

NOTICE OF PUBLIC MEETINGS

AGENDA

LEON VALLEY CITY COUNCIL MEETINGS

JULY 9, 2013, 6:00 P.M.

LEON VALLEY CITY HALL, CITY COUNCIL CHAMBERS

6400 EL VERDE ROAD, LEON VALLEY, TEXAS 78238

SPECIAL MEETING OF THE CITY OF LEON VALLEY CITY COUNCIL, 6:00 P.M.

1. **Call the City of Leon Valley Special City Council Meeting to Order, and Determine a Quorum is Present. (Mayor Riley)**
 2. **Executive Session Under the Texas Local Government Code, Pursuant to Section 551.071, Consultation with Attorney, the City Attorney will consult with the City Council on Legal Issues Associated with the Lease Agreement Between the City of Leon Valley and the Leon Valley Historical Society, M&C # 07-01-13.**
 3. **The City Council will Reconvene into Open Session to Consider Any Possible Recommended Actions Arising Out of the Executive Session:**
 - a. **No action to be taken.**
 - b. **Authorizing the staff to take direction as discussed and recommended in the Executive Session.**
 4. **Adjourn.**
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REGULAR MEETING OF THE CITY OF LEON VALLEY CITY COUNCIL, 7 P.M.

1. **Call the City of Leon Valley Regular City Council Meeting to Order, Determine a Quorum is Present, and 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 at that meeting. They may direct staff to contact the requestor or request 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. Consider Approval of the June 18, 2013 City Council Meeting Minutes. (Willman)
4. Consider Approval of Waiver for Related Fees for the Use of the Leon Valley Conference Center for the Region 7 TML Dinner on July 12, 2013, Co-sponsored by the City of Leon Valley, M&C # 07-02-13. (Flores, Longoria)
5. Consider Approval of Waiver for Related Fees for the Use of the Leon Valley Conference Center by the Leon Valley Area Chamber of Commerce on July 17, 2013, Co-sponsored by the City of Leon Valley, M&C # 07-03-13. (Mora, Longoria)
6. Consider Approval of a Budget Adjustment and Related Ordinance for the Community Center Fund for the Leon Valley Conference Center Repairs and Improvements, M&C # 07-04-13. (Flores, Longoria)

Regular Agenda

7. Consider Action on a Resolution Adopting or Providing Direction on the New City Logo for Purposes of Developing a New City Brand and City Identity, M&C # 07-05-13. (Mora, Mike De La Garza)
8. Consider Action on an Ordinance Authorizing the City Manager to Negotiate, Enter Into and Execute a Lease Agreement with El Sol Bakery, Inc., for the Kinman House at 6417 Evers Road, Leon Valley, Texas, M&C # 07-06-13. (Mora)
9. Consider Action on an Ordinance Approving the Waiver for Development Fees for the Remodeling of the Kinman House at 6417 Evers Road for Use as a Bakery and Bistro by El Sol Bakery, Inc., M&C # 07-07-13. (Mora)
10. Consider Action on a Resolution Authorizing the City Manager to Execute an Interlocal Agreement By and Between the City of Leon Valley, Texas, and the Texas Department of Transportation for the Installation and Construction of Two Gateway Monument Signs on State Highway 16 (Bandera Road), M&C # 07-08-13. (Flores)
11. Consider Action on a Resolution Establishing the City's Intent to Create a Crime Control and Prevention District, as Authorized by Chapter 363, Local Government Code, M&C # 07-09-13. (Longoria)
12. Consider Action on a Resolution Appointing a Temporary Board of Directors for a Crime Control and Prevention District, as Authorized by Chapter 363, Local Government Code, M&C # 07-10-13. (Longoria)

Discussion Agenda

13. **City Manager's Report (Longoria)**
 - A. **Library Capital Project Report.**
 - B. **Pilot Recycling Program at The Ridge Report.**
 - C. **Status/Update on the Evers/Huebner Road Traffic Improvements.**
 - D. **Resolutions for the 2013 TML Annual Conference.**
 - E. **Approved Minutes of the City-Affiliated Boards, Committees, and Commissions:**
 - 1) Leon Valley 2012 Bond Program Oversight Committee Meeting Minutes of March 28, May 3, and May 17, 2013 Meetings.
 - F. **Future Agenda Items:**
 - 1) Report on the Pilot Recycling Program at The Ridge, August 16.
14. **Citizens to be Heard.**
15. **Announcements by the Mayor and City Council Members.** At this time, reports about items of community interest regarding 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.
 - **July 6th Walk & Talk with the Mayor**, meet at the Leon Valley Public Library Porch at 8:30 a.m. for a walk to the Silo Property located on Huebner Road. Bring water to counter the heat and wear comfortable shoes for the walk.

Executive Session

16. 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).
17. Adjourn.

Attendance by Other Elected or Appointed Officials:

It is anticipated that members of other City boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of other City boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of other boards, commissions and/or committees of the City, whose members may be in attendance. The members of other City boards, commissions, and/or committees may not participate in discussions on the items listed on the agenda, which occur at the meeting, and no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that City board, commission or committee subject to the Texas Open Meetings Act. [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 Friday, July 5, 2013, by 5:30 p.m., and remained posted until after the meeting(s) hereby posted concluded. This notice was likewise posted on the City website at www.leonvalleytexas.gov. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To make arrangements, call (210) 684-1391, Extension 216.




Jamie Willman, City Secretary

Agenda Item 2
Executive Session
Special City Council Meeting

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013
M&C: # 07-01-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: EXECUTIVE SESSION UNDER THE TEXAS LOCAL GOVERNMENT CODE, PURSUANT TO SECTION 551.071, CONSULTATION WITH ATTORNEY, THE CITY ATTORNEY WILL CONSULT WITH THE CITY COUNCIL ON LEGAL ISSUES ASSOCIATED WITH THE LEASE AGREEMENT BETWEEN THE CITY OF LEON VALLEY AND THE LEON VALLEY HISTORICAL SOCIETY

PURPOSE

This agenda item will allow the City Council to receive a report and presentation by the City Attorney regarding legal issues associated with the Lease between the City of Leon Valley and the Leon Valley Historical Society regarding the Natural Area Park as requested and authorized by the City Council at its April 16, 2013 City Council Meeting.

The City Council will re-convene into Open Session and may consider any possible recommended actions arising out of the Executive Session:

- No action to be taken.
- Authorize the staff to take direction as discussed and recommended in the Executive Session.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Not applicable.

S.E.E

Social Equity – Not applicable.

Environmental Stewardship – Not applicable.

Economic Development – Not applicable.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS: _____

ATTEST:

Janie Willman, City Secretary

Agenda Item 3

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS
JUNE 18, 2013**

City Council of the City of Leon Valley, Texas met on the 18th day of June, 2013 at 7 p.m. at the Leon Valley City Council Chambers, at 6400 El Verde Road, Leon Valley, Texas, for the the purpose of the following business, to-wit:

REGULAR MEETING OF THE CITY OF LEON VALLEY CITY COUNCIL, 7 P.M.

- 1. Call the City of Leon Valley Regular City Council Meeting to Order, Determine a Quorum is Present, and Pledge of Allegiance.** Mayor Riley called the Regular City Council Meeting to order at 7 p.m. with the following City Council Members in attendance: Ruiz, Reyna, Diaz, Dean, and Bieber.

City staff in attendance: City Manager Longoria, City Attorney Zech, City Secretary Willman, Community Development Director Flores, Economic Development Director Mora, Finance Director Wallace, Interim Fire Chief Valdez, Interim Assistant Fire Chief Lawson, Human Resources Director Caldera, Police Chief Wallace, Assistant to the Public Works Director Flores, and City Engineer Sayyadi.

Councilman Dean led the assembly in the Pledge of Allegiance.

- 2. Bandera Road Superfund Site Community Advisory Group (CAG) Presentation, M&C # 06-06-13.** John Hoyt, CAG Chair, made a formal presentation related to the Bandera Road Superfund Site and the status of the Record of Decision.

- 3. Citizens to be Heard and Time for Objections to the Consent Agenda.** Councilman Reyna asked for Consent Agenda Item 8 to be removed from the Consent Agenda for separate consideration.

Mary Francis Uptain, 6101 Sawyer Road, addressed the City Council asking that the 4th of July Event and Celebration be celebrated on the actual date of July 4.

Liz Maloy, 7411 Chenal Point, noted concern with the idea of City Council Meetings being changed to the frequency of one (1) time per month. She noted that the residents need to be heard; communication can only be done between selves at a public meeting. She noted that it is wrong to change city council meetings to once a month and for the City Council to not meet twice a month. She noted concern about accountability with the City Council's ability to get its work done in only one meeting. She further noted that City leaders have worked for years to build up interest and participation in City Council Meetings. She noted that right now there is suspicion of government at all levels. She stated that there will be suspicions of how the City Council is doing its work, when you have more than two City Council people getting together. She indicated that the City's residents will think that the City Council doesn't want to do its work in front of citizens. That's not who we are; that's not who Leon Valley is. We're too small a City. If two meetings is too much for City Council people to do, then get off of City Council. If that comes to pass, we'll definitely get much more involved if you pursue that.

Motion by Councilman Dean and second by Councilman Bieber to approve Consent Agenda Items 4, 5, 6, and 7. Voting Aye: Ruiz, Reyna, Diaz, Dean, and Bieber. Voting Nay: None. Mayor Riley announced the motion carried.

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS
JUNE 18, 2013**

Consent Agenda

- 4. Consider Approval of the City Council Meeting Minutes:**
- a. Special City Council Meeting of May 31, 2013 (City Council – City Manager Work Session Retreat)
 - b. Special City Council Meeting of June 4, 2013, 5:30 p.m.
 - c. Regular City Council Meeting of June 4, 2013, 7:00 p.m.

Approved the City Council Meeting Minutes of May 31, 2013, and the June 4, 2013 Special and Regular City Council Meeting Minutes.

- 5. Consider Action on Plat Case # 2012-124, to Plat Approximately 2.418 Acres of Land Out of Parcel 29G, Abstract 741, CB 4445, to Lot 7, CB 4445, Dirt V-Murchison-Huebner Subdivision, M&C # 06-07-13.**

Approved the platting of approximately 2.418 acres of land out of Parcel 29G, Abstract 741, CB 4445, to Lot 7, CB 4445, Dirt V – Murchison-Huebner Subdivision.

- 6. Consider Action on an Ordinance Appointing a Committee Member to the Bond Oversight Committee, M&C # 06-08-13.**

Appointed Kathy Hill to the Leon Valley 2012 Bond Program Oversight Committee by ordinance.

Adopted Ordinance No. 13-026 – Appointing a Member to the 2012 Bond Program Oversight Committee.

- 7. Consider Action on an Ordinance Amending Ordinance No. 13-009, Related to Changes on City Council Subcommittees on Communication, and Festivals, M&C # 06-09-13.**

Adopted Ordinance No. 13-027 – An Ordinance of the City of Leon Valley City Council, Amending Ordinance No. 13-009, Section 1.06.004 “Communications Subcommittee,” and “Special Event/Festival Subcommittee, to Update the Subcommittee Structure and Membership [Appointed Councilman Jack Dean, Chair, and Councilman Abraham Diaz, Vice-Chair, of the Communications Subcommittee. Appointed Councilman Paul K. Bieber, Chair, and Councilman Ricardo Ruiz, Vice-Chair of the Special Event / Festival Subcommittee.]

- 8. Consider Action on an Ordinance Setting the Schedule of City Council Meetings for the Remainder of the Fiscal Year Ending September 30, 2013, including Cancelling the July 2, 2013 City Council Meeting, M&C # 06-10-13.** Following City Manager Longoria’s briefing on this agenda matter, Councilman Reyna asked if anyone on the City Council would have a problem with moving the July 16 City Council Meeting to July 9. Councilman Reyna noted that when he apprised the City Manager of his absence because of a work commitment on July 16, the City Manager informed him that another City Council Member was going to be absent as well. It was then clarified that Councilman Reyna was requesting the City Council’s permission to be absent on July 16. Councilman Bieber announced that he could not be at the July 9 City Council Meeting.

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**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS
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Mayor Riley asked about how the City Council would handle reducing from two City Council Meetings to one City Council Meeting. Mr. Longoria noted that at the last meeting in September, a schedule will be set for the remainder of the calendar year to follow-up with the objective of the City Council.

Councilman Diaz announced that he too had a previous commitment on July 16 and asked to be excused. He noted that the commitment had been set in April and that he could not get out of it.

Mayor Riley announced that in that case that the remainder of the City Council needed to be at the July 16 meeting in order to have a quorum.

Motion by Councilman Reyna to move approval on the Ordinance. Councilman Reyna announced his withdrawal. Councilman Dean asked that the City Council consider allowing Councilman Biever to be off on July 9, that the July 16 City Council Meeting be moved to July 9, so that only one City Council Member would be absent instead of two City Council Members on July 16.

There was some discussion about the staff's ability to get the agenda packet prepared in time for the July 9 City Council Meeting. City Manager Longoria noted that the report on the Recycling Program at The Ridge scheduled for July 16 could be moved to an August meeting if it would be acceptable to the City Council.

Councilman Dean made a motion to move the July 9 City Council Meeting to July 16. Councilman Reyna seconded the motion to move the July 9 City Council Meeting to July 16.

Mayor Riley announced the motion as being to change the July 16 City Council Meeting to July 9 due to the attendance of the Council. Councilman Reyna asked for clarification; if the motion included adopting the rest of the schedule that the City Manager recommended for the rest of the fiscal year. Mayor Riley announced that the motion did include the rest of the schedule as recommended by the City Manager. Voting Aye: Ruiz, Reyna, Diaz, Dean, and Biever. Voting Nay: None. Mayor Riley announced the motion carried.

Adopted Ordinance No. 13-028 – An Ordinance of the City Council of the City of Leon Valley, Texas, Amending Section 2.104, Chapter 2, "Administration," to establish the meetings schedule for the remainder of the Fiscal Year 2013.

Regular Agenda

9. **Report and Discussion on City Branding, M&C # 06-11-13. (Mora, Mike De La Garza, Consultant)** Economic Development Director Mora introduced Mike De La Garza, Consultant. Mr. De La Garza reported on the Branding Subcommittee's work to date and made a presentation on the recommended City logo. The recommended City logo will be placed on the City's website for public comment through June 30. The public comments will be brought back to the Branding Subcommittee prior to the July 9 City Council Meeting for final approval by the City Council. There was some discussion about developing taglines based on need. There will be another Subcommittee Meeting to determine taglines.

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS
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10. **Report and Discussion Related to City Phone System Improvements, M&C # 06-12-13.** Finance Director Wallace introduced the agenda item. Ms. Wallace noted that the City can save money for a two year period until the new building is completed without being tied into a longer term contract based on new communications technologies. Ms. Wallace introduced Don Greiner and Jose Medina. Don Greiner addressed the City Council. City Manager Longoria reported that the City staff has started to implement the project which may provide significant savings that will help the City to balance its budget.
11. **Presentation of Financial Statement for the Month of May, 2013.** Finance Director Wallace made a presentation of the Financial Statement for the month of May, 2013.
12. **Discussion on the City's Emergency Management Plan and Report Related to the Flood Event that Occurred on May 25, 2013, M&C # 06-13-13.** Interim Assistant Fire Chief Lawson made a brief presentation to the City Council on things learned and improvements made to the City's Emergency Management Plan. Assistant to the Public Works Director Flores added to the presentation related to the drainage problems located throughout the City.

Councilman Diaz asked when the gate at the end of El Verde will be opened. Mr. Lawson explained any time it rains. Councilman Diaz asked if it would be possible to get a map of the channel to be able to visually see how the channel is going to work behind the houses on Huebner.

Ms. Flores noted that there are improvements that can be made to the drainage easement which will redirect the water flow. It was estimated that the work can be done within 3 to 4 months. She noted that what is key is keeping drainage channels maintained and cleaned. She indicated that as part of the storm water utility, there doesn't have to be any sort of open channel. She noted that in the area being discussed, there is the difficulty of access because the channel is fenced in as it seems to be considered part of someone's lawn.

City Engineer Sayyadi noted that the City has to talk to the homeowners to see if they are interested in hearing ideas about landscaping to allow water to drain away from their homes. He noted that the City cannot improve private property. Mayor Riley stated that perhaps the City can have a Saturday workshop to provide that kind of information.

Sharon Camp, 6418 Huebner Road, addressed the City Council noting that there was not a problem with flooding until after the Buddhists made landscaping changes. She stated that the homeowners can help but the Buddhists should do more. She noted that every time it rains hard, the ditch which is filled with garbage overflows.

Councilman Ruiz stated the City should put in the Lion's Roar an article related to flood prevention to improve the communication between the City and its residents. Councilman Ruiz asked there was any kind of breakaway link fence that can be used for the gate at the end of El Verde Road. Mr. Lawson noted under the revised Emergency Management Plan. It was noted that after the channel work is completed by Bexar County Flood Control that the area will be taken out of the 100 year flood plain and that part of the road will be permanently closed.

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Councilman Ruiz asked about flooding to Leon Valley businesses. It was noted that flooding to the two businesses on Bandera south of 410 may be affected by buildup which can possibly be cleaned-out. Ms. Flores indicated she could look into that situation.

Councilman Biever asked to return to the question about flooding in residential homes because there are areas in which flooding is occurring and the City may not be aware that flooding is occurring. Councilman Biever asked if it would be possible to get a message out in the Lion's Roar in order to get a better idea of how significant the flooding problem is throughout the community. He noted that perhaps residents can be advised what to do on their respective properties to alleviate future flooding. City Manager Longoria noted that it would be a good idea to put a notice in the Lion's Roar so that anyone else who had flooding issues could report in and Public Works can do an assessment on what can be done to fix the problem. Councilman Biever noted that having someone to talk to whose area of expertise is related to alleviating flooding would be helpful.

Councilman Reyna asked if persons putting a drainage ditch on private property are a violation of the City's ordinances related to public safety. He noted that the problem with flooding behind the Huebner homes is not just tall grass. He asked if the City can create an ordinance to compel that to be done. City Attorney Zech stated that state law provides that private property owners cannot divert more water runoff. Mr. Zech explained that the situation being described is a private dispute between property owners; the City cannot get involved. He noted further that whether the City can adopt an ordinance which mirrors state law to do pre-emptive issues to prevent from regulating in the same area.

The Mayor requested that the City stay in communication to see if some relief for the residents can be obtained.

- 13. Report and Discussion Related to 2013-2014 City Council / City Manager Goal Setting Retreat, M&C # 06-14-13.** City Manager Longoria reported on the goals arising from the May 31, 2013 City Council / City Manager Retreat.

Goals for 2013-2014

City Council/City Manager Retreat/ May 31, 2013

- 1. Align City Resources to meet City Council Objectives/Expectations**
 - a. Continue efforts to improve Code Compliance Initiatives

- 2. Continue Work on Capital and Planning Projects**
 - a. Update the City's 2010 Strategic Plan
 - b. Examine Parks System to incorporate LC-17 and Silo Property Conveyance
 - c. Bandera Road Monuments, Landscaping & Lighting
 - d. Fire Station, Police and City Hall Administration Facility
 - e. Library
 - f. Huebner Creek Hike and Bike Trail
 - g. Make Improvements/Investments to Rimkus Park
 - h. Triangle Park

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- i. Reconstruct Evers Road
- 3. Strengthen Communications to the Community**
 - a. Initiate "Coffee with City Council" sessions to allow residents access to the City Council
 - b. Use website, social media and new communications technology to improve information flow to residents
- 4. Enhance Customer Service**
 - a. Conduct City Employee Market Compensation Analysis and Adjust Pay Plan as necessary
 - b. Use "Hidden-Customer" to identify problem areas
 - c. Conduct Customer Satisfaction Surveys and Report on Results.
- 5. Establish Organizational Culture to Spur Economic Development**
 - a. Continue to Develop Pro-Business Philosophy and Practices
 - b. Establish an Economic Development Training Class for Employees & Citizens
 - c. Pursue Transit Oriented Development (TOD) Opportunities to leverage VIA's BRT Expansion into Leon Valley
 - d. Leverage existing 4th of July activity to promote Leon Valley
- 6. Provide Efficient Use of City Resources**
 - a. Have city staff focus on more efficient time management in order to improve service delivery
 - b. Establish a more efficient City Council Meeting schedule to correspond with available staff resources
 - i. Consider going to one City Council meeting per month
- 7. Pursue Revenue Enhancements to Enhance City Operations**
 - a. Renew the Street Maintenance Tax as allowed by State Law (November 2013)
 - b. Establish a Crime Prevention District using the 1/8 cent sales tax (November 2013)
 - c. Conclude Negotiation of CPS Energy Franchise Fee
- 14. Consider Action Approving a Policy for the Handling of Found Personal Property, M&C # 06-15-13.** Police Chief Wallace made a presentation on a policy developed with the City Attorney's Office for handling found personal property.

Motion by Councilman Biever and second by Councilman Reyna to adopt the Policy as recommended. Voting Aye: Ruiz, Reyna, Diaz, Dean, and Biever. Voting Nay: None. Mayor Riley announced the motion carried.
- 15. Presentation and Discussion Related to the Creation of a Crime Control and Prevention District as Authorized by Chapter 363, Local Government Code, with Possible Direction to Staff, M&C # 06-16-13.** City Attorney Zech made a presentation to the City Council regarding the requirements related to creating a Crime Control and Prevention District, as authorized by Chapter 363, of the Local Government Code.

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS
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Discussion Agenda

16. City Manager's Report (Longoria)

- a. **Status/Update on the Evers/Huebner Road Traffic Improvements.** City Manager Longoria noted that delays to traffic improvements were weather-based. The deceleration lane has been installed, helping quite a bit. What remains is the lane markings (commonly known as 'turtles' which have been affected by bad weather, which is why the work has not been done. Once the signs are scheduled, it is one day's worth of work to be done. The City Manager met with staff from the DPS and the site improvements still need to be completed by July 19 in order to be issued the final certificate of occupancy. We are working jointly to get the site improvements done as soon as possible. We won't issue the final certificate of occupancy until the site improvements are done.
- b. **Report on the July 4th Parade and Celebration.** City Manager Longoria reported to the City Council on the arrangements for the July 4th Parade and Celebration. He asked that Council Members who were interested in participating contact him directly.
- c. **Monthly Departmental Reports.** There were neither questions nor comments made regarding the Monthly Departmental Reports.
- d. **Future Agenda Items.**
 - 1) Report on the Pilot Recycling Project from The Ridge Homeowners Association, July 16.
 - 2) Schedule of Fiscal Year 2014 Budget Workshop Meetings, July 16.
 - 3) Order Special Elections to be Held on Next Uniform Election Date - November 5, 2013, August.

17. Citizens to be Heard.

Benny Martinez, 6319 Rue Sophie, addressed the City Council with a complaint and stated he wants to file a formal protest about the phone system using hosted voice over internet (VOIP), selected for the City's new telephone system. He noted that VOIP is a bandwidth hog. He detailed issues he saw regarding the new phone system proposal. He stated he met with the City Manager when he first came to work at Leon Valley about upgrading the City's phone system. He stated he was not even contacted about this. He also noted that the shop Leon Valley first is a misnomer because he lives and does business in Leon Valley and was never given an opportunity to participate in the procurement process.

Paul Ottavio, 7415 Chenal Point, reported there was almost another head-on accident in front of the DPS Center located on Huebner Road. Finally put in turn lane on Huebner but as usual, it has been the halfway measure of this developer. There was supposed to be an island in the middle of the driveway to force persons leaving the DPS Center to turn right onto Huebner. Drivers keep turning left towards Evers Road. He noted he has sent numerous emails and stated that the whole situation has gotten out of hand. He suggested having a police officer stand at the location and issue a citation to persons turning illegally.

Liz Maloy, 7411 Chenal Point, addressed the City Council, stating she agreed with everything Mr. Ottavio said. She noted that the Pavona Place HOA Board listens to its residents. The traffic situation is not changing. She stated she doesn't know why

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Pavona people have to keep coming to the City Council. Still have problems with drivers getting into the center lane; the situation has not changed at all. Signage has been knocked down for 3 weeks. She noted that the City has staff which should be looking at the situation. The location also has weeds close to 4 feet tall. The traffic light continues in disrepair or goes into disrepair when it drizzles. We need help over there.

18. Announcements by the Mayor and City Council Members.

Councilman Reyna announced that on June 14, 2013, Governor Rick Perry signed into law the City's legislative action, Senate Bill 475, allowing for the extension of the Street Maintenance Sales and Use Tax from being re-authorized every 4 years to every 10 years. He expressed deep appreciation for Senator Leticia Van De Putte and State Representative Justin Rodriguez for their leadership in the Texas Legislature resulting in the support for the bill.

Councilman Diaz noted his excitement about participating in this year's July 4 Parade and Celebration Events. Thank you to the Committee that is putting it on.

Councilman Dean thanked Councilman Reyna for his work on the Senate Bill resulting in law. He had all the connections in getting the street program legislation passed. It was a combined effort. Art deserves a large portion of congratulations.

Mayor Riley announced that TxDOT Engineer Mario Medina is retiring next week. He has been out district engineer for 5 years. As far as the MPO, Council Member Ray Lopez, who has been the vice chair is now the Chair and the vice chair now is Kevin Wolff from the Commissioners Court. She noted she will be walking during the 4th of July Parade and invited anyone else to join her that would like to participate. She read from a document pronouncing her as a Yellow Rose of Texas issued by Senator Leticia Van De Putte.

Councilman Reyna announced that the Mayor and he participated in the Leon Valley Elementary Leadership Day recently.

July 4th Parade and Celebration, Leon Valley Community Center, 6427 Evers Road, from 10 a.m. to 2 p.m. Texas State Senator Leticia Van de Putte and State Representative Justin Rodriguez are the Grand Marshals for the Leon Valley July 4th Parade.

July 6th Walk & Talk with the Mayor, meet at the Leon Valley Public Library Porch at 8:30 a.m. for a walk to the Silo Property located on Huebner Road. Bring water to counter the heat and wear comfortable shoes for the walk.

Executive Session

- 19.** 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).

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There was no Executive Session conducted under this agenda item.

- 20. Adjourn.** Mayor Riley made a motion and Councilman Biever seconded the motion to adjourn the meeting at 9:45 p.m. Mayor Riley adjourned the meeting without objection at 9:45 p.m.

Mayor Chris Riley

ATTEST:

Janie Willman, City Secretary

Agenda Item 4

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013

M&C: # 07-02-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER APPROVAL FOR WAIVER OF RELATED FEES FOR THE USE OF THE LEON VALLEY CONFERENCE CENTER FOR THE REGION 7 TML DINNER ON JULY 12, 2013, CO-SPONSORED BY THE CITY OF LEON VALLEY

PURPOSE

The City is being honored by being requested to co-sponsor the Region 7 Texas Municipal League Dinner. As a co-sponsor the City would be the host location to the Region 7 Texas Municipal League Dinner (TML) on Friday, July 12, 2013. The dinner is a great opportunity for the City to showcase the Conference Center and bring Officials of various Texas cities together for a night of awards and celebration honoring cities for their legislative efforts in Texas Municipal Government, and thereby creating additional network opportunities for future governmental and legislative partnerships.

The dinner has other sponsors including: *Network Alliance LLC, Davidson Troilo Ream & Garza PC, Denton Navarro Rocha & Bernal PC, Linebarger Goggan Blair & Sampson LLP, Mullen Pension & Benefits Group, and Tetra Tech, Incorporated.*

FISCAL IMPACT

The total amount of the fee waiver is \$497. This amount includes rent and cleaning fees. Additionally, security fees do not need to be waived as many Leon Valley Officials and employees will be onsite for the dinner.

RECOMMENDATION

Staff recommends approval of this item.

S.E.E IMPACT STATEMENT

Social Equity – The City strives encourages collaborative participation by residents, businesses and stakeholders. This includes other municipalities and partnerships.

Environmental Stewardship – This event does not directly impact the environment.

Economic Development – By co-sponsoring the event the City has the opportunity to feature and market Conference Center and grounds for future business events?

APPROVED: _____

DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

ATTACHMENT X

Price List

Leon Valley Conference Center

6421 Evers Road Phone: 210-684-1391 x225 – Fax: 210-509-8288

Amenities

- ◆ 3000 square feet of meeting space
- ◆ One, two and three-room configurations
- ◆ Surrounded with windows
- ◆ Cement floor in meeting rooms
- ◆ Ample free parking
- ◆ Beautifully landscaped grounds with outdoor meeting space
- ◆ Caterer service area
- ◆ Bathrooms, water fountains
- ◆ PA System available

Available Facilities

Entire center: 3,000 square feet

- 200 person capacity w/o tables
- 150 person capacity w/ tables

One room: 1,000 square feet

- 75 person capacity w/o tables
- 50 people w/ tables

Prices

	Weekday		Weekend		
Fee Category	3000 sq ft	1000 sq ft	3000 sq ft	1000 sq ft	
Cleaning Fee	\$145.00/day	\$145.00/day	\$145.00/day	\$145.00/day	
Deposit	\$400.00	\$200.00	\$400.00	\$200.00	
Security	\$22.00/hour	\$22.00/hour	\$22.00/hour	\$22.00/hour	
Rent:					
Full day (6-10) hrs	\$520.00	\$280.00	\$696.00	\$456.00	
Half day (5 hrs)	\$320.00	\$200.00	\$504.00	\$288.00	
Each additional hour	\$ 64.00	\$ 48.00	\$ 84.00	\$ 68.00	
Hourly rate/first initial hour	\$160.00	\$ 80.00	\$180.00	\$100.00	

For more information or to make a reservation, call Sylvia Gomez, Community Development Department at the above number. Monday-Thursday, 7:30 AM – 5:30 PM; Friday, 7:30 AM – 11:30 AM.



City of Leon Valley City Council

Consider A Waiver for Related Fees for
Use of the Conference Center – Texas
Municipal League Dinner (TML) 7/12/13

July 9, 2013



Purpose

- Co-sponsor the Region 7 TML Dinner
- Date: Friday, July 12th
- Conference Center



Purpose

- Awards & Celebration of Texas Municipal Government (Region 7)
- Networking and Partnership with Other Municipal entities and individuals
- Showcase Conference Center

ATTACHMENT X

Price List

Leon Valley Conference Center

6421 Evers Road Phone: 210-684-1391 x225 – Fax: 210-509-8288

Amenities

- ♦ 3000 square feet of meeting space
- ♦ One, two and three-room configurations
- ♦ Surrounded with windows
- ♦ Cement floor in meeting rooms
- ♦ Ample free parking
- ♦ Beautifully landscaped grounds with outdoor meeting space
- ♦ Caterer service area
- ♦ Bathrooms, water fountains
- ♦ PA System available

Available Facilities

Entire center: 3,000 square feet

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Hourly rate/first initial hour	\$160.00	\$ 80.00	\$180.00	\$100.00	



Fiscal Impact

- Amount of fees waived \$497
- No security fees required – on site staff available



Recommendation

- Approve the requested fee waiver in the amount of \$497 for use of the Conference Center



City of Leon Valley City Council

Consider A Waiver for Related Fees for
Use of the Conference Center – Texas
Municipal League Dinner (TML) 7/12/13

July 9, 2013

Agenda Item 5

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013

M&C # 07-03-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER APPROVAL OF WAIVER FOR RELATED FEES FOR THE USE OF THE LEON VALLEY CONFERENCE CENTER BY THE LEON VALLEY AREA CHAMBER OF COMMERCE

PURPOSE

The Leon Valley Area Chamber of Commerce (LVACC) has requested the use of the Leon Valley Conference Center for the July 17, 2013 monthly LVACC networking luncheon. The City of Leon Valley is a co-sponsor of the event.

The monthly LVACC networking luncheon is open to members and non-members. The luncheons are typically held at area restaurants. As the LVACC has grown, it has also outgrown some of the area restaurants. Having the July networking luncheon at the Conference Center will allow the LVACC to keep the meeting in the Leon Valley area and provide an opportunity for a local or area business to cater the luncheon. The monthly LVACC networking luncheon is also an opportunity for the City of Leon Valley to co-sponsor a business event.

The fees requested to be waived:

\$145 – Cleaning

\$400 – Deposit

\$ 44 (\$22 per hour x 2 hours) – Security

\$320 (\$160 per hour x 2 hours at Hourly Rate) – Rent

\$909

The City's pricing list for the Leon Valley Conference Center is attached for Council's reference.

FISCAL IMPACT

The fiscal impact is dependent on the City Council's action on this request. If authorized, the fiscal impact will be on the Community Center Fund to the extent to be determined by the City Council.

RECOMMENDATION

City Staff recommends approval of waving City Facility Use Fees for the Leon Valley Area Chamber of Commerce July Networking Luncheon on Wednesday, July 17, 2013.

Approval of the waiver shows the City of Leon Valley's support of the Leon Valley Area Chamber of Commerce, and reinforces our commitment to a partnership with the LVACC in economic development.

S.E.E. IMPACT STATEMENT

Social Equity – The City of Leon Valley will promote a superior quality of life by providing events and amenities with commercial significance.

Economic Development – The City will provide a diverse and versatile business environment that supports a healthy economy, and will do this by supporting our business and economic development partners in the area.

Environmental Stewardship – The City of Leon Valley will promote responsible environmental stewardship by providing and encouraging the use of recycling containers.

APPROVED BY MINUTE ORDER: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

ATTACHMENT X

Price List

Leon Valley Conference Center

6421 Evers Road Phone: 210-684-1391 x225 – Fax: 210-509-8288

Amenities

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Available Facilities

Entire center: 3,000 square feet

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Prices

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Each additional hour	\$ 64.00	\$ 48.00	\$ 84.00	\$ 68.00	
Hourly rate/first initial hour	\$160.00	\$ 80.00	\$180.00	\$100.00	

For more information or to make a reservation, call Sylvia Gomez, Community Development Department at the above number. Monday-Thursday, 7:30 AM – 5:30 PM; Friday, 7:30 AM – 11:30 AM.

Agenda Item 6

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013

M&C: # 07-04-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: APPROVAL OF A BUDGET ADJUSTMENT AND RELATED ORDINANCE FOR THE COMMUNITY CENTER FUND FOR CONFERENCE CENTER REPAIRS AND IMPROVEMENTS

PURPOSE

The Leon Valley Conference Center needs repair and maintenance to facilitate improved usage and rental.

In order to fund the repairs and improvements a budget adjustment in the amount of \$10,000 is needed. The funds will be used for exterior repairs, painting, exterior fan replacement, lighting and a sound system upgrade.

FISCAL IMPACT

Funding for the budget adjustment in the amount of \$10,000 is coming from the Community Center Fund balance.

RECOMMENDATION

Staff recommends approval of the budget adjustment in the amount of \$10,000 with related ordinance.

S.E.E IMPACT STATEMENT

Social Equity – the City strives to provide the best facilities for use of City functions and rental to the general public.

Environmental Stewardship – improvement of the building will enhance the environment surroundings but will not have direct environmental impact.

Economic Development – repair and maintenance of the building facilitates improved usage and rental of the building, thereby supporting revenue to the City.

APPROVED: _____

DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

AN ORDINANCE

APPROVING AMENDMENTS TO THE ORIGINAL BUDGET OF THE CITY OF LEON VALLEY, TEXAS, FOR THE FISCAL YEAR OF 2013

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

1. The attached Mayor and Council Communication # **07-04-13** contains an amendment to the original Budgets for the City of Leon Valley, Texas, for the Fiscal Year 2013 a true copy of which is file in the office of the City Secretary and made a part hereof by reference, are hereby amended and approved and ordered filed in the office of the City Secretary.

COMMUNITY CENTER FUND

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

PASSED and APPROVED this 9th Day of July, 2013.

Mayor Chris Riley

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

City Attorney's Office
Denton, Navarro, Rocha and Bernal, P.C.



City of Leon Valley City Council

Budget Adjustment from Community
Center Fund for Conference Center
Maintenance and Repair

July 9, 2013



Purpose

- Maintenance & Repair of the Conference Center
- Cost Approximations
 - \$5,900 exterior paint/repairs/labor*
 - \$875 new porch fans*
 - \$2,025 lighting, paint & misc supplies*
 - \$1,200 wireless microphones for sound system (possible new wireless unit)*



Fiscal Impact

- Community Center Fund Balance \$136,189
- Less \$10,000 budget adjustment \$126,189



Recommendation

- Approve the budget adjustment with attached ordinance



City of Leon Valley City Council

Budget Adjustment from Community
Center Fund for Conference Center
Maintenance and Repair

July 9, 2013

Agenda Item 7

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013
M&C # 07-05-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER ACTION ON A RESOLUTION ADOPTING OR PROVIDING DIRECTION ON THE NEW CITY LOGO FOR PURPOSES OF DEVELOPING A NEW CITY BRAND AND CITY IDENTITY

PURPOSE

This agenda item will provide information to the City Council on the comments received by the City on the proposed new logo created as an identity or brand for Leon Valley.

Staff, along with Michael De La Garza, President and Chief Provider of MDLG + Company, will summarize comments received on the proposed new logo, and discuss possible options. Next steps in the branding process will be discussed.

FISCAL IMPACT

The City Manager entered into a contract with MDLG + Company to provide branding support services in the amount of \$15,000. The cost to implement a branding campaign has not been determined.

RECOMMENDATION

Staff recommends approval of the resolution adopting the new city logo or providing direction to staff on the new city logo.

S.E.E. IMPACT

Social Equity – This economic development initiative of creating an identity for the city and implementing a plan to unveil and advertise a brand promotes a superior quality of life.

Economic Development – Branding helps promote a diverse and versatile business environment that supports a healthy economy by attracting viable businesses.

Environmental Stewardship – N/A

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

RESOLUTION NO. _____

A RESOLUTION

ADOPTING OR PROVIDING DIRECTION ON THE NEW CITY LOGO FOR PURPOSE OF DEVELOPING A NEW CITY BRAND AND CITY IDENTITY

WHEREAS, the City of Leon Valley seeks to provide a diverse and versatile business environment that supports a healthy economy;

WHEREAS, the City of Leon Valley encourages the attraction, expansion and retention of viable businesses to the city;

WHEREAS, the City of Leon Valley wants to develop a new brand and identity for the City to spur economic development; and

WHEREAS, the City of Leon Valley has had good participation by the residents, employees and business owners of the community participate in the development of a new City logo;

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

1. Adopt the proposed City logo as developed and attached to this resolution as Attachment A; and,
2. Provide direction to the City Manager to proceed with the branding process to promote the logo and the City of Leon Valley.

PASSED and APPROVED this the 9th day of July 2013.

Chris Riley, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Proposed Logo





Proposed City Logo Branding Leon Valley

**City of Leon Valley City Council
July 9, 2013**



Purpose

- Adopt or provide direction on a new city logo for purposes of developing a new city brand and city identity.



Background

- The City Council Branding Subcommittee met four times to discuss and develop a new City logo with consultants.
- The logo development included the consideration of the city's location, history, and desired image.
- Emphasis was placed on promoting a prosperous and inviting community along with maintaining an accurate representation of city's namesake.

Proposed Logo





Summary of Comments Received

- Too plain.
- Lion looks like a housecat; lion too big.
- Colors are good.
- Colors should reflect community – colors of one of area schools.
- Logo should reflect why people move to or locate in Leon Valley – safety and security.
- Texas should be included in logo.



Purpose of the Logo and Uses

- Logo is designed to be a new brand and/or identity for Leon Valley.
- Logo is to be used to promote Leon Valley in economic development initiatives.
- Logo is to be used on City vehicles, water towers, City stationery, staff business cards, name badges, etc.
- Logo is to be used as a whole and not in parts, as in lion used by itself or valley used by itself.



Summary of Process and Feedback

- Branding process has been transparent.
- Subcommittee members, staff and stakeholders have had input in the process.
- Inclusion of a mountain lion in the logo was important.
- Emphasis on promoting Leon Valley as a business friendly community was important.
- Community wants to be seen as a viable and sustainable community.



Recommendation

- Staff recommends approval of the resolution adopting the new city logo or providing direction to staff on the new city logo.

Agenda Item 8

MAYOR AND COUNCIL COMMUNICATION

**DATE: July 9, 2013
M&C # 07-06-13**

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER AUTHORIZING THE CITY MANAGER, BY ORDINANCE, TO NEGOTIATE, ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH EL SOL BAKERY, INC. FOR THE KINMAN HOUSE AT 6417 EVERS ROAD, LEON VALLEY, TEXAS

PURPOSE

This agenda item is intended to provide information to the Mayor and City Council and authorize the City Manager to negotiate, enter into and execute a lease agreement between the City of Leon Valley and El Sol Bakery, Inc. ("El Sol") for the Kinman House located at 6417 Evers Road.

BACKGROUND

The City has been working with Mauricio and Teresa Vasquez Romero, owners of El Sol Bakery, to move their bakery and bistro to Leon Valley. Since May 2012, El Sol has looked at the Kinman House and made plans to use the facility as a bakery and bistro. They have also applied and received approval for funding assistance through the Leon Valley Economic Development Corporation (LVEDC). The LVEDC approved a \$10,000 grant and a \$37,500 loan to El Sol.

OTHER INFORMATION

El Sol plans to make sustainable improvements to the Kinman House. They are scheduled to begin improvements in August. They have had plans drawn up and are in the process of getting building materials priced. The improvements include removing walls, upgrading plumbing and electrical wiring, and converting the garage into a food storage area. In addition, El Sol will be adding new bakery and kitchen equipment.

City staff and El Sol are negotiating a lease agreement whereby certain criteria and amenities must be met by both parties.

El Sol has requested maintenance and repairs to the Kinman House be made under the lease agreement. These include repairs to the roof, replacement of exterior posts, repairs to the garage, etc.

The City Manager will provide the Mayor and City Council with a report upon completion of the negotiations.

FISCAL IMPACT

The City of Leon Valley will collect \$750 per month for the first year. The rent will increase based on a mutually agreeable rate to be outlined in the final lease agreement. In addition, the City is making repairs to the property using internal resources, and where needed, purchasing materials. Costs are not expected to exceed \$1,500.

S.E.E. IMPACT

Social Equity – The project will help promote a superior quality of life through healthy and gourmet food products..

Economic Development – The project will provide a diverse and versatile business environment that supports a healthy economy by attracting viable businesses.

Environmental Stewardship – The project is a food establishment and a clean business.

APPROVED:_____

DISAPPROVED:_____

APPROVED WITH THE FOLLOWING COMMENTS:_____

ATTEST:

Janie Willman, City Secretary



LEASE AGREEMENT

1) PARTIES: The parties to this Agreement are:

LESSOR: City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238

(210) 684-1391 (phone)
(210) 684-4476 (fax)

LESSEE: El Sol Bakery, Inc.
728 S. Presa
San Antonio, Texas 78210
(210) 227-9888 (phone)
(210) 227-9887 (fax)

2) PROPERTY: "Property" means the following real property in Bexar County, Texas along with all its improvements:

BUILDING: Kinman House
6417 Evers Road
Leon Valley, Texas 78238

LEGAL DESCRIPTION: CB: 4445F BLK: 25 LOT: 18 MCCAIN SUBDIVISION

The Property contains approximately 1,964 square feet of rentable area, plus a 400 square foot detached garage. The rentable area of the Property may not equal the actual usable area within the Property and may include an allocation of common areas in the building. The Property to be leased includes a detached garage.

3) GRANT: City of Leon Valley (Lessor) leases the Property to El Sol Bakery, Inc. (Lessee), and Lessee takes the Property from Lessor on the terms and conditions of this Agreement. As part of the Agreement, Lessor must reserve for the Lessee a minimum of 15 parking spaces.

4) RENT:

- a) Rent includes all sums due to Lessor under this Agreement, whether Base Rent, Additional Rent, reimbursement for repairing damages caused by Lessee, or otherwise, no matter how denominated.
- b) Base Rent for the first year of the Initial Term is **\$1,500 per month**. Of this amount, \$750 will be paid to the City of Leon Valley for the lease of the Property. The remaining \$750 will go directly to the Leon Valley Economic Development Corporation ("LVEDC") for payment on the \$37,500

loan approved by the LVEDC. Base Rent will be adjusted each year of the Initial Term at a rate of 10%, with the total rent not to exceed a total of \$1 per square foot leased or \$2,364.

- c) Lessor must notify Lessee of each adjustment to Base Rent no later than sixty (60) days after the Adjustment Date and show the data and arithmetic used to calculate it.
- d) Lessee must pay Base Rent in the amount described in this section in advance on the first day of each month or within 5 days thereafter without penalty. In addition, if Lessee is delinquent in paying an amount for more than 5 days after the date due, Lessee must pay to Lessor upon demand a late charge equal to ten (10) percent of the delinquent sum. Late charges are in addition to all Lessor's other rights and remedies.
- e) If Lessor received prepaid rent from or for the account of Lessee, Lessor must apply the prepaid rent according to Lessee directions.
- f) Lessee's covenant to pay Rent and Lessor's covenants are independent. Lessee must not abate Rent for any reason.

5) TERM AND RENEWAL: The term of the Agreement begins on July 15, 2013 and ends on 11:59 p.m. on July 15, 2018. If Lessee is not in default of this Agreement, the Agreement shall be renewable upon mutual agreement of the Parties for a term of not less than two years and no more than five years at the end of each Term. The renewal rent may not exceed 10% above the commercial rate per square foot charged in Bexar County, Texas at the time of renewal. Renewal shall be effective only after written notice of intent to renew is delivered to the other party, and written agreement between Lessee and Lessor on rents for the renewal term.

6) LESSEE'S AFFIRMATIVE PROMISES: Lessee promises that it will:

- a) Accept the Property "AS IS" after repairs to damages of the property have been made by the City as outlined in **Exhibit A**. The Property being currently, and after repairs, not suitable for the intended and Permitted Use.
- b) Obtain and pay for all utility services used by Lessee and not provided by Lessor.
- c) Repair, replace, and maintain any part of the Property that Lessor is not obligated to repair, replace, or maintain, normal wear excepted. This refers to restroom and kitchen plumbing, electrical work that are part of the modifications made by El Sol Bakery, Inc. Also included are the regular pest control El Sol Bakery, Inc. deems necessary.
- d) After casualty loss not terminating the Agreement, rebuild the interior partitions, ceilings, wiring, light fixtures, and plumbing, which exceed the insurance coverage.
- e) Submit in writing to Lessor any requests for repairs, replacement, and maintenance that are the obligations of Lessor. Included are roof repairs and replacement, landscaping except tree trimming beyond removing overhanging branches, parking lot repairs.
- f) Vacate the Property and return all keys to the Property on the last day of the Term, subject to any holdover rights.
- g) On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the Agreement, identifies any amendments to the Agreement, describes any rights to extend the Term, lists defaults by Lessor, and provides any other information reasonably requested. Lessee need not sign any certificate that purports to modify Lessee's obligations in any respect, except for a change in the address for notice or payment of rent.
- h) Arrange with Lessor in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Lessor, and pay for such additional services as charged and billed by Lessor for those needs provided beyond the initial services. ~~For such repairs, Lessee should obtain three (3) bids from licensed and bonded firms.~~

7) INDEMNITY: These definitions apply to the indemnity provisions of this Agreement:

- a) "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this agreement, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death.
- b) "Indemnitees" means the City of Leon Valley and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.
- c) "Indemnitor" means Lessee.
- d) Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.
- e) If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.
- f) There are no third-party beneficiaries of this indemnity.
- g) Indemnitor must promptly advise the City of Leon Valley in writing of Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. In addition to the indemnity required under this Agreement, each Indemnitee may, at its own expense, participate in the defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.
- h) Indemnitor may not settle any Indemnified Claim without the consent of the City of Leon Valley, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by the Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of Leon Valley is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.
- i) Nothing in this Agreement waives governmental immunity or other defenses of Indemnitees under applicable law.
- j) If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 50% of the Indemnitees and 50% by the Indemnitor. Indemnitor need look only to the City of Leon Valley for Indemnitees' 50% if the City of Leon Valley is an Indemnified party as to a particular Indemnified Claim.

8) LESSEE'S NEGATIVE PROMISES: Lessee promises that it will not:

- a) Use the Property for any purpose other than the Permitted Use.
- b) Create a nuisance.
- c) Permit waste.
- d) Use the Property in any way, other than as a bakery and/or bistro, which would increase insurance premiums or void insurance on the Property. The City acknowledges that the use of the Property as a bakery may cause an increase in the insurance premium.
- e) Alter the Property, other than the agreed upon construction improvements.
- f) Allow any type of lien or encumbrance, whether legal or equitable, to be placed upon the Property.

- 9) LESSOR'S AFFIRMATIVE PROMISES:** Lessor promises that it will:
- a) Agree to Lease the Property for the entire Term beginning on the Commencement Date and ending on the Termination Date.
 - b) Obey all applicable laws with respect to Lessee's operation of the Property.
 - c) Provide Essential Services.
 - d) Provide Lessee with detailed invoices for all heating, air-conditioning, and electrical charges in excess of the Essential Services for which Lessor requests reimbursement, should such be replaced at the request of the Lessee, with the understanding that the Lessee is responsible for payment for the improvements.
 - e) Allow Lessee the nonexclusive right to use the Common Areas subject to any and all reasonable rules and regulations that the Lessor may prescribe, in addition to the designated 15 parking spaces for El Sol Bakery, Inc.'s regular use. This includes the parking areas for the Leon Valley Public Library, the Leon Valley Conference Center and the Leon Valley Community Center, as they are part of the City of Leon Valley public facilities complex for public use and City-sponsored events.

10) LESSOR'S NEGATIVE PROMISE: Lessor promises that it will not interfere with Lessee's possession of the Property as long as Lessee is not in default.

11) ALTERATIONS/CONSTRUCTION:

- a) Physical additions or improvements to the Property made by Lessee will become the property of the Lessor. Lessor may require that Lessee, at the end of the Term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Property to the condition existing at the Commencement Date, normal wear excepted.
- b) Lessor authorizes Lessee to construct the improvements described in **Exhibit B**, and Lessee shall be responsible for all costs and charges associated with the improvements, including but not limited to the cost of material, environmental studies, contractors, permits, improvement plans, architects, inspectors, and subcontractors. Lessor will be responsible for the cost of an engineering study and preparation of plans as they relate to the property prior to any improvements made for the use of Lessee as a bakery and/or bistro.
- c) Lessee is required to meet all permitting and code requirements as set out by the City of Leon Valley and the governing codes at the time of the development and construction periods.
- d) Lessee will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:
 - i) Damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system or part of the Property;
 - ii) Obstruct any common area, walk, or drive except as Lessor permits.
- e) Lessor and Lessor's designees may inspect the construction of the improvements from time to time. If lessor notifies Lessee of any construction defect or non-compliance with the final plans, Lessee must promptly correct the defect or non-compliance.
- f) All construction staging areas and dumpster locations are subject to Lessor's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

12) INSURANCE:

- a) Lessee must maintain throughout the term of this Agreement, as it may be extended, insurance coverage written on an occurrence form, by companies authorized and admitted to do business in the State of Texas, rate A or better by A.M. Best Company or otherwise acceptable to Lessor, in the following types:
- i) Worker's Compensation
 - ii) Employer's Liability
 - iii) Commercial General Public Liability Insurance to include, but not be limited to, coverage for: Property/operations, independent contractors, products/completed operations, contractual liability, personal injury liability, broad-form property damage to include fire legal liability, host liquor liability insurance if alcoholic beverages are sold on the property, business automobile liability, property insurance for physical damage to the property of the Lessee (including improvements and betterments)
 - iv) Each insurance policy required by this Agreement must contain the following clauses:
 - (1) "This insurance cannot be canceled, limited in scope or coverage, or non-renewed until after 60-days' prior written notice has been given to:
City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238
Attention: Economic Development Director"
 - (2) "The insurance provided by Lessee is primary to any insurance or self-insurance maintained by the City of Leon Valley."
 - (3) "Any insurance or self-insurance maintained by the City of Leon Valley applies in excess of, and does not contribute with, insurance provided by this policy."
 - v) If Lessee makes leasehold improvements, Lessee must provide to Lessor in advance proof of Builder's Risk Insurance Coverage, Worker's Compensation and Employer's Liability Insurance Coverage, Professional Liability Insurance Coverage and any other liability or other insurance required by Lessor's Risk Manager. The policies likewise must be in amounts required by Lessor's Risk Manager and must cover all risks of physical loss during the term of any construction contract and until work is accepted by the City of Leon Valley. Lessee must maintain the insurance during the construction phase. Lessee and its contractors or subcontractors must further provide payment and performance bonds naming Lessor as indemnitee. If the construction is minor, Lessee may request the requirements of this Section be waived, but a waiver may be granted only by Lessor's Risk Manager. In deciding whether to waive, Lessor's Risk Manager has absolute discretion. The Risk Manager is fully authorized to make the waiver without further action by the City Council.
 - vi) Within 30 days after the Commencement Date and promptly after Lessor's later request, Lessee must, at its own expense, deliver certificates to Lessor's Risk Manager and to the City's Economic Development Director, reflecting all required insurance coverage, together with copies of policies and endorsements. All endorsements and certificates must be signed by an authorized representative of the insurance company and must include the signatory's company affiliation and title.
 - vii) Nothing from this Agreement limits Lessee's liability for damages to persons or property resulting from Lessee's activities or the activities of Lessee's agents, employees, sublessees, or invitees.
 - viii) Lessor may self-insure as it deems advisable. As a political subdivision of the State of Texas, all claims against Lessor are subject to the immunities, exclusions, exceptions and limitations of liability contained in and reference by the Texas Tort Claims Act, and the obligations of Lessor and the rights of persons claiming against Lessor are subject thereto.

13) ENVIRONMENTAL CLAIMS/SUBROGATION

- a) In its use of Property, Lessee must comply with all applicable Environmental Laws and regulations, and must cause its employees, agents, and contractors on the Property to do so as well. Lessee will obtain all permits required under Environmental Laws and regulations for its use of the Property. At least ninety (90) days before the expiration of any such permit, Lessee must present proof to Lessor that it has applied for renewal.
- b) Lessee must not allow the re-lease of any Hazardous Material from its use of the Property, on, onto or from the Property. Lessee further must not handle, use or otherwise manage any Hazardous material on the Property in violation of any Environmental Laws or in any but a reasonable and prudent manner.
- c) If Lessee breaches any of its representations, warranties or covenants, Lessee at its sole expense must take all actions required, including environmental cleanup of the Property, to comply with the representations, warranties, and covenants or applicable law.
- d) Lessee must indemnify Lessor and hold Lessor and its officials, employees, and contractors from loss, cost, liability, or expense (including, but not limited to, attorneys' fees and expenses, including all attorney's fees and expenses incurred by Lessee in enforcing this indemnity) arising from or relating to breach of Lessee's environmental representation, warranties and covenants.

14) LESSOR'S MUNICIPAL POWERS

Lessor is a Texas municipal corporation, organized, operating and existing under the laws of the State of Texas, as well as Lessor under this Agreement. As a municipality, it may from time to time exercise municipal powers unrelated to the Agreement that will nevertheless adversely affect Lessee. Such actions may include redirection of traffic, street closures, or other actions intended to facilitate public safety, the public interest, protect the public health, or the conduct of major events. No such action by Lessor as a municipality is a breach of Lessor's duties as lessor or entitles Lessee to any relief under this Agreement. Likewise, no breach of contract or other duty by municipal utility providers is a breach of Lessor's duties as lessor or entitles Lessee to any relief under this Agreement. Lessee has no more rights under this Agreement than it would if its lessor were a private entity.

15) PROHIBITED INTERESTS IN CONTRACTS

- a) Lessee warrants and certifies as follows:
 - i) Lessee and its officers, employees are neither officers nor employees of the City.
 - ii) Lessee has tendered to the City a discretionary contracts disclosure statement.
 - iii) Lessee acknowledges that City's reliance on the above warranties and certifications reasonable.

16) CASUALTY/TOTAL OR PARTIAL DISTRUCTION

- a) If the Property is damaged by casualty and can be restored within ninety days, Lessor will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Property and any leasehold improvements within the Property the maintenance of which is not assigned to Lessee under this Agreement. Restoration must be to substantially the same condition existing before the casualty. If Lessor fails to complete the portion of the restoration for which Lessor is responsible within ninety days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this Agreement by written notice delivered to Lessor before Lessor completes Lessor's restoration obligations.
- b) If the Property cannot be restored within ninety days, Lessor has an option to restore the Property. If Lessor chooses not to restore, this Agreement will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this Agreement by notifying Lessor within ten days. If Lessee does not terminate this

Agreement, the Agreement will continue, and Lessor will restore the Property as provided above.

- c) To the extent the Property is not leasable after the casualty, the Rent will be forgiven.
- d) If Lessor is obligated to rebuild or chooses to do so, Lessee must promptly rebuild and restore all improvements the maintenance of which are its responsibility under this Agreement, to the extent that insurance coverage will permit or cover. Restoration must be to substantially the same condition existing before the casualty.
- e) As with the insurance requirements, the rebuilding obligations of this paragraph are a bargained-for allocation of risk.

17) CONDEMNATION/SUBSTANTIAL OR PARTIAL TAKING

- a) If the Property cannot be used for the purposes contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement shall immediately terminate.
- b) If there is a condemnation or purchase in lieu of condemnation and this Agreement is not terminated, Lessor will, at Lessor's expense, restore the Property and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c) Lessee will have no claim to the condemnation award or proceeds in lieu of condemnation.

18) HOLDOVER

If Lessee holds over after the termination or expiration of this Agreement, it is a Lessee at sufferance under the terms of this Agreement, except that the Base Rent is ~~200%~~ 110% of what it was immediately before the term ended. The rent will continue for 90 days at the same rate at the time of termination or expiration if El Sol Bakery, Inc. is in good faith attempting to negotiate a new lease.

19) CONTRACTUAL LIEN

- a) To secure the payment of Rent and the full performance of this Agreement by Lessee, Lessee hereby grants Lessor an express first and prior security interest and contract lien on all property (including fixtures, furniture, furnishings, equipment, chattels, merchandise, goods, inventory and all other personal property) that may now or hereafter be placed in the Property and all additions, accessions and replacement thereto, and all proceeds therefrom and also upon all proceeds of any insurance that may accrue to Lessee by reason of destruction of or damage to any such property ("Collateral"). Lessee must not remove the Collateral from the Property without Lessor's written consent until Rent arrearages then due to Lessor are paid in full. Lessee waives all exemption laws in favor of this lien and security interest. Lessor does not waive its statutory lien, and this lien and security interest in cumulative with the statutory lien.
- b) In case of an event of default, Lessor may, in addition to any other remedies, enter the Property and take possession of any and all personal property of Lessee situated on the Property, without liability for trespass or conversion. This lien may be foreclosed with or without court proceedings by public or private sale, provided; Lessor gives Lessee at least 10-days notice of the time and place of sale. Lessor has the right to bid and purchase at the sale. Any sale or disposition of the Collateral made under this section is commercially reasonable if held at the Property or where the Collateral is located; and, if the time, place, and method of sale and a general description of the Collateral to be sold is advertised in a daily newspaper published in the county in which the property is located for five consecutive days before the date of sale. Lessee must inform Lessor as soon as reasonably possible after receiving the notice of sale about any and all prospects of whom Lessee is aware who have any interest in purchasing any of the Collateral. Lessee must further inform Lessor of any marketing or selling activity that Lessee believes will bring a fair sale price for the Collateral, balancing the cost of the activity. Should

Lessee fail to cooperate in offering information to assist in the disposition of the Collateral, Lessee should not be heard to complain about the Lessor's disposition made according to this Agreement.

- c) The proceeds from any disposition of the Collateral, less any and all expenses connected with the taking of possession, holding and selling of the Collateral (including reasonable attorney's fees and other expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus goes to Lessee or as otherwise required by law, and the Lessee must pay any deficiencies forthwith. Contemporaneously with the execution of this Agreement (and if requested hereafter by Lessor), Lessee shall execute and deliver to Lessor Uniform Commercial Code financing statements in sufficient form so that, when properly filed, the security interested will be perfected. If Lessor requests, Lessee must also execute and deliver to Lessor Uniform Commercial Code financing statement change instruments in sufficient form to reflect any proper amendment of, modification in, or extension of the contract lien and security interest hereby granted. A carbon, photographic, or other reproduction of this Agreement is sufficient as a financing statement. In addition to all of its rights Lessor also has all the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Texas. Lessor may execute any financing statement as agent for Lessee so that the document is in proper form to be filed.

20) DEFAULT, REMEDIES FOR DEFAULT

- a) If Lessee permits or fails to prevent any of the following occurrences, it is a Lessee event of default:
 - i) Lessee fails to pay when due any installment of Rent, and such default continues for five days after written notice from Lessor, but Lessee is not entitled to more than one notice of a delinquency in regularly recurring rent installments during any 12-month period. After the first such delinquency, Lessee is in default for failure to pay regularly recurring Rent installments timely even if Lessor does not give notice.
 - ii) Lessee fails to comply with any term, provision or covenant of this Agreement, other than the payment of rental or expenses demanded by Lessor and does not cure such failure within 30 days after written notice thereof to Lessee, or any representation or warranty by Lessee or any guarantor of this Agreement is false or misleading in any material respect when given to Lessor.
 - iii) This Agreement or the Property or any part thereof is taken upon execution or by other process of law directed against Lessee, or is taken upon or subject to any attachment at the instance of any creditor or claimant against Lessee, and the attachment is not to be discharged or disposed of within 30 days after the levy thereof.
 - iv) Lessee or any guarantor of the Agreement files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or voluntarily takes advantage of any such law or act by answer or otherwise, or is dissolved, or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature.
 - v) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Lessee or any guarantor of the Agreement is instituted against Lessee or such guarantor, as the case may be, or a receiver or trustee of all or substantially all of the property of Lessee or any guarantor is appointed, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

- vi) Lessee deserts, vacates or abandons all or any portion of the Property, or ceases to physically occupy any substantial portion of the Property and continuously operate its business on the Property, or fails to commence business operations in the Property on or before the Commencement Date. If Lessee removes or makes preparations to remove its goods, equipment, inventory, and fixtures (other than in the normal course of business) in amounts sufficient to indicate a probable intent to vacate the Property, Lessee's breach is established conclusively.
- vii) Lessee does or permits to be done anything which creates a lien upon the Property which is not removed or re-leased within 30 days of its filing.
- viii) The business operated by Lessee is closed for failure to pay any State sales tax as required or for any other reason, other than repairs, death of the principals of Lessee, or normal business holidays.
- ix) This Agreement or the estate of Lessee hereunder is transferred to, or passes to any other person or party except in a manner permitted herein.
- b) Remedies upon Default. Upon the occurrence of any Lessee event of default, Lessor has the option to pursue anyone or more of the following:
 - i) In addition to, and without limiting any other remedies available to Lessor at law or in equity, immediately terminate this Agreement and all rights of Lessee hereunder. If that event, Lessee must immediately surrender the Property to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy, enter and take possession of the Property or any part thereof and expel or remove Lessee and any other person who may be occupying the Property or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages.
 - ii) Enter upon and take possession of the Property or any part thereof and expel or remove Lessee and any other person who may be occupying said Property or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor without having terminated the Agreement.
 - iii) Enter upon the Property, by force if necessary, without being liable for prosecution or any claim for damages, and do whatever Lessee is obligated to do under the terms of this Agreement. In such case, Lessee must reimburse Lessor on demand for expenses Lessor may incur in thus effecting compliance with Lessee's obligations. Lessor is not liable for any damages resulting to the Lessee from such action.
 - iv) Alter all locks and other security devices at the Property without terminating this Agreement. If Lessor does so:
 - (1) Lessor need not allow Lessee re-entry to the Property or provide Lessee with a new key unless and until Lessee cures any and all defaults under this Agreement,
 - (2) Lessor may refuse to give Lessee a new key unless Lessee increases its security deposit by an amount determined by Lessor,
 - (3) if Lessor does provide Lessee with a key, it will do so only during the Lessor's regular business hours, and
 - (4) Lessee must be obligated to pay Lessor all costs and expenses incurred by Lessor in connection with altering the locks and other security devices.
- c) Lessor's remedies and rights under this Agreement entirely supersede and supplant the provisions of Texas Property Code § 93.002.
- d) Repossession and Alteration of Locks. Lessor's exercise of one or more remedies is not acceptance of Lessee's purported surrender of the Property, whether by agreement or by operation of law. Surrender can occur only by the written agreement of Lessor and Lessee. No such alteration of locks or other security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Property is unauthorized or constitutes conversion. Lessee consents to Lessor's exercise of dominion over Lessee's property within the

Property in case of Lessee's default. Lessee waives (1) all claims for damages by reason of such reentry, repossession, or alteration of locks or other security devices and (2) all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Re-entry by Lessor may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Lessor may elect. Lessor is not liable in trespass or otherwise for such re-entry. Lessor's remedies and rights under this Agreement entirely supersede and supplant the provisions of Texas Property Code § 93.002.

- e) Effect of Termination. If Lessor terminates the Agreement for an event of default, then despite the termination, Lessee is liable for and must pay Lessor, at the Address for Payment of Rent, all Rent accrued to the date of termination.
- f) Effect if No Termination. If Lessor repossesses the Property without terminating the Agreement, then Lessee is liable for and must pay Lessor, at the Address for Payment of Rent, all Rent accrued to the date of repossession, plus Rent due during the remainder of the term until the date of expiration. Lessee's obligation is diminished by any net sums thereafter received by Lessor through reletting the Property (after deducting expenses of reletting). Lessee is liable for the full Rent for the remainder of the Agreement term if the Property is not relet. In no event is Lessee entitled to any excess of any rental obtained by reletting over and above the Rent. Actions to collect amounts due by Lessee to Lessor may be brought at one time or from time to time, on one or more occasions, without the necessity of Lessor's waiting until expiration of the Agreement term. In the alternative, if Lessor relets the Property, Lessor may recover from Lessee (1) the unpaid Rent accrued before Lessee's default, plus (2) the then present value of the amount by which the Rent for the remainder of the term exceeds the rental received from reletting the Property. Present value is computed by allowing interest at 1% in excess of the discount rate of the Federal Reserve Bank of Dallas, Texas. No repossession of the Property by Lessor hereunder is either an acceptance of surrender or an election to terminate this Agreement. Neither does it cause a forfeiture of Rent remaining to be paid during the balance of the Agreement term, unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding Lessor's right to relet and collect the difference in rental values, Lessor may, at any time after default, terminate this Agreement. Lessor will seek to lease the property to a new lessee.
- g) Liability for Costs Incurred. If Lessee defaults, in addition to any other sum required by this Agreement, Lessee must also pay to Lessor, at the Address for Payment of Rent, (1) brokers and management fees incurred by Lessor in connection with reletting the whole or any part of the Property; (2) the costs of removing and storing Lessee's or any other occupant's property, (3) the costs of repairing, altering, remodeling, or otherwise putting the Property into a condition acceptable to a new Lessee or Lessees, (4) all rental concessions as a result of reletting, and (5) any and all other costs, fees, and expenses associated with reletting the Property and all reasonable expenses incurred by Lessor in repossessing the Property and in enforcing or defending Lessor's rights and/or remedies, including reasonable attorney's fees.
- h) Obligation to Reimburse. If Lessee fails to timely make any payment or cure any default, Lessor, without an obligation to do so and without waiving default, may make the payment or remedy the other default for the account of Lessee (and enter the Property for such purposes). Thereupon Lessee must pay upon demand, all costs, expenses, and disbursements (including reasonable attorney's fees) incurred by Lessor in taking the remedial action.
- i) Default by Lessor. If Lessor defaults, Lessee's exclusive remedy is an action for damages (Lessee hereby waiving the benefit of any laws granting it a lien upon the property of Lessor or on rent due Lessor). Lessee is not permitted to withhold Rent. Before filing any such action Lessee must give Lessor 30-days prior written notice specifying the alleged default and giving Lessor opportunity to cure. Unless and until Lessor fails to timely cure a default after written notice,

Lessee has no remedy or cause of action by reason thereof. All obligations of Lessor are covenants, not conditions. Lessor's liability to Lessee for default is limited to actual, direct, but not consequential, damages.

- ii) **LESSEE HEREBY WAIVES ITS STATUTORY LIEN UNDER § 91.004 OF THE TEXAS PROPERTY CODE.**
- j) Payments after Termination. Lessee's payment of money to Lessor after termination or after notice of default (other than a demand for payment of money within any applicable cure period) does not reinstate, continue, or extend the term or affect any notice given to Lessee prior to the payment. After the service a suit or after any final judgment granting Lessor possession of the Property, Lessor may receive and collect any sums due under the terms of this Agreement or may otherwise exercise any of its rights and remedies hereunder. Such payment, whether as rent or otherwise, does not waive any notice or a termination of Lessee's right of possession, or in any manner affect any suit theretofore commenced or judgment previously obtained.
- k) Rights Respecting Personal Property. If Lessor takes possession of the Property under the authority of this Agreement, Lessor may keep in place and use all furniture, fixtures, and equipment at the Property, including that owned by or leased to Lessee at all times before foreclosure thereon by Lessor or repossession thereof by any lessor thereof or lienholder thereon. Lessor may also remove from the Property (without obtaining a distress warrant, writ of sequestration, or other legal process) all or any part of the furniture, fixtures, equipment, and other property and place same in storage anywhere in the county in which the Property are located. In such case, Lessee is liable to Lessor for costs incurred by Lessor in the removal and storage and must indemnify Lessor from all loss, damage, cost, expense, and liability arising from or relating to the removal and storage. Lessor also may relinquish all or any part of the furniture, fixtures, equipment, and other property to any person ("Claimant") who presents to Lessor a copy of any instrument represented to have been executed by Lessee, if the instrument purports to grant Claimant the right under various circumstances to take possession of the property. Lessor need not inquire into the authenticity of the instrument or Lessee's or Lessee's predecessor's signature thereon. Lessor further need not investigate or inquire into the validity of the factual or legal basis on which Claimant purports to act. Lessee indemnifies Lessor from all loss, cost, liability, or expense arising from or relating to Lessor's relinquishment of property to a Claimant. These rights of Lessor are additional to any other rights that Lessor has or may hereafter have at law or in equity. Lessee stipulates that the rights herein granted Lessor is commercially reasonable.
- l) Delinquent Rents and Other Sums. Any amounts owing hereunder not paid within five days after they are due bear a late charge of 10% of such amount due and owing. The late payment charge is liquidated damages for Lessor's administrative inconvenience in dealing with late payments. The damages suffered by Lessor in case of a late payment are not capable of being ascertained precisely, but the foregoing charge is a reasonable and good faith estimate by the parties of the extent of the damage, which is reasonably certain to occur. Receipt of the late payment charge does not void the occurrence of an event of default or eliminate any of Lessor's remedies therefor.
- m) Cumulative Remedies. Each right and remedy provided to Lessor in this Agreement is cumulative to every other right or remedy provided to Lessor by this Agreement or applicable law, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of one or more of the right or remedy does not preclude the simultaneous or later exercise by Lessor of another remedy. All costs incurred by Lessor in collecting any amounts and damages owed by Lessee under this Agreement or to enforce any provision of it, including reasonable attorneys' fees from the date any such matter is turned over to litigation counsel, are also recoverable by Lessor from Lessee.

21. Lessor's Mitigation of Damages

- a) Any duty imposed by law on Lessor to mitigate damages after a default by Lessee under this Agreement will be satisfied in full if Lessor undertakes to enter into a new agreement regarding the Property with another Lessee (a "Substitute Lessee") in accordance with the following criteria:
 - i) Lessor will have no obligation to solicit or entertain negotiations with any other prospective Lessees for the Property until Lessor obtains full and complete possession of the Property including without limitation, the final and unappealable legal right to relet the Property free of any claim of Lessee;
 - ii) Lessor will not be obligated to enter into a new Agreement or show the Property on a priority basis, or offer the Property to a prospective Lessee when other space in the Building suitable for the prospective Lessee's use is (or soon will be) available;
 - iii) Lessor will not be obligated to Agreement the Property to a Substitute Lessee for a Rent less than the current fair market Rent then prevailing for similar uses in comparable buildings in the same market area as the Building, nor will Lessor be obligated to enter into a new Agreement under terms and conditions that are unacceptable to Lessor under Lessor's then current leasing policies for comparable space in the Building.
 - iv) Lessor will not be obligated to enter into an Agreement with a Substitute Lessee whose use would:
 - (1) violate any restriction, covenant, or requirement contained in the Agreement of another Lessee of the Building;
 - (2) adversely affect the reputation of the Building; or
 - (3) be incompatible with other users of the Building.
 - v) Lessor will not be obligated to enter into an Agreement with any proposed Substitute Lessee that does not have, in Lessor's reasonable opinion, sufficient financial resources to operate the Property in a first class manner; and
 - vi) Lessor will not be required to expend any amount of money to alter, remodel, or otherwise make the Property suitable for use by a proposed Substitute Lessee unless:
 - (1) Lessee pays any such sum to Lessor in advance of Lessor's execution of an Agreement with the proposed Substitute Lessee (which payment will not be in lieu of any damages or other sums to which Lessor may be entitled as a result of Lessee's default under this Agreement; or
 - (2) Lessor, in Lessor's reasonable discretion, determines that any such expenditure is financially justified in connection with entering into an Agreement with the prospective Substitute Lessee.

22. Security Deposit

- a) Upon receipt of the Security Deposit of One Thousand and no/100 Dollars (**\$1,000,00**), Lessor may hold it without interest as security for Lessee's performance of its covenants and obligations under this Agreement. The Security Deposit is not an advance payment of Rent or a measure of Lessor's damages in case of Lessee's default. Lessor may co-mingle the Security Deposit with other funds of Lessor. If, at any time during the Agreement, Rent becomes overdue and unpaid, Lessor may, at its option, apply the Security Deposit to the delinquency. If Lessee defaults in any other respect, Lessor may apply the Security Deposit, or so much thereof as shall be necessary, to compensate the Lessor for loss or damage sustained or suffered by Lessor due to Lessee's breach. If Lessor applies some or all the Security Deposit to cure a Lessee breach, Lessee must, on written demand of Lessor, restore the Security Deposit to the original sum deposited, and Lessee's failure to do so within five days after receipt of demand is a default.
- b) If Lessee pays all Rent timely and otherwise complies with this Agreement, Lessor will return the Security Deposit to Lessee at the end of the Agreement. Lessor may deliver the Security Deposit

to any purchaser of Lessor's interest in the Property, and thereupon Lessor is discharged from other liability for the Security Deposit. If Lessor's claims exceed the Security Deposit, Lessee remains liable for the balance of the claims.

23. Lessee's Bankruptcy.

- a) In addition to other available remedies, if Lessee becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar proceeding under the federal bankruptcy laws:
- i) "Adequate protection" of Lessor's interest in the Property pursuant to Sections 361 and 363 (or their successor sections) of the Bankruptcy Code, 11 U.S.C., Paragraph 101, et seq., as* amended from time to time ("Bankruptcy Code"), before assumption or assignment of the Agreement by Lessee include but are not limited to all (or any part) of the following:
 - (1) continued payment by Lessee of all Rent due and owing hereunder and the performance of all other covenants and obligations hereunder by Lessee;
 - (2) hiring security guards to protect the Property if Lessee abandons or ceases operations, the obligation of Lessee only to be effective so long as Lessee remains in possession and control of the Property to the exclusion of Lessor;
 - ii) "Adequate assurance of future performance" by Lessee or any assignee of Lessee pursuant to Bankruptcy Code Section 365 includes (but is not be limited to) payment of an additional/new Security Deposit in the amount of three times the then-current monthly Base Rental and Additional Rent payable hereunder.
 - iii) Any person or entity to which this Agreement is assigned pursuant to the Bankruptcy Code, assumes, without further act or deed, all obligations of Lessee arising under this Agreement on and after the effective date of such assignment. Any such assignee must, on demand by Lessor, execute and deliver to Lessor an instrument confirming the assumption of liability.
 - iv) Despite anything in this Agreement to the contrary, all amounts payable by Lessee to or on behalf of the Lessor under this Agreement, whether or not expressly denominated as "rent", constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code.
 - v) If this Agreement is assigned to any person or entity pursuant to the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Lessor (including Base Rentals and other rent hereunder) remain the exclusive property of Lessor and are not property of Lessee or of the bankruptcy estate of Lessee. Any and all monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor must be held in trust by Lessee or Lessee's bankruptcy estate for the benefit of Lessor and must be promptly paid to Lessor.
 - vi) If Lessee assumes this Agreement and proposes to assign it to a specific assignee on specific terms, Lessee must deliver to Lessor notice of the proposed assignment. The notice must set forth (a) the name and address of the proposed assignee; (b) all terms and conditions of the offer, and (c) the adequate assurance to be provided Lessor to assure the assignee's future performance under the Agreement. Lessee must deliver the notice no later than 20 days after Lessee's receipt of the proposal, but in no event later than 10 days before Lessee applies to a court of competent jurisdiction for authority and approval of the proposed assumption and assignment. Lessor thereupon has the prior right and option to accept the assignment itself on the same terms and conditions and for the same consideration, if any, as Lessee's proposed assignee, less any brokerage commission otherwise payable by the proposed assignee. Lessor must exercise its prior right and option by delivering notice to Lessee not later than 30 days after Lessor's receipt of the notice.
 - vii) To the extent permitted by law, this Agreement is a contract under which applicable law excuses Lessor from accepting performance from (or rendering performance to) any person other than Lessee.

24. WARRANTY DISCLAIMER

- a) **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITATION, THIS AGREEMENT CONTAINS NO EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY IS OR WILL REMAIN SUITABLE FOR LESSEE'S PURPOSES..**
- b) **LESSEE ACKNOWLEDGES IT HAS HAD AMPLE OPPORTUNITY TO PERFORM DUE DILIGENCE REGARDING THE PROPERTY AND ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, AS IS..**

25. Abandoned Property

Lessor may retain, destroy, or dispose of any property left on the Property at the end of the Term.

26. Appropriations

All obligations of the City of Leon Valley under this instrument are funded through the City of Leon Valley General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for this Agreement in an annual City of Leon Valley Budget, the City may terminate this Agreement and have no further liability.

27. Sub-Agreement, Assignment

Lessee cannot assign or sublease this Agreement without Lessor's prior written consent. Lessor's prior written consent will not be refused, except if in good faith and for reasonable cause. Assignments include any transaction in which (A) a material part of Lessee's assets are sold outside the ordinary course of business or (B) a change in the identity of those owning, holding, or controlling the power to vote of 50% of the equity interest in Lessee.

28. Dispute Resolution

- a) Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.
- b) Filing suit on a claim that should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.
- e) Mediation must be conducted in the City of Leon Valley, Bexar County, Texas, or within Bexar County, Texas. ~~if qualified mediator cannot be found within the city limits of Leon Valley.~~
- d) The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.
- e) If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (1) the copy of the contract before the court is authentic and (2) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.
- f) Mediator fees must be borne equally.
- g) The parties must participate in mediation in good faith, and complete mediation prior to filing any complaint or petition in any court or tribunal (1) for either party to seek emergency injunctive relief, or (2) for Lessor to seek forcible entry and detainer relief against Lessee.

29. Applicable Law

- (a) This Agreement is entered into in the City of Leon Valley, Bexar County, State of Texas. It's Construction and the Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas. It is expressly agreed that the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in the City of Leon Valley, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.
- b) *Severability*. If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.
- c) *Successors*. This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.
- d) *Integration*. This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.
- e) This Agreement may be changed only by a written agreement, signed by both parties to this Agreement. Subject to that restriction, any of this Agreement's terms may be modified by either party. Both parties must agree to the modification or modifications.
- f) *Third Party Beneficiaries*. This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.
- g) *Not a Joint Venture*. Nothing herein shall be deemed to establish or create a joint venture relationship between or among any parties.
- h) *Notices*. Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.
- i) *Pronouns*. Plural constructions include the singular, and singular constructions include the plural. Whether a pronoun is masculine, feminine, or neuter does not affect meaning or application of the relevant term. The words "herein," "hereof," and other, similar compounds of the word "here" refer to the entire Agreement, not just to a part of it.
- i) *Captions*. Paragraph captions are for ease of reference only and do not affect the interpretation.
- j) *Counterparts*. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.
- k) *Further Assurances*. The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But no such additional documents can alter the rights or obligations of the parties stated in this agreement.
- l) *Administrative Agreements*. All certificates, memoranda, and modifications of nonmaterial rights and obligations arising under this Agreement may be signed on behalf of Lessor and delivered to Lessee by the Director of Capital Improvements Management Services, without further council action.
- m) *Conflicts Between Numbers Stated Two Ways*. Whenever this Agreement states the same number both as a lump sum and as a calculated number (as, e.g., rent per month or costs per

square foot), if the lump sum conflicts with the calculated number, the calculated number controls.

- n) *Incorporation of Exhibits.* All exhibits to this Agreement are incorporated into it for all purposes as if fully set forth.

30. Public Information

Lessee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City of Leon Valley, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

El Sol Bakery

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Secretary

Approved as to Form:

City Attorney

AN ORDINANCE

AUTHORIZING THE CITY MANAGER TO NEGOTIATE, ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH EL SOL BAKERY, INC. FOR THE KINMAN HOUSE AT 6417 EVERS ROAD, LEON VALLEY, TEXAS

WHEREAS, the City of Leon Valley seeks to provide a diverse and versatile business environment that supports a healthy economy;

WHEREAS, the City of Leon Valley encourages the attraction, expansion and retention of viable businesses to the city;

WHEREAS, the City of Leon Valley promotes economic development and redevelopment of existing commercial properties and vacant properties within its boundaries; and,

WHEREAS, the City of Leon Valley supports the development of property along a major corridor within Leon Valley;

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

1. That the City Manager be authorized to negotiate, enter into and execute a Lease Agreement with El Sol Bakery, Inc. for the Kinman House located at 6417 Evers Road.
2. The Lease Agreement is hereby effective as of the date of adoption of this ordinance and the compliance by the lessee of all conditions imposed by the City Council.

PASSED and APPROVED this the 9th Day of July 2013.

ATTEST:

Mayor Chris Riley

Janie Willman, City Secretary

APPROVED AS TO FORM:

City Attorney's Office
Denton, Navarro, Rocha and Bernal, P.C.



Kinman House Lease Agreement

City of Leon Valley City Council

July 9, 2013



Purpose

- Authorize the City Manager to negotiate, enter into and execute a lease agreement for the Kinman House at 6417 Evers Road.
- Lease agreement between City of Leon Valley and El Sol Bakery, Inc.



Background

- Working with El Sol Bakery, Inc. to locate bakery to Leon Valley at Kinman House.
- Improvements to be to the Kinman House by El Sol Bakery.



Basic Terms of the Agreement

- Property to be rented is Kinman House, detached garage and 15 parking spaces.
- Base Rent is proposed at \$1,500.
- Term of lease is for 5 years from July 15, 2013 to July 15, 2018.



Status of Lease Agreement

- Agreement negotiation is almost complete.
- Two (2) outstanding issues; expect immediate resolution.
 - Indemnity
 - Insurance



Recommendation

- Staff recommends approval for authorizing the City Manager to negotiate, enter into and execute a lease agreement with El Sol Bakery, Inc. for the lease of the Kinman House.



Kinman House Lease Agreement

City of Leon Valley City Council

July 9, 2013

Agenda Item 9

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013

M&C # 07-07-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER APPROVAL OF WAIVER FOR DEVELOPMENT FEES FOR REMODELING OF THE KINMAN HOUSE AT 6417 EVERS ROAD FOR USE AS A BAKERY AND BISTRO BY EL SOL BAKERY, INC.

PURPOSE

This agenda item is intended to provide information to the Mayor and City Council regarding the waiver of development fees for the El Sol Bakery project as an economic development incentive.

The fees requested to be waived:

\$1,125.00	Building
\$ 412.50	Food Establishment License
\$ 250.00	Electric
\$ 75.00	Heating and Air Conditioning
\$ 110.00	Plumbing / Sewer
\$ 350.00	Signs
\$ 58.00	Gas
<u>\$2,380.50</u>	TOTAL

The calculation for the fees is shown in the attachment.

FISCAL IMPACT

The fees calculated are \$2,380.50. The fiscal impact is dependent on the City Council's action on this request.

RECOMMENDATION

City Staff recommends approval of waving the aforementioned development fees for the El Sol Bakery project.

S.E.E. IMPACT STATEMENT

Social Equity – The project will help promote a superior quality of life through healthy and gourmet food products.

Economic Development – The project will provide a diverse and versatile business environment that supports a healthy economy by attracting viable businesses.

Environmental Stewardship – The project is a food establishment and a clean business.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

CITY OF LEON VALLEY

Economic Development Incentives - Fee Waiver

El Sol Bakery, Inc.

July 2013

PERMIT	FEE	DESCRIPTION / EXPLANATION
Building	\$ 1,125.00	Based on project value of \$150,000; \$650 for project value over \$100,000; \$650 for first \$100K plus \$5 for each additional \$1K or \$250, multiplied by 25% (\$225) and added together: 650 +250 + 225 = 1,125
Food Establishment License	\$ 412.50	Based on business operated by more than 6 and not more than 10 persons; application supplemental information showed 5 full-time and 3 part-time positions; \$100 initial operating fee
Electric	\$ 250.00	Based on base permit fee of \$45 plus estimates on fixtures, wiring, outlets, ceiling fans, exhaust fans, etc. that may be needed.
Heating and Air Conditioning	\$ 75.00	Based on base permit fee of \$45 plus estimates on refrigeration, air conditioning, heating, ventilation, and duct work or coil units
Plumbing / Sewer	\$ 110.00	Based on base permit fee of \$45 plus estimates on various kitchen and restroom sink, commodes, dishwasher, drains, waste, traps, etc. which may be needed; and sewer fee of \$45
Signs	\$ 350.00	Assumes 2 temporary signs at \$75 each, 1 free-standing electrical sign at \$100, 1 additional sign at \$100
Gas	\$ 58.00	Based on base fee plus connections
TOTAL	\$ 2,380.50	

NOTE:

Certificate of Occupancy (C of O) is part of the Building Permit Fee.

These fees do not take into consideration re-inspection fees.

AN ORDINANCE

AUTHORIZING THE WAIVING OF DEVELOPMENT FEES FOR REMODELING OF THE KINMAN HOUSE AT 6417 EVERS ROAD, LEON VALLEY, TEXAS

WHEREAS, the City of Leon Valley seeks to provide a diverse and versatile business environment that supports a healthy economy;

WHEREAS, the City of Leon Valley encourages the attraction, expansion and retention of viable businesses to the city;

WHEREAS, the City of Leon Valley promotes economic development and redevelopment of existing commercial and vacant properties within its boundaries;

WHEREAS, the City of Leon Valley supports the development of property along a major corridor within Leon Valley; and

WHEREAS, the City of Leon Valley seeks to offer incentives to help attract, expand and retain businesses;

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

1. That the development fees associated with the remodeling of the Kinman House located at 6417 Evers Road for the El Sol Bakery project be waived up to \$2,380.50.

PASSED and APPROVED this the 9th Day of July 2013.

Mayor Chris Riley

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

City Attorney's Office
Denton, Navarro, Rocha and Bernal, P.C.



El Sol Bakery Project and Kinman House Fee Waiver

**City of Leon Valley City Council
July 9, 2013**



Purpose

- Approve the waiver of development fees associated with the remodeling of the Kinman House for use as a bakery and bistro by El Sol Bakery, Inc.



Background

- Working with El Sol Bakery, Inc. to locate bakery to Leon Valley at Kinman House.
- Waiver of fees is a standard development incentive used to spur economic development.
- Improvements to be to the Kinman House by El Sol Bakery.
- Improvements estimated to be \$150,000.



Proposed Improvements

- Remove walls to have an open area for customer seating.
- Remove front restroom.
- Create employee restroom.
- Reinforce kitchen area floor.
- Electrical and plumbing work for commercial use.
- Modify use of garage for food storage.



Proposed Fees to be Waived

• Building	\$1,125.00
• Food Establishment License	\$ 412.50
• Electric	\$ 250.00
• Heating & Air Conditioning	\$ 75.00
• Plumbing / Sewer	\$ 110.00
• Signs	\$ 350.00
• Gas	<u>\$ 58.00</u>
TOTAL	\$ 2,380.50



Recommendation

- Staff recommends approval of the waiver of development fees associated with the remodeling of the Kinman House for use as a bakery and bistro by El Sol Bakery, Inc.



El Sol Bakery Project and Kinman House Fee Waiver

**City of Leon Valley City Council
July 9, 2013**

MAYOR AND COUNCIL COMMUNICATION

DATE: July 9, 2013

M&C: # 07-08-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER ACTION WITH ATTACHED RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LEON VALLEY, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INSTALLATION AND CONSTRUCTION OF TWO GATEWAY MONUMENT SIGNS ON STATE HIGHWAY 16 (BANDERA ROAD)

PURPOSE

The purpose of this action is to move forward with the application to the Texas Department of Transportation (TxDOT) for permitting which would allow for two (2) monument signs to be placed in the median at Bandera and Seneca and Bandera and Eckhert Road.

TxDOT requires a signed and approved Resolution as well as an Interlocal Agreement for monument installation to be submitted as part of the final plan submittal.

*****Please note that it is understood that the City logo is still pending – therefore the TxDOT will not be submitted until this matter is resolved in full. Approval of the attached paperwork simply better prepares us to submit the TxDOT application when everything is ready without further delay.*****

FISCAL IMPACT

The monuments are estimated to cost \$417,000.

RECOMMENDATION

Staff recommends approval of this item with attached Resolution.

S.E.E IMPACT STATEMENT

Social Equity – The City strives to provide superb infrastructure and encourage collaborative participation by residents, businesses and stakeholders and the sense of identity that the monuments creates promotes this.

Environmental Stewardship – All plantings and landscape materials will be both environmentally friendly and drought tolerant.

Economic Development – The monuments serve as identification for the City and promote City pride and establish a professional image of the City that can be used to package and market the City to potential developers and businesses.

APPROVED: _____

DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

Interlocal Agreement

Contract Services Transmittal Form

From: (District/Division/Office)	Contact Person: Phone No.:
Subject:	
Other Entity	Contract Maximum Amount Payable
Are any federal funds used in this contract?	
Is the other party to this contract a county? Yes _____ No _____ Does this contract involve the construction, improvement, or repair of a building or road? Yes _____ No _____ If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No _____ If modified, date of Contract Services approval: _____ Modifications made are as follows:	

**GATEWAY MONUMENT
AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the _____ of _____, acting through its duly authorized officials, as evidenced by Resolution or Ordinance Number _____, dated _____, hereinafter called the "Local Entity".

BACKGROUND

The State owns and maintains a system of highways, including _____ in _____ County, Texas, for public use and benefit. The State agrees to allow for the construction of a Gateway Monument within the State's right of way and the Local Entity agrees to construct the Monument and to conduct the long term maintenance for this structure located at _____ from _____ to _____, referred to as the "Gateway Monument," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Local Entity will conduct the Monument's long term maintenance activities through the use of Local Entity forces, contractors, or other means satisfactory to the Local Entity and the State.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

A G R E E M E N T

SECTION 1. PERIOD OF THE AGREEMENT

This Agreement becomes effective when finally executed by the State and shall continue unless or until otherwise terminated as provided by this agreement.

SECTION 2. FINANCIAL RESPONSIBILITIES

All costs covered by this agreement including design, engineering, testing, construction, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Gateway Monument, shall be the responsibility of the Local Entity.

Any administrative costs associated with the Gateway Monument that are incurred by the State, such as those related to proposal review, as well as developing, issuing, and monitoring the Agreement for approved the Gateway Monument project shall be the responsibility of the State.

SECTION 3. RESPONSIBILITY OF THE PARTIES

A. The Local Entity agrees to:

1. Provide Gateway Monument design plans to the State before execution of this agreement according to TxDOT policy and, upon final approval, furnish and construct the Gateway Monument according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Local Entity's Final Gateway Monument Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic handling devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Gateway Monument as deemed necessary; and
4. Provide for the construction and maintenance of all associated appurtenances that are considered by the State to be a part of the project. The Local Entity further agrees to remove such items from the project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Gateway Monument proposal submitted by the Local Entity with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other TxDOT Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Local Entity to determine the requirements for barricades, signs, and traffic handling devices to be used by the Local Entity during the construction and maintenance of the Gateway Monument; and

4. Provide maintenance access to the project location for the Local Entity or for its Contractor or group, and if possible, from outside the highway right of way; and
5. Conduct periodic inspections of the Gateway Monument as deemed necessary.

C. The Local Entity and State further agree that nothing contained in this Agreement will be construed to:

1. Give either party the power to direct and control the day-to-day activities of the other; or
2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or
3. Allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

SECTION 4. DESIGN AND PLACEMENT OF GATEWAY MONUMENTS

A. Gateway Monuments shall be designed and placed so as to:

1. Be freestanding.
2. Feature only the letters of the community name and/or officially adopted seal.
3. Include, if required by TxDOT, approved protective graffiti coatings.
4. Be appropriate to its proposed setting and community context.
5. Be in proper size and scale with its surroundings.
6. Be composed of materials that are durable for the projected life span of the project.
7. Be located beyond the clear zone, for both main lane traffic and frontage road traffic.
8. Be located where maintenance can be safely performed, as specified in the Gateway Monument Agreement, and in conformance with TxDOT procedures.
9. Be subject to the review and approval of TxDOT in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Gateway Monuments shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort, advertising, decorative banners, flags, or flag poles.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Interfere with airspace above the roadway.
6. Create a distraction to the motoring public; for example, the Gateway Monument shall be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
7. Include reflective or glaring surface finishes.
8. Include illumination that impairs or distracts the vision of transportation system users. Other lighting may be permitted.
9. Display blinking or intermittent or moving lights, including changeable message signs, digital displays, or lighted static displays such as LED.
10. Include moving elements (kinetic art) or simulate movement.
11. Include water features of any sort.
12. Interfere with official traffic control devices, nor interfere with the operational right-of-way above the roadway.
13. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
14. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.

15. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
16. Negatively impact existing highway features, including existing signs, irrigation systems, necessary drainage patterns, and facilities.

SECTION 5. MAINTENANCE

The Local Entity shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Local Entity's Final Gateway Monument Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Gateway Monument, maintenance of any associated landscaping or lighting, and graffiti removal. Gateway Monuments shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current TxDOT policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti. Maintenance practices of the Local Entity or its agent shall protect air and water quality as required by federal and state law.

SECTION 6. MONUMENT REMOVAL

The Local Entity shall remove the Gateway Monument covered by this agreement, if in the opinion of TxDOT, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of the main Gateway Monument Agreement. TxDOT will notify the Local Entity when it has determined that the Gateway Monument requires special attention. In the event the Local Entity fails to maintain, repair, rehabilitate, or remove the Gateway Monument in a timely manner, TxDOT may choose to remove the Gateway Monument after thirty (30) days following notification to the Local Entity, and bill the Local Entity for all costs of removal and restoration of the area.

TxDOT reserves the right to remove the Gateway Monument due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Local Entity. TxDOT will strive to notify the Local Entity of its intent to remove the Gateway Monument to allow for timely removal and salvage by the Local Entity, if possible.

TxDOT reserves the right to remove or alter any Gateway Monument that presents an immediate safety hazard to the public without delay or advanced notification to the Local Entity.

SECTION 7. USE OF CONTRACTOR OR GROUP

The Local Entity shall have the right to engage any responsible Contractor or group to perform or provide any portion of the Local Entity's Gateway Monument

activities specified in this Agreement. However, notwithstanding this provision, the Local Entity shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Local Entity shall ensure that any Contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Local Entity engages a Contractor to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall ensure that said Contractor shall indemnify the State for any and all damages and claims for damages by said Contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of, incident to, or in any manner connected to Gateway Monument construction or maintenance activities, and, for any or all liability arising from the negligent acts of said Contractor, its employees, agents, or representatives.

In the event the Local Entity engages and approves a responsible group to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall require and ensure that said Contractor or group follow all the terms of this Agreement as well as all Attachments.

SECTION 8. INDEMNIFICATION

- A. The Local Entity and the State each acknowledge responsibility for the acts, deeds, errors and omissions of its own employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement.

- B. The Local Entity shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Entity, its agents, or its employees.

SECTION 9. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or

- B. By either party upon giving the other party thirty (30) days prior written notice; or

- C. By the State, in the event the State determines that the Gateway Monument is not in the best interest of the traveling public.

If either party terminates this Agreement, as provided herein, the Local Entity will be responsible for repair or removal of the Gateway Monument. In the event that the Local Entity does not provide the repair or removal services, the State may remove or repair the Gateway Monument and shall be entitled to reimbursement from the Local Entity for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

SECTION 10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be executed by both parties.

SECTION 11. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

SECTION 12. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 7, the Local Entity shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

SECTION 13. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

SECTION 14. INSURANCE

If this agreement authorizes the Local Entity or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

SECTION 15. NOTICES

All notices to either party by the other under this Agreement shall be delivered personally or sent by U.S. mail, postage prepaid, addressed to such party at the following addresses:

<p>STATE : Texas Department of Transportation District Engineer (mailing address) _____ _____ _____, Texas _____</p>	<p>LOCAL ENTITY: City of _____ Attn: _____ _____ _____</p>
--	---

SECTION 16. GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts, or favors from any person doing business or who reasonably speaking may do business with the State under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this Agreement may not make any offer of benefits, gifts or favors to State employees, except as mentioned here above. Failure on the part of the Local Entity to adhere to this policy may result in the termination of this Agreement.

SECTION 17. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

SECTION 18. INCORPORATION OF PROVISIONS

Attachments "A" and "B" are made part of this contract. The parties shall comply with the provisions of Attachments "A" and "B" as if they were set forth in full within the body of this contract.

THEREFORE, the Parties have executed this Agreement in duplicate originals.

THE CITY OF _____

THE STATE OF TEXAS

By: _____

Title: _____

Date: _____

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by The Texas Transportation Commission

Attest: _____

City Clerk

By: _____

District Engineer

_____ District

Date: _____

Approved as to form:

City Attorney

List of Attachments:

“A” – Project Map for Gateway Monument

“B” - Local Entity’s Final Gateway Monument Proposal

RES. NO. _____

A RESOLUTION

RESOLVING THAT THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS, HEREBY AUTHORIZES THE CITY MANAGER OF THE CITY OF LEON VALLEY, TEXAS TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF LEON VALLEY FOR THE INSTALLATION AND CONSTRUCTION OF TWO GATEWAY MONUMENT SIGNS ON STATE HIGHWAY 16 (BANDERA ROAD).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS.

SECTION 1: The City Manager of the City of Leon Valley, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Leon Valley, Texas, an Interlocal Agreement by and between the Texas Department of Transportation and the City of Leon Valley, Texas for the installation of two Gateway Monument signs on State Highway 16 (Bandera Road) in the median at Bandera Road and Seneca Drive, and at Bandera Road and Eckhert Road.

SECTION 2: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND RESOLVED by the City Council of the City of Leon Valley, Texas this 9th day of July, 2013.

Mayor Chris Riley

ATTEST:

Janie Willman, City Secretary

City of Leon Valley

Bandera Road Beautification



Overview of Gateway Features along Bandera Rd.

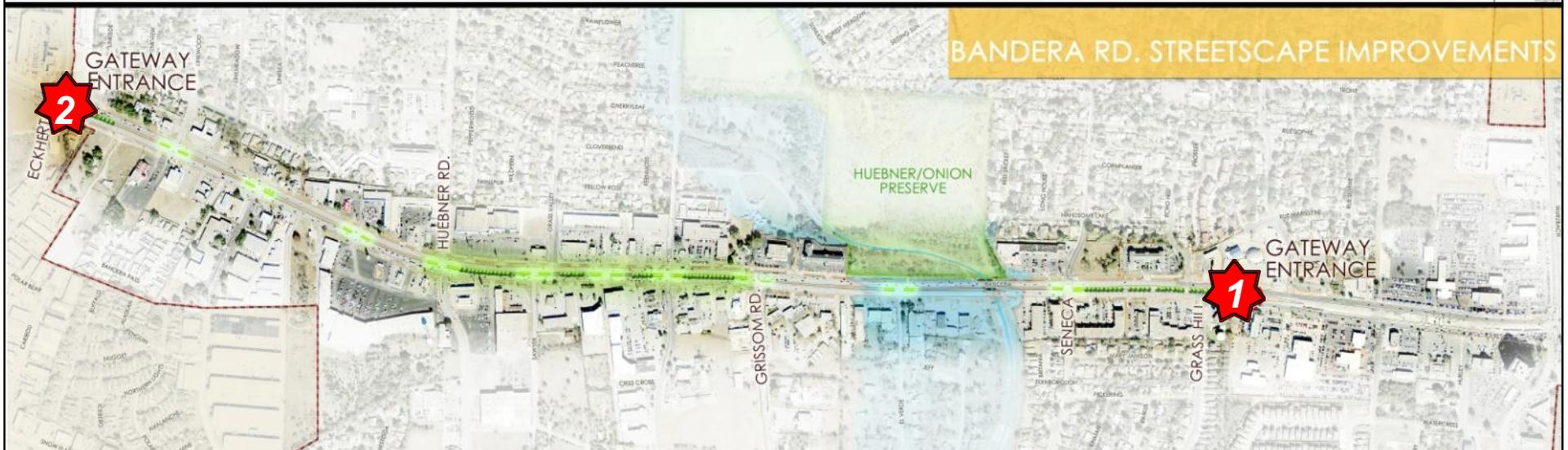
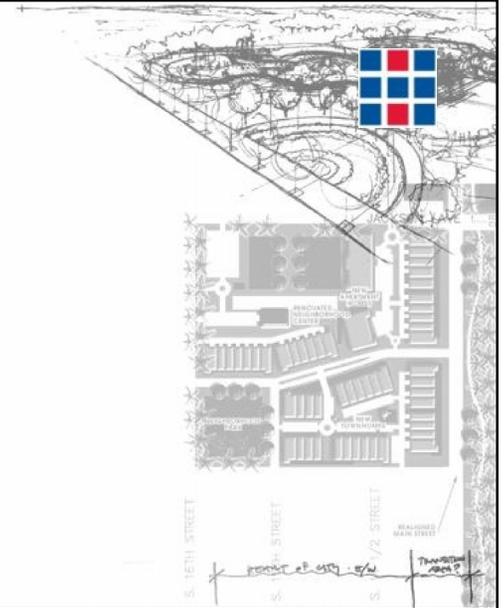
July 7, 2013



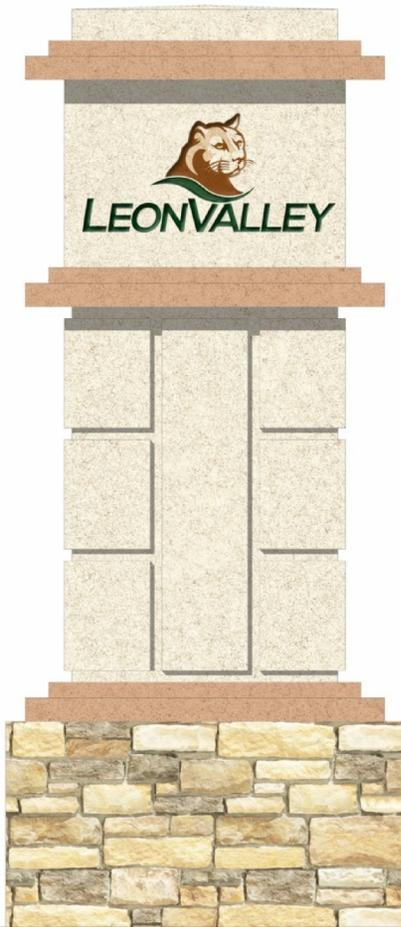
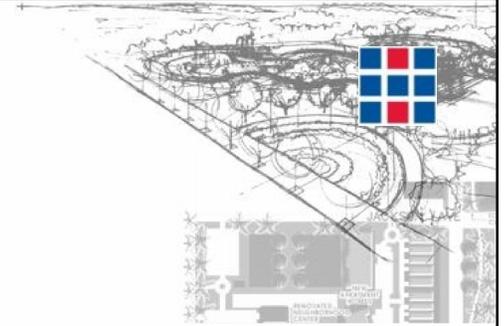
Gateway Design - Gateway Location

Potential Gateway Locations

1. Create a Major Gateway Entrance zone at Loop 410 fly-over ramp connection(Grass Hill Rd.)
2. Create a Leon Valley City Entrance Feature at Eckherz Rd.



Gateway Design - Gateway Monument Feature



FRONT ELEVATION



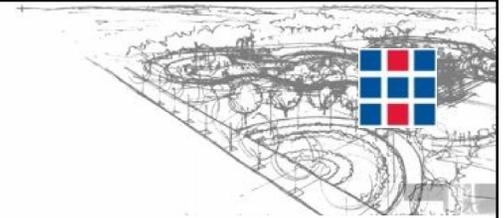
SIDE ELEVATION



PERSPECTIVE

GATEWAY MONUMENT FEATURE

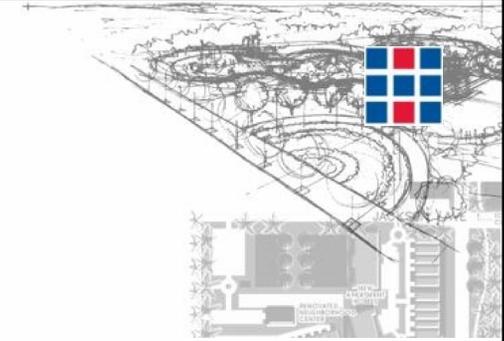
Gateway Design - Materials



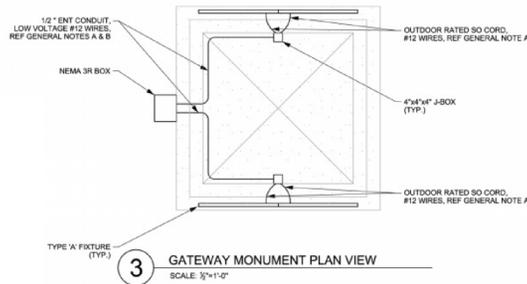
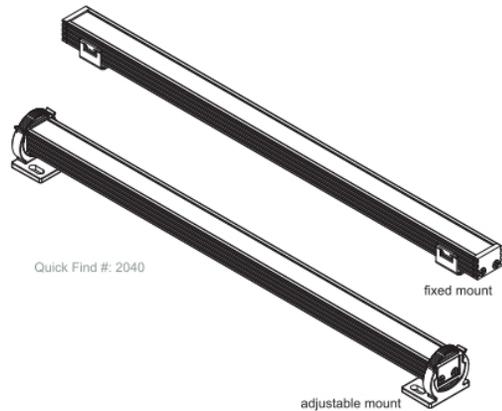
MATERIALS



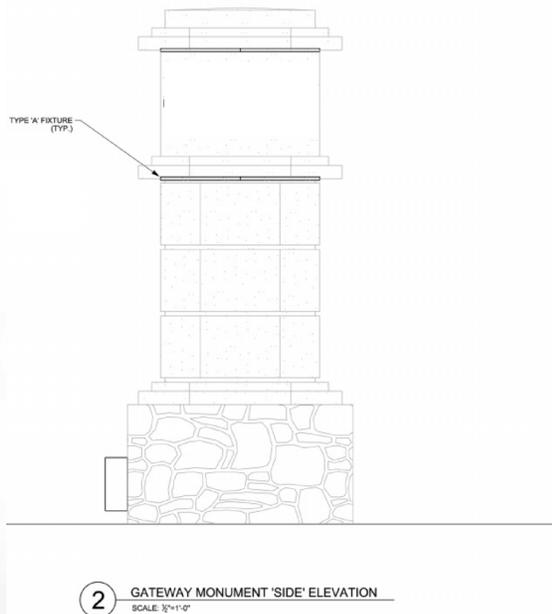
Gateway Design - Lighting (subject to TxDOT approval)



LED surface lighting

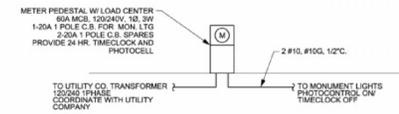


LED Flood – Up lighting

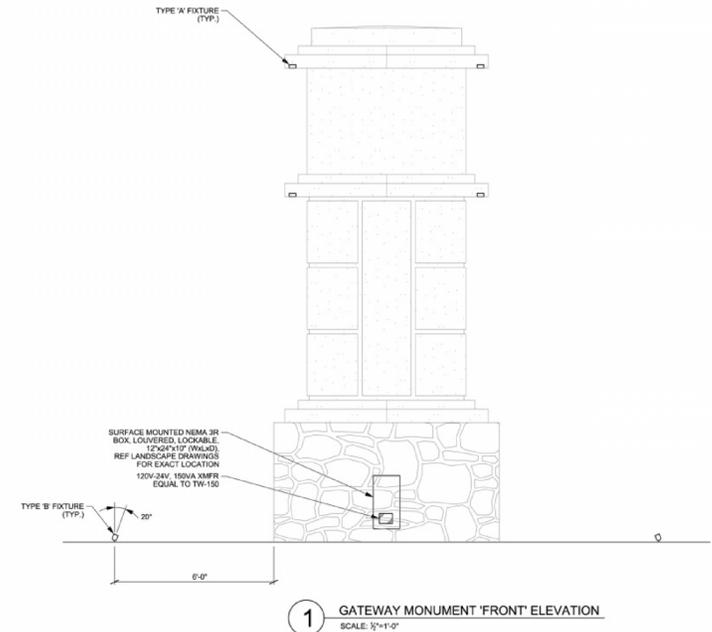


FIXTURES				
FIXTURE TYPE	MODEL	LENGTH	QTY.	DESCRIPTION
A	WINDON LIGHTING #WNL-100W-46-20-27K-ND24-A-SGB-X-STD	6 FT	8	SMALL SCALE, LOW PROFILE LINEAR LED LUMINAIRE, 35 DEGREE BEAM SPREAD, ADJUSTABLE MOUNT - 180 CLAS, 157° AIMING OF FIXTURE (APPROX 3 DEGREES OFF CENTER) TO ILLUMINATE MONUMENT WALL.
B	WINDON LIGHTING REF: L70-45-27K-12-27V-A5-SGB-MOD-GV2-SGB	-	4	LED FLOOD LIGHT, 40° DISTRIBUTION, BASE MOUNT, PHOTOCELL GLARE GUARD.

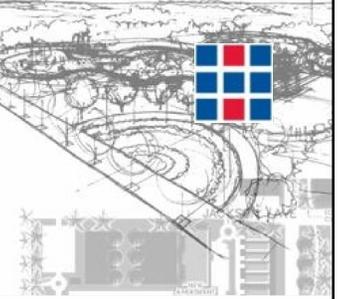
- GENERAL NOTES**
- A. REFER TO MANUFACTURER'S DRAWINGS FOR LIGHT FIXTURE CONNECTIONS.
 - B. CONTRACTOR MAY USE 90 CORD IN LIEU OF 1/2" ENT CONDUIT WIRES IN 1/2" ENT CONDUIT ROUTED IN MONUMENT.



4 TYPICAL ELECTRIC RISER
NO SCALE

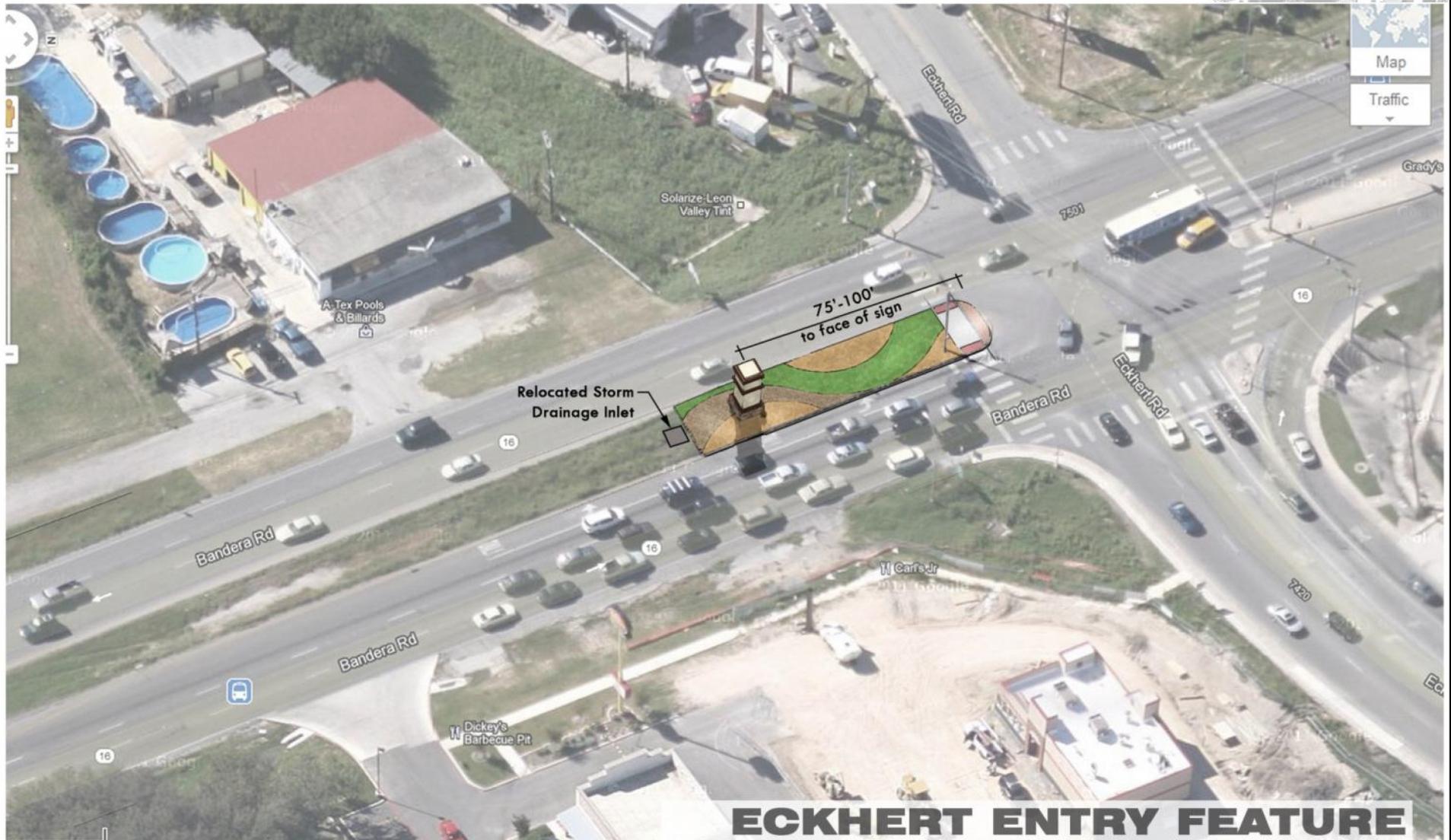
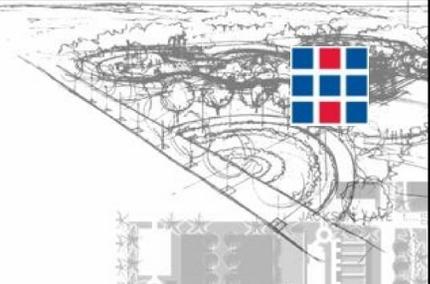


Bandera Rd. Gateway Feature @ Grass Hill and IH-410



GRASS HILL ENTRY FEATURE

Potential Bandera Rd. Gateway Feature @ Eckhert Rd.

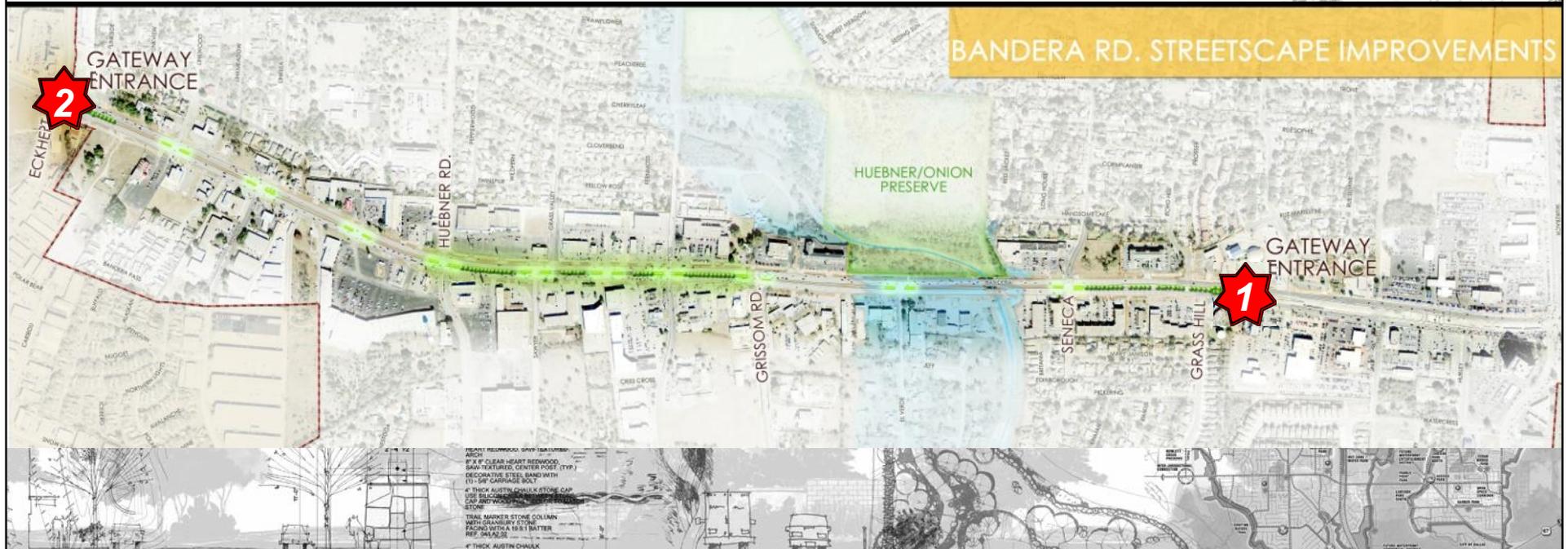
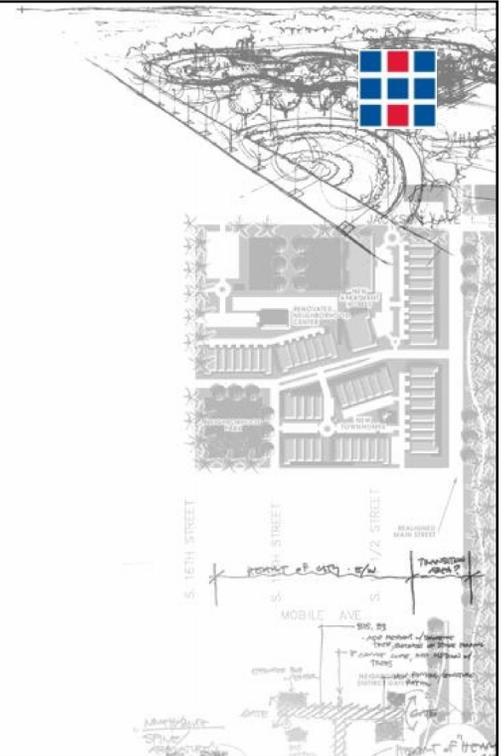


ECKHERT ENTRY FEATURE



Bandera Rd. Gateway Design- Next Steps

1. Construction plans and documents completed
2. Submit Interlocal Gateway Monument Agreement for Final TxDOT approval prior to Gateway Construction
3. Project Construction Phase



Agenda Item 11

MAYOR AND COUNCIL COMMUNICATION

**DATE: July 9, 2013
M&C # 07-09-13**

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDER ACTION ON A RESOLUTION ESTABLISHING THE CITY'S INTENT TO CREATE A CRIME CONTROL AND PREVENTION DISTRICT, AS AUTHORIZED BY CHAPTER 363, LOCAL GOVERNMENT CODE

PURPOSE

City Attorney Charlie Zech made a presentation to the City Council at its June 18, 2013 Regular City Council Meeting regarding the requirements for creating a Crime Control and Prevention District as authorized by Chapter 363 of the Local Government Code.

The City Manager committed to bringing the information back to the City Council at its next meeting.

This agenda item will allow the City Council to consider a resolution proposing the creation of the City of Leon Valley's Crime Control and Prevention District dedicated to crime reduction programs for the benefit of the City of Leon Valley, Texas.

Adopting the resolution will allow the timeline of dates to begin by which actions must be taken to meet the statutory deadline for the next uniform election date of November 5, 2013, to allow the City's qualified voters to vote for or against the creation of the District.

Once the timeline is set in place, the procedural activities can begin in a concurrent manner.

FISCAL IMPACT

Funding for a special election has been factored into the Fiscal Year 2014 Budget Cycle and City Manager's Proposed Budget.

S.E.E. IMPACT

Social Equity – To ensure a superior quality of life by providing outstanding public safety services in accordance with the City's Vision Statement

Economic Development – Cities that promote superior public safety services attract and retain quality Economic Development initiatives and businesses

Environmental Stewardship – Not applicable

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

RESOLUTION _____

A RESOLUTION PROPOSING THE CREATION OF THE CITY OF LEON VALLEY CRIME CONTROL AND PREVENTION DISTRICT DEDICATED TO CRIME REDUCTION PROGRAMS FOR THE BENEFIT OF THE CITY OF LEON VALLEY, TEXAS

WHEREAS, The City of Leon Valley is a municipality that is wholly located in Bexar County, a county with a population of more than 5,000 and is, therefore, authorized to propose the creation of a municipal crime control and prevention district pursuant to Chapter 363 of the Local Government Code; and

WHEREAS, the City Council has considered the needs of the City and has determined that the creation of a crime control and prevention district is necessary and would aid the City in planning for and addressing the City's needs with respect to crime control and prevention; and

WHEREAS, the City Council finds that it is necessary that the District shall be composed of the entire territory of the City of Leon Valley.

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

1. The City Council hereby proposes the creation of a municipal crime control and prevention district for which the name upon creation shall be the Leon Valley Crime Control and Prevention District (hereafter "District").
2. The District shall be composed of all of the territory that is governed by the City of Leon Valley.
3. The District shall be dedicated to crime reduction programs to protect the health, safety and welfare of the City.
4. The creation of the District shall occur upon the approval of the majority of the qualified voters of the proposed District voting at an election called and held for this purpose.

APPROVED this, the 9th day of July, 2013 by the City Council of the City of Leon Valley.

CITY OF LEON VALLEY

Mayor Chris Riley

ATTEST:

City Secretary Janie Willman

Intent to Create Crime Control & Prevention District

Item #: 11
July 9, 2013
City Council Meeting

Purpose/Background

- A goal for 2013-2014 set by City Council is to Establish a Crime Prevention District using the remaining 1/8 cent sales tax
- City Attorney provided detailed briefing at the June 18th City Council meeting that outlined the process and procedure required to Create the District
- This Resolution is the 1st step in the process and specifies the City's Intent to Create a Crime District

Procedure to Create District

- Resolution to Specify City's Intent
- Appoint 7-Member Temporary Board
 - City Attorney has ruled that City Council can be designated as Temporary Board Plus One other Leon Valley Resident
- Temporary Board must organize within 75 Days of Intent to Create
- Budget & Crime Control is Developed
- Temporary Board calls the Election
- Election is Held (Tuesday, November 5, 2013)
- If voters approve, Permanent Board is Created for Administration of the Crime District
 - City Council can be designated as the permanent board
- If approved, Revenue from 1/8 sales tax starts in April 2014

Action Item

- The Resolution proposes the creation of a municipal crime control and prevention district
 - Upon creation—name will be the Leon Valley Crime Control and Prevention District
 - Covers all territory within the City of Leon Valley
 - Dedicated to crime control programs
 - Shall occur upon approval of the majority of qualified voters at a called election for this purpose
- City Staff Recommends Approval of this Resolution

Agenda Item 12

MAYOR AND COUNCIL COMMUNICATION

**DATE: July 9, 2013
M&C # 07-10-13**

TO: MAYOR AND CITY COUNCIL

**SUBJECT: CONSIDER ACTION ON A RESOLUTION APPOINTING A
TEMPORARY BOARD OF DIRECTORS FOR A CRIME CONTROL AND
PREVENTION DISTRICT, AS AUTHORIZED BY CHAPTER 363,
LOCAL GOVERNMENT CODE**

PURPOSE

City Attorney Charlie Zech made a presentation to the City Council at its June 18, 2013 Regular City Council Meeting regarding the requirements for creating a Crime Control and Prevention District as authorized by Chapter 363 of the Local Government Code.

The City Council with its anticipated adoption of a Resolution Proposing the Creation of the City of Leon Valley Crime Control and Prevention District Dedicated to Crime Reduction Programs for the Benefit of the City of Leon Valley, Texas, labeled Agenda Item 12, will undertake the Consideration of a resolution appointing a Temporary Board of Directors.

The Resolution Proposing the Creation of Temporary Board of Directors of the Proposed Crime Control and Prevention District designates the entire membership of the City Council and also appoints an individual to be named in the Resolution at the direction of the City Council to serve as a temporary director along with the members of the City Council.

Adopting the resolution will allow the timeline of dates to begin by which actions must be taken to meet the statutory deadline for the next uniform election date of November 5, 2013, to allow the City's qualified voters to vote for or against the creation of the District.

FISCAL IMPACT

Funding for a special election has been factored into the Fiscal Year 2014 Budget Cycle and City Manager's Proposed Budget.

S.E.E. IMPACT

Social Equity – To ensure a superior quality of life by providing outstanding public safety services in accordance with the City's Vision Statement

Economic Development – Cities that promote superior public safety services attract and retain quality Economic Development initiatives and businesses

Environmental Stewardship – Not applicable

APPROVED: _____ DISAPPROVED: _____
APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF LEON VALLEY, TEXAS APPOINTING SEVEN PERSONS TO SERVE AS TEMPORARY DIRECTORS OF THE PROPOSED CRIME CONTROL AND PREVENTION DISTRICT

WHEREAS, The City Council of the City of Leon Valley has proposed the creation of a municipal crime control and prevention district dedicated to crime reduction programs within the City of Leon Valley; and

WHEREAS, Pursuant to section 363.052 of the Local Government Code, the City Council is authorized to appoint seven persons who reside in the proposed district to serve as temporary directors of the district.

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

1. There is hereby created a Temporary Board of Directors which shall organize as required by law to govern the proposed district until a permanent Board of Directors is appointed if the creation of the district is approved at an election held for this purpose.
2. The City Council hereby appoints the entire membership of the City Council to serve as the Temporary Board of Directors for the proposed district.
3. In addition to the membership of the City Council who has been appointed under section 2 herein, the City Council also appoints _____ to serve as a temporary director along with the members of the City Council.
4. The Temporary Board of Directors shall organize within 75 days from the date this resolution is passed.
5. The Temporary Board of Directors shall elect among their membership a director to serve as presiding officer of the Board not later than 15 days from the date they are appointed.
6. The Temporary Board shall formulate and approve a two-year crime control plan and a two-year budget plan for the proposed district.
7. If a crime control and prevention district is not created before the fifth anniversary of the date the district is proposed under this resolution, the Temporary Board shall be dissolved on that date.

APPROVED this, the 9th day of July, 2013 by the City Council of the City of Leon Valley.

CITY OF LEON VALLEY

Mayor Chris Riley

ATTEST:

City Secretary Janie Willman

**Establishment of a Temporary
Board of Directors
for the
Crime Control & Prevention
District**

**Item #: 12
July 9, 2013
City Council Meeting**

Purpose

- State Law governing creation of Crime Control Districts requires Establishment of a Temporary Board of Directors
- Resolution appoints 7-Persons to serve as Temporary Directors of the Proposed Crime District
 - Responsibility is to organize Crime District & Govern until a permanent Board is appointed (after election)

Specific Action Items

- Appoints the entire membership of the City Council to serve as Temporary Directors
 - Also appoints an additional person (at time of posting-this individual has not been determined) to serve as the 7th member of the board
- Temporary Board will organize within 75 Days
- Appoint the presiding officer of the Temporary Board
 - **To do this, we have posted a meeting of the Temporary Board of Directors of the Proposed Leon Valley Crime Control & Prevention District**
 - **To convene after the regular City Council meeting adjourns**
- Formulate and approve two-year crime control plan and two-year budget
- If the permanent board is not created before fifth anniversary, the Temporary Board is dissolved on that date
- Staff Recommends approval of this Resolution



TEXAS MUNICIPAL LEAGUE

7/2/13
or

President **John Monaco**, Mayor, Mesquite
Executive Director **Bennett Sandlin**

June 21, 2013

MEMORANDUM

TO: TML Member Cities
TML Regional Officers
TML Affiliate Presidents

FROM: Bennett Sandlin, Executive Director

SUBJECT: Resolutions for the 2013 TML Annual Conference

In order to facilitate the development of policy, the TML Constitution provides a resolutions process that allows input from TML member cities, regions, and affiliates. It is through this process that issues most important to the cities of Texas are identified and decisions are made regarding the allocation of the League's legislative and administrative resources.

The TML Constitution states that resolutions for consideration at the Annual Conference must be submitted to the TML headquarters 45 calendar days prior to the first day of the Annual Conference. For 2013, this provision means that resolutions from any member city, TML region, or TML affiliate must arrive at the TML headquarters no later than **August 26, 2013**.

The TML Board of Directors has adopted several procedures governing the resolutions process. Please review the following items carefully and thoroughly.

1. No resolution can be considered by the TML Resolutions Committee unless it has prior approval of: (a) the governing body of a TML member city; (b) the governing body or membership of a TML affiliate; **or** (c) the membership of a TML region at a regional meeting.
2. TML member cities, regions, and affiliates that wish to submit a resolution **must** complete a resolution cover sheet. The cover sheet to be used is attached. Please feel free to make as many copies of this cover sheet as needed. The cover sheet must be attached to the resolution throughout each step of the resolutions process.
3. It is recommended that any resolution should state one of four categories of action to better direct League staff. Those categories are:

1821 Rutherford Lane, Suite 400, Austin, Texas 78754-5101
P 512-231-7400 • F 512-231-7490 • www.tml.org



- **Seek Introduction and Passage** means that the League will attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as “TML bills.”
- **Support** means the League will attempt to obtain passage of the initiative if it is introduced by a city or other entity.
- **Oppose.**
- **Take No Position.**

Please see the attached “Legislative Policy Development Process and Schedule” for more information.

4. Resolutions submitted will be thoroughly discussed at the TML Annual Conference. The Resolutions Committee is appointed by the TML President and is made up of city officials from TML member cities across the state.
5. The city or other entity that submits a resolution is encouraged to send a representative to the Resolutions Committee meeting to explain the resolution. The Resolutions Committee will meet at **2:00 p.m.** on **Tuesday, October 8, 2013,** at the **Austin Convention Center.**

If the procedures described above are not followed for any given resolution, that resolution is likely to be referred to some other TML committee for further study. In that case, the resolution would not be adopted during the 2013 conference.

You should also be aware that under the TML Constitution, resolutions received after the deadline of August 26, 2013, must not only have the attached cover sheet, but also must “state the reason precluding timely submission.” These late resolutions can be considered by the TML Resolutions Committee at the Annual Conference only if two-thirds of the Committee members present and voting agree to suspend the submission rule and consider the resolution.

Resolutions may be submitted by mail, fax, or by e-mail (resolutions@tml.org).

If you have any questions or would like any assistance, please call Bennett Sandlin, at any time – (512) 231-7400.

cc: TML Board of Directors

**2013
TML RESOLUTION COVER SHEET**

Sponsoring Entity: _____
(City, TML Affiliate, and/or TML Region)

Brief Background: _____

What the Resolution is Intended to Accomplish: _____

How the Resolution is City-Related/How it Addresses a Municipal Issue: _____

Statewide Importance: _____

Submitted By: Name: _____
Title: _____
City: _____
Telephone: _____

PLEASE DO NOT WRITE ON THE BACK OF THIS FORM

The Texas Municipal League's 2015/2016 Legislative Policy Development Process and Schedule

City officials across the state are well aware of the fact that many significant decisions affecting Texas cities are made by the Texas Legislature, not by municipal officials. Newly elected mayors and councilmembers quickly realize that cities are indeed "creatures of the state." This subservient position of cities in the state's intergovernmental system means that the legislature can address virtually any aspect of city government.

This fact is vividly demonstrated during each legislative session. For example, during the 2013 session, more than 6,000 bills or significant resolutions were introduced; almost 1,500 of them would have affected Texas cities in some substantial way. In the end, over 1,700 bills or resolutions passed and were signed into law; approximately 220 of them impacted cities in some way.

There is no reason to believe that the workload of the 2015 session will be any lighter; it may be greater. And for better or worse, city officials will have to live with all the laws that may be approved by the legislature. Thus, the League must make every effort to assure that detrimental bills are defeated and beneficial bills are passed.

The TML approach to the 2015 session will undoubtedly be guided by principles that spring from a deeply rooted TML legislative philosophy:

- The League will vigorously oppose any legislation that would erode the authority of Texas city officials to govern municipal affairs.
- Cities represent the level of government closest to the people. They bear primary responsibility for the provision of capital infrastructure and for ensuring our citizens' health and safety. Thus, cities must be assured of a predictable and sufficient level of revenue and must resist efforts to diminish that revenue.
- The League will oppose the imposition of any state mandates that do not provide for a commensurate level of compensation, and resist any attempts to require cities to raise money for the state (reverse intergovernmental aid).

Schedule

Throughout 2014, legislative policy committees will help TML prepare legislative positions. The League's legislative policy development schedule will be roughly as follows:

October 2013 – the 2013 TML Resolutions Committee will meet to consider resolutions. The recommendations of the Resolutions Committee will go forward for consideration by the TML membership on the final day of the 2013 Annual Conference at the annual business meeting.

January - February 2014 – the chairs, vice-chairs, board representatives, and members of the League’s legislative policy committees will be appointed by the TML President.

May - June 2014 – the committees will meet for the first time.

June - July 2014 – any subcommittees appointed by the committees will meet.

August 2014 – the committees will combine to form the General Government Committee, at which time they will finish their topic-specific work and consider additional items.

September - October 2014 – the reports of the legislative policy committees will go forward to the 2014 TML Resolutions Committee for consideration. The recommendations of the Resolutions Committee will go forward for consideration by the TML membership on the final day of the 2014 Annual Conference at the annual business meeting.

December 2014 – the TML Board will finalize the League’s 2015 legislative program based on resolutions passed in both 2013 and 2014.

Some Suggestions

As can be seen from the section above, the legislative policy committees provide the framework for the TML legislative policy development process. As an integral part of that committee process, you can significantly impact the outcome of the 2015 legislative session. As you undertake your committee work, you should keep in mind the following:

1. **There is a practical limit to what the League – or any group, for that matter – can accomplish in any legislative session.** It is obvious that all resources – human, financial, and political – are limited, and no group can hope to achieve all its legislative objectives. The most powerful interest groups in the state sometimes come away from a legislative session bruised and battered. On occasion, the best that can be expected is that no harm be done.
2. **TML will expend the vast majority of its resources killing bad bills.** This has always been so and will probably always be the case. At one point during the 2013 regular session, the League was monitoring more than 1,700 bills or resolutions, many of which were bad for cities. The League’s legislative philosophy has traditionally been, first and foremost, to defeat bad legislation and, secondarily, to seek passage of beneficial legislation as time, resources, and political realities permit.

It is unlikely that any other interest group in the state monitors and opposes as many bills as does the Texas Municipal League. During recent legislative sessions, the League took steps to oppose bad legislation dealing with everything from annexation to zoning and from birth records to cemeteries. The breadth of the League's legislative focus becomes obvious each year when TML completes and submits its state-mandated lobbyist registration form. One schedule of the form asks which of 83 subject matters are of interest to TML. Of the 83, only four fall outside the League's areas of interest.

Unfortunately, the number of bad city-related bills grows almost every year. (Please see the chart below.) As a result, the League has been forced to expend an ever-greater percentage of its resources simply fending off bad ideas.

<u>Year</u>	<u>Total Bills Introduced *</u>	<u>Total Bills Passed</u>	<u>City-Related Bills Introduced</u>	<u>City-Related Bills Passed</u>
2001	5,712	1,621	1,200+	150+
2003	5,754	1,403	1,200+	110+
2005	5,369	1,397	1,200+	105+
2007	6,374	1,495	1,200+	120+
2009	7,609	1,468	1,500+	120+
2011	6,303	1,410	1,500+	160+
2013	6,061	1,437	1,700+	220+

* Includes bills and proposed Constitutional amendments; regular session only.

3. Given the League's finite resources, and because vast amounts of those resources are necessarily expended in defeating bad legislation, the League must very carefully select bills that it will support or for which it will attempt to seek passage. A sharply focused legislative program is more likely to lead to success than is a very large and wide-ranging program. In addition, supporting a bill that has a low probability of passage requires a large amount of time and political resources that can be used more productively in other ways. Thus, it is important to advocate only those initiatives that are truly important and that have a realistic chance of passage.

4. How can the committee identify initiatives that are truly significant and that merit a place in the TML legislative program? Committee members may wish to ask the following questions about each discussion item:
 - ◆ Does the initiative have wide applicability to a broad range of cities of various sizes (both large and small) and in various parts of the state?

- ◆ Does the initiative address a core municipal issue, such as erosion of local control and preservation or enhancement of municipal revenue?
- ◆ Will the initiative be vigorously opposed by strong interest groups and, if so, will member cities commit to contributing the time and effort necessary to overcome that opposition?
- ◆ Is this initiative, when compared to others, important enough to be part of TML's list of priorities?
- ◆ Is this initiative one that city officials, more than any other group, should and do care about?

The foregoing suggestions are not meant to imply that TML can't pass good, solid legislation. It can, it has in the past, and it will again. The suggestions are meant merely to emphasize the fact that any group, to succeed, must use its resources and its political strength wisely and selectively.

Categories

Submissions should reflect one of four categories that will direct League staff. Keep in mind that there is a difference between "seek introduction and passage" and "support."

- **Seek Introduction and Passage** means that the League can attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as "TML bills." **These bills require an enormous amount of time and resources, and the committee should be very cautious about putting items in this category.**
- **Support** means the League will attempt to obtain passage of the initiative if it is introduced by some other entity. **League staff will, based upon the foregoing principles and its intimate knowledge of the legislature, determine the amount of time and resources devoted to an item in this category.**

With very few exceptions, any item that makes its way into the 2015/2016 TML Legislative Program should be couched in the two terms described above or by recommending that TML "**oppose**" or "**take no position**" on an issue.

City of Leon Valley 2012 Bond Program Oversight Committee Meeting, March 28, 2013

Chairperson Abraham Diaz called the 2012 Bond Program Oversight Committee Meeting to order at 5:30 pm. Chairperson Diaz and Committee members Al Uvietta, Mike Davis Jr., Pedro Esquivel, and Olen Yarnell were present. Bob Thome and Christopher Gover were absent.

Mayor Pro-Tem Kathy Hill, Councilman Jack Dean, City Manager Manuel Longoria Jr., Police Chief Wallace, Special Projects Manager Smith and Interim Fire Chief Valdez were also present along with Leon Valley City Staff member Rhonda Hewitt.

A quorum was present.

Approval of Minutes

Chairman Diaz asked for approval of the minutes from the February 28, 2013 meeting. Committee Member Esquivel made a motion to approve the minutes and this was seconded by Member Uvietta. This motion passed unanimously.

Report on Property Acquisition for Fire Station

Chairman Diaz introduced the City Manager, Manuel Longoria Jr. who gave a presentation on the status of using the County property for our project.

Mr. Longoria Jr. briefed the committee on a meeting the Mayor had with Bexar County representatives and gave the committee a handout with the "talking points" used by the Mayor. The City Manager stated that the meeting was not productive and led a discussion about the next steps which the City was going to utilize.

The Committee also had a discussion on the list of potential places for the relocation of the Fire Station along with some contingency plans that have come out in preliminary discussions with OCO.

Update on the Construction Manager at Risk Request for Qualifications Solicitation Process

City Manager Manuel Longoria Jr. briefed the Committee on the two step process he is implementing to hire the Construction Manager at Risk.

After the solicitations of the proposals, the first step involves narrowing the field to no more than five firms. The firms will be narrowed based purely on qualifications.

The second step will be for these firms to submit a cost/price proposal which will be evaluated and the interview process will take place.

The City Manager relayed that 11 firms submitted RFQ's. An evaluation on the criteria used to rank these firms was explained to the Committee and the Committee was told that the next phase was performing reference checks on the selections. A shortlist of five will be established by April 5, 2013 and cost proposals will be solicited from these firms. The interviews of these five firms will be held April 26, 2013 with the expectations of a recommendation being made to City Council on May 21, 2013.

City of Leon Valley 2012 Bond Program Oversight Committee Meeting, March 28, 2013

Presentation and Discussion regarding Conflict of Interest and Ethics Process and Procedures

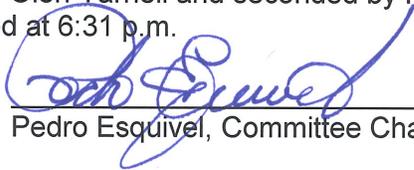
At the request of Committee members, the City Manager had the City Attorney develop a presentation on Conflict of Interest and Ethic's Policy. The presentation was delivered by the City Manager.

The City Manager reviewed Chapter 711 of the Texas Local Government Code which covered the definitions of a local public official, a substantial interest in a business, substantial interest and ethical obligation. It was found that since the Committee was advisory in nature, Chapter 7111 did not apply to the members.

The City Manager then advised the Committee members that the Ordinance which created the Committee also had the ethics clauses that the members are bound by. The City Manager talked about conflict of interest and outside employment as they relate to the construction of the new facilities and the companies the City of Leon Valley will employ.

Adjourn

Hearing no further business a motion was made by Olen Yarnell and seconded by Pedro Esquivel to adjourn the meeting. The meeting was adjourned at 6:31 p.m.



Pedro Esquivel, Committee Chairman

City of Leon Valley 2012 Bond Program Oversight Committee Meeting, May 3, 2013

Chairperson Abraham Diaz called the 2012 Bond Program Oversight Committee Meeting to order at 8:32 am. Chairperson Diaz and Committee members Al Uvietta, Mike Davis Jr., Frank Zavala, and Olen Yarnell were present. Pedro Esquivel and Christopher Gover were absent.

A quorum was present.

Mayor Pro-Tem Kathy Hill, Councilman Jack Dean, City Manager Manuel Longoria Jr., Police Chief Wallace, Special Projects Manager Smith and Interim Fire Chief Valdez were also present along with Leon Valley City Staff member Rhonda Hewitt.

Chairperson Diaz introduced the Committees newest member, Frank Zavala, who gave a briefing on his background.

Chairman Diaz recognized the City Manager, Manuel Longoria Jr., who advised the Committee that one of the Construction Manager at Risk applicants, F A Nunnelly, had withdrawn their proposal. The City Manager advised that during the time allotted to F A Nunnelly, the Committee would recess and then restart when the next presentation would be ready.

Presentation by Project Architect on the Facility Programming Phase of the Project

The City Manager introduced Mickey Conrad with OCO Architects who gave an update on the facility programming phase for the Police Department and City Hall.

Mickey Conrad spoke of the needs as far as square footage was concerned and gave a very preliminary floor plan of the changes which incorporated the new offices, workstations, and employee common areas.

Interviews with Firms Being Considered to Provide Construction Manager at Risk Services to the City of Leon Valley for Projects Identified in the May 2012 Bond Election

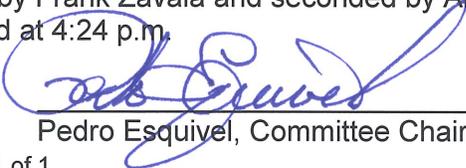
The Committee went into recess at 9:55 am and re-convened at 11:00 am. Four firms were scheduled for one hour sessions which started at 11:00 am and ended at 4:30 pm.

After an introduction of Committee members and staff members present each firm was given thirty minutes for a presentation and then was allotted thirty minutes for questions from the Committee. Each firm was then given two minutes for closing remarks. Bartlett Cocke started at 11:00 am, Turner started at 12:45 pm, Guido started at 2:00 pm, and Joeris started at 3:15 pm.

The questions for each firm, which were asked by the City Manager Manuel Longoria Jr., delved into the qualifications of the firm/employees, past experiences with similar projects, and past experience with construction manager at risk projects. The manager asked each firm if the general conditions fee was negotiable.

Adjourn

Hearing no further business a motion was made by Frank Zavala and seconded by Al Uvietta to adjourn the meeting. The meeting was adjourned at 4:24 p.m.


Pedro Esquivel, Committee Chairman

City of Leon Valley 2012 Bond Program Oversight Committee Meeting, May 17, 2013

Chairperson Abraham Diaz called the 2012 Bond Program Oversight Committee Meeting to order at 3:07 pm. Chairperson Diaz and Committee members Al Uvietta, Frank Zavala, Pedro Esquivel and Olen Yarnell were present. Mike Davis Jr. and Christopher Gover were absent.

A quorum was present.

Mayor Pro-Tem Kathy Hill, Councilman Jack Dean, City Manager Manuel Longoria Jr., Police Chief Wallace, Special Projects Manager Smith and Interim Fire Chief Valdez were also present along with Leon Valley City Staff member Rhonda Hewitt.

Presentation by City Manager on Construction Manager at Risk Selection

Chairperson Diaz introduced City Manager Manuel Longoria Jr. who gave a presentation on the Construction Manager at Risk Selection.

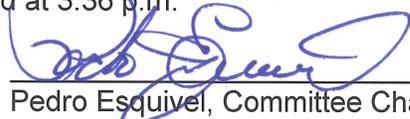
The City Manager's presentation included background information on the project along with the steps the City of Leon Valley completed to obtain a firm to provide Construction Manager at Risk services for the City. These steps included the RFQ process as well as the two phased evaluation process which was completed by the Selection Review Committee.

The City Manager presented the scoring criteria for both phases. Using these criteria's Bartlett Cocke was recommended as the firm who the City Manager would enter into negotiations with to provide the services. If these negotiations fail, then the City Manager would negotiate with, in order, Turner Construction, Guido Brothers Construction and Joeris General Contractors until a firm is hired to provide the Construction Manager at Risk services with the final negotiated contract presented to City Council for approval.

Pedro Esquivel made a motion commending the subcommittee for their work and authorizing the City Manager to present Bartlett Cocke to the City Council of Leon Valley as the contractor who should be selected as the Construction Manager at Risk for our project. This motion was seconded by Al Uvietta.

Adjourn

Hearing no further business a motion was made by Pedro Esquivel and seconded by Frank Zavala to adjourn the meeting. The meeting was adjourned at 3:36 p.m.


Pedro Esquivel, Committee Chairman