
County Clerk

Attachment I

APPROVED AS TO FORM:

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CHARLES E. ZECH  
City Attorney

APPROVED AS TO LEGAL FORM:

NICHOLAS "NICO" LAHOOD  
Criminal District Attorney  
Bexar County, Texas

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JILL TORBERT  
Assistant Criminal District Attorney – Civil Section

APPROVED AS TO FINANCIAL CONTENT:

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SUSAN YEATTS  
County Auditors

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DAVID SMITH  
County Manager

APPROVED:

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RENEE D. GREEN, PE  
Director of Public Works/County Engineer

**City of Leon Valley**

**HUEBNER CREEK**

**ENHANCED CONVEYANCE**

**(LC-17) ILA**

June 16, 2015

# Segment 3 - COLV



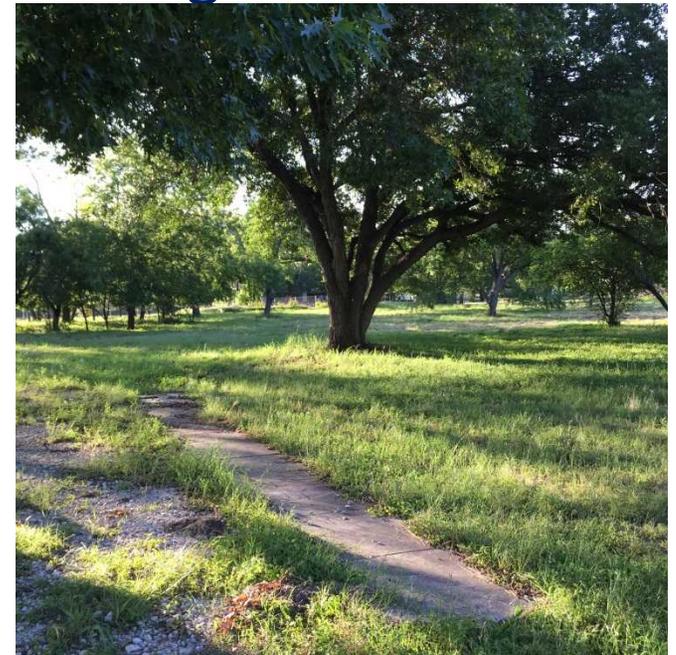
## Segment 3 - COLV

### Updated Timeline:

- Advertise Project – July 2015
- Construction - October 2015
- Construction Completion – April 2017

# Intrelocal Agreement

- Authorize the Interim City Manager to negotiate an Interlocal Agreement (ILA) with Bexar County.
  - Overall project will including widening and realigning the channel
  - Route redesigned to save 39' Heritage Red Oak Tree
  - Not to exceed \$25,000.00
  - Funding FY16, CIED Fund



## Repurposed Trees

- June 9, 2015: TAB identified 18 Trees to be repurposed within the project boundaries.
- Trees will be removed by Bexar County and delivered to milling company.
- Trees will be repurposed into park benches and plaques for future use.

## **Outcome for COLV**

- **Property Conveyance/Care/Maintenance**
- **Park Extension/Connection**
- **Municipal Public Safety & Support Facilities Construction**



# For More Information or Questions

Point of Contact: Bobby Mengden, P.E.  
Bexar County Flood Control, Project  
Manager

233 N. Pecos, Suite 480  
San Antonio, Texas 78207

Direct: 210-335-7071

Main: 210-335-7066

Fax: 210-335-6713

Email: [bobby.mengden@aecom.com](mailto:bobby.mengden@aecom.com)

# City of Leon Valley

## HUEBNER CREEK ENHANCED CONVEYANCE (LC-17) REDESIGN

June 16, 2015