

NOTICE OF PUBLIC MEETING

AGENDA

LEON VALLEY CITY COUNCIL MEETING

MONDAY, OCTOBER 3, 2011
LEON VALLEY CITY COUNCIL CHAMBERS
6400 EL VERDE ROAD, LEON VALLEY, TEXAS 78238

REGULAR CITY COUNCIL MEETING – 7:00 P.M.

1. **Call to Order, Determine a Quorum is Present, and Pledge of Allegiance.**
2. **Proclamation Declaring October 9-15, 2011 Fire Prevention Week. (Chief Stan Irwin)**
3. **Presentation: Leon Creek (LC) – 17 Project Update. (Bob Tome, Stormwater Manager, Marty Cristafaro or Abiel Hinojosa of AECOM)** *This agenda item is to allow the Council to receive an update on the work / progress of the proposed changes impacting the Leon Creek Channel due to the expansion by Bexar County Flood Control as it flows through the City of Leon Valley.*
4. **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.

Consent Agenda

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council or have been previously discussed in Open Session and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member so requests.

5. **Consider Approval of the Meeting Minutes of the September 20, 2011 Special and Regular City Council Meeting. (Willman)**
6. **Consider Action on M&C # 10-01-11 Authorizing the Continuation of an Agreement with the San Antonio Police Department for Participation in the High Intensity Drug Trafficking Area (HIDTA) Program for One Year and Authorizing the Chief of Police to Execute the Agreement. (Chief Randall Wallace)**

Regular Agenda

7. **Conduct a Public Hearing and Consider and Act Upon M&C # 10-02-11 with Attached Ordinance Re-adopting and Continuing Provisions of Article 8.02, “Minors,” Division 2. “Curfew” of Chapter 8, “Offenses and Nuisances”, Establishing a Fine Not to Exceed**

\$500 for Violations of the Juvenile Curfew Ordinance. (Chief Randall Wallace)

- A. **Open Public Hearing.**
 - B. **Close Public Hearing.**
 - C. **Action by City Council.**
8. **Consider Action on M&C # 10-03-11, with Attached Ordinance, Conduct Public Hearing and Consider Zoning Case #2011-387, a Request by Benito Gomez, Applicant and Property Owner, to Rezone Approximately 3.578 acres of land, from R-3 (Multiple-Family Dwelling) to B-3 (Commercial), Being Lot 103, Block 101, CB 4433, Vaughn-Watson Subdivision, in the 5500 Block of Grissom Road. Vote of the Zoning Commission of 7 to 0, in favor. (Flores)**
- A. **Open Public Hearing.**
 - B. **Close Public Hearing.**
 - C. **Action by City Council.**
9. **Consider Action on M&C # 10-04-11, with Attached Contract Authorizing a Professional Services Contract with the City of Leon Valley's Public Library Architect of Record, Richard Mogas & Associates, Architect A.I.A. Inc., for the Design of the Children's Library Wing at the City of Leon Valley Public Library (Library Architecture Design Service Contract), and Authorizing the City Manager to Execute the Contract Document in the Amount Not to Exceed \$46,980. (Trent)**

Discussion Agenda

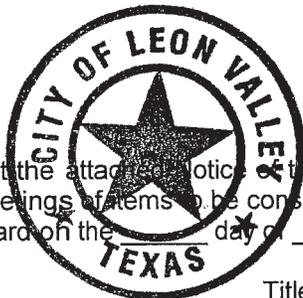
10. **Update on Progress of Town Center Project, M&C # 10-05-11. (Longoria)**
11. **City Manager's Report. (Longoria)**
- A. **Informational Issues.**
 - B. **Future Agenda Items.**
 - (1) Appointments to the LVEDC Board.
 - (2) Report Activities to Strengthen the City of Leon Valley's Code of Ordinances, October 18, 2011.
 - (3) Elections Legislation-Mandated Report, October 18, 2011.
 - (4) Towing Contract, November, 2011.
 - (5) Smoking Ordinance Report, November, 2011.
 - (6) Report on Activities to Commemorate the 60th Anniversary of the City of Leon Valley and to Commemorate the Sesquicentennial (150th) Anniversary of the Huebner-Onion House, November, 2011.
12. **Citizens to be Heard.**
13. **Announcements by the Mayor and 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 Council or a City official.
- Community Events:**
- **National Night Out, Tuesday, October 4, 2011, City Council Members Meet at City Hall at 6:45 p.m.**

- Next Quarterly Walk with the Mayor, Saturday, October 8, 2011, Shadow Mist Addition. Gathering at 8:30 a.m. at Shadow Mist and Avedisian.

Executive Session

14. **Executive Session in Accordance with the Texas Government Code.**
- A. The City Council of the City of Leon Valley will Convene in Executive Session Pursuant to Section 551.072, Deliberations about Real Property, to Deliberate the Purchase, Exchange, Lease, or Value of Real Property Regarding the Leon Valley Town Center Project, to Receive, Review, Discuss Information Regarding the Leon Valley Town Center Project Agreement Negotiations, M&C # 10-06-11.
 - B. The City Council of the City of Leon Valley will Convene in Executive Session Pursuant to Section 551.071, Consultation with Attorney, McKamie Krueger, L.L.P., Regarding Litigation – Demand Letter from Larry Little Counsel, M&C # 10-07-11.
 - C. The City Council of the City of Leon Valley will Reconvene into Open Session and Take Any Possible Actions Resulting Out of the Executive Sessions.
15. 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).
16. **Adjourn.**

I hereby certify that the above NOTICE OF PUBLIC MEETING AND AGENDA OF THE LEON VALLEY CITY COUNCIL MEETING was posted on the Bulletin Board at City Hall, 6400 El Verde Road, Leon Valley, Texas, on September 29, 2011 at 5:00 p.m. and remained posted until after the meeting 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 ahead of the meeting. To make arrangements call (210) 684-1391, Ext. 246.



Janie Willman

 Janie Willman, City Secretary

I certify that the attached notice of the Public Meetings and Agenda of the Leon Valley Regular and Special City Council Meetings of items to be considered by the Leon Valley City Council was removed by me from the City Hall Bulletin Board on the _____ day of _____, _____ at _____.

 Title: _____

FIRE PREVENTION WEEK PROCLAMATION 2011

WHEREAS, the City of Leon Valley is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are locations where people are at greatest risk to fire; and

WHEREAS, home fires killed more than 2,500 people in the United States in 2009, according to the latest research from the nonprofit National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 360,000 home fires; and

WHEREAS, the risk of dying in a home structure fire caused by smoking materials rises with age; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, automatic fire sprinkler systems cut the risk of dying in a home fire by about 80 percent; and

WHEREAS, the City of Leon Valley first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Leon Valley's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2011 Fire Prevention Week theme, "**It's Fire Prevention Week. Protect your Family from Fire!**" effectively serves to remind us of all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, I Chris Riley, Mayor of the City of Leon Valley, on behalf of the City Council, do hereby proclaim October 9-15, 2011 as Fire Prevention Week throughout the City, and urge all residents of Leon Valley to protect their homes and families by heeding the potentially life-saving messages **of Fire Prevention Week 2011**, and to support the many activities and efforts of Leon Valley's fire and emergency services.

Signed by my hand on this 3rd day of October 2011.

Chris Riley, Mayor

Item #5

The City Council of the City of Leon Valley, Texas, met on the 20TH of September 2011 at 6:00 p.m. at the Leon Valley City Council Chambers, at 6400 El Verde Road, Leon Valley, Texas, for the purpose of the following business, to-wit:

SPECIAL CITY COUNCIL MEETING – 6:00 P.M.

1. **Call to Order and Determine a Quorum is Present.** Mayor Riley called the Special City Council Meeting to order at 6 p.m. and asked that the minutes reflect that the following City Council Members were present: Hill, Reyna, Baldrige, Dean, and Bieber.

City Staff in attendance: City Manager Longoria, City Attorney Frank Onion, City Secretary Willman, Community Development Director Flores, Fire Chief Irwin, Finance Director Wallace, Human Resources Director Caldera, Librarian Trent-Miller, and Public Works Director Vick.

Also in attendance: Mr. Mark Granados, Principle, GFR Development Services, and Mr. Trey Jacobson, Director of Economic Development, Drenner & Golden, Stuart Wolff, L.L.P.

2. **Executive Session in Accordance with the Texas Government Code. The City Council of the City of Leon Valley convened in Executive Session Regarding the Fiesta Dodge Property, M&C # 09-07-11.**

The Leon Valley City Council convened in Executive Session at 6:00 p.m.

- A. Pursuant to Section 551.071, Consultation with Attorney, and
- B. Pursuant to Section 551.087, Deliberation Regarding Economic Development Negotiations (1) to Discuss or Deliberate Regarding Commercial or Financial Information that the Governmental Body has Received from a Business Prospect that the Governmental Body Seeks to Have Locate, Stay, or Expand in or Near the Territory of the Governmental Body and with Which the Governmental Body is Conducting Economic Development Negotiations.

3. **Executive Session in Accordance with the Texas Government Code. The City Council of the City of Leon Valley convened in Executive Session Regarding the Town Center Project, M&C # 09-08-11.**

- A. Pursuant to Section 551.071, Consultation with Attorney, and
- B. Pursuant to Section 551.087, Deliberation Regarding Economic Development Negotiations (1) to Discuss or Deliberate Regarding Commercial or Financial Information that the Governmental Body has Received from a Business Prospect that the Governmental Body Seeks to Have Locate, Stay, or Expand in or Near the Territory of the Governmental Body and with Which the Governmental Body is Conducting Economic Development Negotiations; or (2) to Deliberate the Offer of a Financial or Other Incentive to a Business Prospect Described by Subdivision (1).

4. **Executive Session in Accordance with the Texas Government Code. The City Council of Leon Valley convened in Executive Session Pursuant to Section 551.074, Personnel Matters, to Deliberate and Discuss the Employment, Duties, Discipline, or Dismissal of the Economic Development Director.**

5. The City Council of the City of Leon Valley having concluded Executive Sessions under Agenda Items 2 A & B, 3 A & B, and 4 reconvened into Open Session at 7:52 p.m. The City Council took no action.

**CITY COUNCIL MEETINGS OF THE CITY OF LEON VALLEY, TEXAS
SEPTEMBER 20, 2011**

6. **Adjourn.** Motion by Councilman Reyna and second by Councilman Biever to adjourn the meeting.
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REGULAR CITY COUNCIL MEETING – 7:00 P.M.

1. **Call to Order, Determine a Quorum is Present, and Pledge of Allegiance.**
Mayor Riley called the Regular City Council Meeting to order at 7:53 p.m. Mayor Riley asked that the minutes reflect that the following City Council Members were present: Hill, Reyna, Baldrige, Dean, and Biever.

City Staff in attendance: City Manager Longoria, City Attorney Frank Onion, City Secretary Willman, Community Development Director Flores, Economic Development Director Ryan, Fire Chief Irwin, Finance Director Wallace, Human Resources Director Caldera, Librarian Trent-Miller, and Public Works Director Vick.

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.

The following persons spoke during the Citizens to be Heard expressing appreciation and support for Economic Development Director Rose Ryan and her efforts on their behalf as business owners and managers.

George Herrera, The Rockwell Grill & Bar, 6555 Bandera Road.
Mr. Herrera read two letters of support; from Tony Flores, President of the Leon Valley Area Chamber of Commerce, and from John Nikolaou, President, Water Works Car Washes & Detail Centers.

Ed Quisenberry, Optimal Health Therapeutic Body Work, 6502 Bandera Road.
Gayle Tribble, Bob’s Computer and Repairs, 6003 Forest Bend.
Rita Burnside, German Anyone?, 6938 Forest Way.
Walter Geraghty, Geraghty Tennis, 6553 Bandera Road.
Adam Valenzuela, Sari Sari Oriental Market, 5732 Wurzbach Road.

Other speakers in favor of retaining Ms. Ryan as Economic Development Director:
Carmen Sanchez, 7306 Ellerby Point.
Al Uvietta, 6923 Sunlight Drive.
Mike Davis, Leon Valley Economic Development Corporation President, 6634 Grist Mill.
Rose Ryan, Leon Valley Economic Development Corporation Staff Liaison, and Economic Development Director.

Item #5

There were petition forms favoring retention of Ms. Ryan as Economic Development Director with signatures from the above speakers and these additional persons:
Al Baldrige, Business Owners' and Managers' Alliance Committee Chair, International Realty Plus.

Dr. Michael T. Kusiak, 6727 Cherryleaf.

Olen Yarnell, ECS Handyman Service. Mr. Yarnell spoke during the Citizens to be Heard at the end of the agenda.

Council Member Hill asked for Consent Agenda Item 4 to be removed for separate consideration.

Councilman Reyna asked for Consent Agenda item 6 to be removed for separate consideration.

Motion by Councilman Dean and second by Council Member Baldrige to approve Consent Agenda Item 5. Voting Aye: Hill, Reyna, Baldrige, Dean, and Bieber. Voting Nay: None. Mayor Riley announced the motion carried.

5. Consider Approval of the Meeting Minutes of the September 6, 2011 City Council Meeting. (Caldera)

Consent Agenda

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council or have been previously discussed in Open Session and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member so requests.

4. Consider Approval of the Meeting Minutes of the August 31, 2011 Special City Council Meeting Planning Workshop. (Willman)

Motion by Council Member Hill for the approval of the Meeting Minutes of the August 31, 2011 Special City Council Meeting with one correction: that her name be removed from the City Council Members attending. Councilman Reyna seconded the motion for approval. Voting in favor: Hill, Reyna, Baldrige, Dean, and Bieber. Mayor Riley announced the motion carried.

6. Consider Action on M&C # 09-09-11 with Attached Ordinance Providing for the Staggering of Terms of Office for Members of the Board of Directors of the Leon Valley Economic Development Corporation (LVEDC); Creating Place Numbers and Assigning Members to the Various Places on the Board; and Establishing Procedures for Appointment of Members to the Board of Directors of the Leon Valley Economic Development Corporation (LVEDC). (Longoria)

Councilman Reyna asked for a synopsis of the Ordinance before the City Council for consideration. City Manager Longoria addressed the specific Place Number Assignments and Terms of Office for the current Members of the Board of Directors of the Leon Valley Economic Development Corporation.

Motion by Councilman Reyna and second by Councilman Dean to approve the Ordinance as presented. Voting Aye: Hill, Reyna, Baldrige, Dean, and Bieber. Voting Nay: None. Mayor Riley announced the motion carried.

**CITY COUNCIL MEETINGS OF THE CITY OF LEON VALLEY, TEXAS
SEPTEMBER 20, 2011**

Regular Agenda

7. Consider Action on M&C # 09-10-11, Approval of A Fund Balance Policy As Required By The Government Accounting Standards Board (GASB) Statement 54 With Attached Ordinance. (Wallace)

Finance Director Wallace introduced this agenda item outlining the specifics as being needed to comply with the Governmental Accounting Standards Board (GASB) Statement 54 issued in February 2009. The new requirements are effective for Fiscal Year ending September 30, 2011. Ms. Wallace explained that the Statement substantially changes how fund balances are categorized. The GASB Statement 54 is intended to improve the usefulness of the amount reported in fund balance by providing more structured classifications. The Statement applies to fund balance reported in the General Fund and does not apply to Enterprise Funds, Internal Service Funds, and extremely restricted reserves. Ms. Wallace further noted that currently fund balance is classified as "reserved" or "unreserved." Unreserved fund balance may be further allocated into designated and undesignated.

Ms. Wallace indicated that purpose of the change is to provide a stable financial environment for the City of Leon Valley's operations that allows the City to provide quality services in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. The attendant fund balance policy is meant to serve as the framework upon which consistent operations are built and sustained.

Ms. Wallace noted that a major change reflected in the proposed Fund Balance Policy for the Committed Fund Balance is the amount designated for Natural/Man Made Disaster Emergencies. Currently, the City of Leon Valley Natural/Man Made Disaster Emergency Reserve of \$800,000 would only provide enough funds to operate the City for 1.40 months. Financial Advisors recommend that no less than three (3) months be "Committed" as a Natural/Man Made Disaster Emergency Reserve. Based on the FY 2012 budget, a three (3) months reserve would be \$1,720,290. The proposed policy proposes the recommended three (3) months reserve.

Motion by Councilman Reyna and second by Council Member Baldrige for the approval of the Ordinance and Attached Fund Balance Policy. Voting Aye: Hill, Reyna, Baldrige, Dean, and Bieber. Voting Nay: None. Mayor Riley announced the motion carried.

8. Consider Action on M&C # 09-11-11, a Request to Award the Bid for Web Services for the City of Leon Valley to Revize in an Amount Not to Exceed \$11,900 Over a Three Year Period and Authorize the City Manager to Negotiate the Contract. (Caldera)

Human Resources Director Caldera introduced this agenda item detailing the process and staff members involved in seeking a new contract for professional services for design and construction of the City website. In defining the scope for a new contract and services, staff determined the purpose of a city website is to establish communication between the City and the public, provide an alternative method for conducting certain business with the City, and the dissemination of information related to policies, activities, and services.

Item #5

Ms. Caldera detailed the four phases of the selection criteria. She acknowledged those employees involved on both the Web Site Committee and the Critical Issues Action Team as essential to the selection and final review process. Fourteen proposals received were taken through the entire four phases of the selection criteria. Of the top three finalists, Revize was selected for recommendation.

Motion by Councilman Bieber and second by Councilman Dean to award the bid for web services to Revize in an amount not to exceed \$11,900 over a three year period and to authorize the city manager to negotiate the contract. Voting Aye: Hill, Reyna, Baldrige, Dean, and Bieber. Voting Nay: None. Mayor Riley announced the motion carried.

9. Conduct a Public Hearing and Consider Action on M&C # 09-12-11, Amending Chapter 14, "Zoning," Appendix 1, "Land Use Chart," Section 14.02.381, "Permitted Use Table," to Verify that All Uses Listed in the Table are Properly Classified and Validated. (Flores)

Community Development Director Flores detailed the changes for consideration before Council. The proposed zoning amendments are the result of direction by the Mayor and City Council to the City Manager and staff in executive session to initiate review of amendments to the "Permitted Use Table," to verify and review "assembly" type uses and ensure that they are properly classified and validated.

Staff was given a listing of uses to review and together with City Attorneys Mick McKamie, Frank Onion, and TML-IRP assigned Counsel, Attorney Ryan Henry, who reviewed each use and made a recommendation for amendment. Once completed, these amendments were presented to the Zoning Commission and are now being brought back before the Mayor and Council.

The Zoning Commission reviewed the proposed amendments on August 23, 2011 and recommended that "playroom/birthday party room, children only," be moved to the "entertainment-indoor" classification and that all other revisions as noted by the staff be made as directed by legal counsel by a vote of 7-0.

Zoning Commission Chair Guerra addressed the City Council affirming the Commission's study of the use table changes. He noted the Zoning Commission's recommendation, in particular, the move of the "playroom/birthday party room, children only" use to the "entertainment-indoor" classification.

- A. Open Public Hearing.** Mayor Riley announced the Public Hearing open at 9:12 p.m. with the following persons coming forward to speak:
Al Uvietta, 6923 Sunlight Drive, spoke in support of the art gallery / museum change as suggested by Council Member Hill.

George Herrera, 6555 Bandera Road, spoke to the dismissal of uses, indicating that restrictiveness may not be good for the City of Leon Valley. He indicated that the City needs to be as friendly as possible regarding uses allowed in the table.

- B. Close Public Hearing.** Mayor Riley announced the Public Hearing closed at 9:19 p.m., there being no other persons to come forward to speak.
C. Action by City Council. Motion by Council Member Hill and second by

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SEPTEMBER 20, 2011**

Councilman Biever to approve the proposed zoning amendments with these changes; to consider allowing art gallery / art museum in B1-B2. City Attorney Onion spoke to moving the use of museum into an unspecified category as it would involve large assembly type of gatherings. Following Council discussion, Council Member Hill withdrew her motion and Councilman Biever withdrew his second.

Motion by Council Member Hill and second by Councilman Biever to accept the amendment of the permitted use table with the exception of the art gallery which will stay in the B1/B2 category. Voting Aye: Hill, Reyna, Baldrige, Dean, and Biever. Voting Nay: None. Mayor Riley announced the motion carried.

Discussion Agenda

10. Report and Discuss Activities to Commemorate the 60th Anniversary of the City of Leon Valley and to Commemorate the Sesquicentennial (150th) Anniversary of the Huebner-Onion House, M&C # 09-13-11. (Mayor Riley)

Mayor Riley announced that she asked Council Member Hill to co-chair the effort of the City of Leon Valley as it plans activities to commemorate the 60th Anniversary of the City of Leon Valley and to commemorate the Sesquicentennial (150th) Anniversary of the Huebner-Onion House. Council Member Hill will be working co-chairing the efforts along with the Leon Valley Historical Society.

11. Update on Progress of Town Center Project, M&C # 09-14-11. (Longoria) City Manager Longoria reported that the progress on the Town Center Project has been delayed due to the Development Agreement never having been finalized during the transitioning between city managers. Mr. Longoria reported that the City of Leon Valley and the City of Leon Valley Economic Development Corporation Board have retained the firm of Drenner & Golden, Stuart Wolff, L.L.P. to aid in moving the City and the LVEDC through the economic development processes related to the Town Center Project. Mr. Longoria announced that development is being done on a performance-based agreement which is designed to eliminate the risk to all parties involved.

12. City Manager's Report. (Longoria)

- A.** (1) Informational Issues. Mr. Longoria announced that the City of Leon Valley City Hall is now Wi-Fi capable so that persons may access the Internet for public use.

Finance Director Vickie Wallace received a Certificate in Excellence in Financial Reporting from the Government Finance Officers Association.

Poss Road Street Construction Update. Public Works Director Vick informed the City Council that the staff signed the contract with San Antonio Constructors as authorized by previous Council action. The work will be from Cherryleaf to Bandera and is expected to take approximately 90 days between September 12 and December 12.

- (2) Monthly Departmental Reports. No questions were asked of staff regarding the Monthly Departmental Reports.

Item #5

- (3) Financial Statement for the Month of August 2011. Finance Director Wallace briefed the City Council on the monthly Financial Statement for August 2011.

B. Future Agenda Items.

- (1) Renewal of Juvenile Curfew Ordinance, October 3, 2011.
- (2) Towing Contract, November, 2011.
- (3) Library Architecture Design Service Contract.
- (4) Smoking Ordinance Report, October 3, 2011.
- (5) Report Activities to Strengthen the City of Leon Valley's Code of Ordinances, October, 2011.
- (6) Appointments to the LVEDC Board.
- (7) Elections Legislation-Mandated Update, October 18, 2011.

13. Citizens to be Heard.

Al Uvietta, 6923 Sunlight Drive, remarked on the stability of the work done on the trail stabilization in the Natural Area. He checked the work following a heavy rain. He also thanked the City staff for their work on the triangle in the Natural Area remarking on the clean-up efforts.

14. Announcements by the Mayor and 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 Council or a City official.

Community Events:

Council Member Baldrige announced the Leon Valley Historical Society's 11th Annual Fund Raising Event, the Huebner-Onion Italian Dinner & Silent Auction, benefiting the Historic Huebner-Onion Homestead, on Friday, October 28th at the Leon Valley Community Center. Mrs. Baldrige indicated tickets are available at \$35 per person.

Mrs. Baldrige also announced the Special Educational component that is part of the Tree Advisory Board (TAB) Meeting on September 21st being conducted by Paul Johnson, Regional Urban Forester, of the Texas Forest Service. The TAB Meeting begins at 6:30 p.m. and the public is encouraged to attend and hear a presentation on *Living with Trees During an Exceptional Drought*.

Mayor Riley thanked Leon Valley Public Librarian Joyce Trent for the excellent program provided as part of the recent fund raiser for the Children's Wing of the Leon Valley Public Library. Mayor Riley informed the Council that Waste Management's Albert Perez committed to donating two tickets to a Dallas Cowboys game in December towards the fundraising effort for the Children's Wing.

Next Quarterly Walk with the Mayor takes place on Saturday, October 8th at 8:30 a.m. the Walk will be around the Shadow Mist Subdivision circle of streets. Mayor Riley announced a meeting place is being determined and asked the assembly to look for more details in the Weekly ENews.

**CITY COUNCIL MEETINGS OF THE CITY OF LEON VALLEY, TEXAS
SEPTEMBER 20, 2011**

The City Council and staff sang the Birthday Song to the City Secretary whose birthday is on Monday.

Executive Session

15. 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).

There was no Executive Session held under this agenda item.

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16. **Adjourn.** Motion for approval at 9:52 p.m. by Councilman Dean and second by Council Member Baldrige. There being no other business to come before the City Council, Mayor Riley adjourned the meeting.

Mayor Chris Riley

ATTEST:

Janie Willman, City Secretary

MAYOR AND COUNCIL COMMUNICATION

DATE: October 3 ,2011
M&C # 10-01-11

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONTINUATION OF AGREEMENT WITH THE SAN ANTONIO
POLICE DEPARTMENT

PURPOSE

In January of 2005, the City of Leon Valley entered into a cooperative agreement with the San Antonio Police Department. This agreement places a Leon Valley Police Officer into the San Antonio Police Department High Intensity Drug Trafficking Area (HIDTA). The agreement is a one-year agreement. In the event the City decides to withdraw its participation in the initiative, the agreement contains a "30 day opt out" provision.

Member agencies of the San Antonio HIDTA Initiative have unique opportunities to impact the quality of life and well being of the citizens of Leon Valley, San Antonio, the State of Texas, and the United States. By combining their efforts, these agencies have committed to the task force concept in order to achieve the goals of the HIDTA Initiative.

S.E.E. IMPACT

Social Equity – To assist in helping our community fight illegal narcotics. With the addition of Task Force Officers, this increases the response our agency can provide to complaints

Economic Development– N/A

Environmental Stewardship – N/A

FISCAL IMPACT

The agreement stipulates that the San Antonio Police Department will provide the necessary funds and equipment to support the activities of our Officer. The City is responsible for the Officer's salary, but is reimbursed for any overtime earned.

APPROVED:_____ DISAPPROVED:_____

APPROVED WITH THE FOLLOWING COMMENTS:_____

ATTEST:

Janie Willman, City Secretary

**City of Leon Valley
and
San Antonio Police Department
Agreement**

Monday, October 3, 2011

Item #6



Background

- Agreement to continue Leon Valley's participation in the San Antonio Police Department High Intensity Drug Trafficking Area (HIDTA)
 - We currently have one Officer assigned



Purpose of Initiative

- Reduce drug trafficking and money laundering activities
- Reduce public corruption
- Reduce crime rates and illegal drug availability
- Increase safety for investigative and support personnel



San Antonio Police Department Provides

- All operating supplies necessary to complete mission
- Reimbursement of overtime



Leon Valley Provides

- Salary and benefits



Benefit to Leon Valley

- Targeting illicit drug and money laundering organizations operating or impacting the HIDTA
- Developing or adopting investigations which meet criteria for acceptance as Organized Crime Drug Enforcement Task Force (OCDETF) cases.



Benefit to Leon Valley (continued)

- Access to additional resources to assist Leon Valley
 - Ability to have Task Force respond to any Leon Valley issues
- Transfer of forfeited property to Leon Valley

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN ANTONIO POLICE DEPARTMENT
AND THE LEON VALLEY POLICE DEPARTMENT

The San Antonio Police Department and the Leon Valley Police Department enter into this Memorandum of Understanding regarding participation in the San Antonio Police Department High Intensity Drug Trafficking Area (HIDTA) Detail.

I. PURPOSE

The purpose of this Memorandum of Understanding is to:

1. Establish the relationship between the San Antonio Police Department and the Leon Valley Police Department, and
2. Formalize policy and procedures involving participation in the San Antonio Police Department HIDTA Detail; including the initiation and participation in drug enforcement investigations, with a primary focus of operational safety.

II. AUTHORITY

This agreement is established pursuant to the guidelines established by the High Intensity Drug Trafficking Area Program. Operational and administrative oversight shall be the responsibility of the initiative's sponsoring agency, the San Antonio Police Department.

III. PHILOSOPHY

The mission of the San Antonio Police Department HIDTA Detail, including its member law enforcement agencies, is to measurably diminish drug trafficking by disrupting and dismantling regional, national, and international drug trafficking and money laundering organizations. These operations support the South Texas HIDTA Threat Assessment Strategy. To accomplish its mission, the San Antonio Police Department HIDTA Detail and its member law enforcement agencies, have adopted specific goals that include to:

1. Reduce drug trafficking and money laundering activities;
2. Reduce public corruption;
3. Reduce crime rates and illegal drug availability;
4. Increase safety for investigative and support personnel.

These goals will be furthered by the following activities:

1. Promoting counter-drug intelligence exchanges within the HIDTA and its member agencies.

2. Targeting illicit drug and money laundering organizations operating or impacting the HIDTA.
3. Identifying and prosecuting leaders of drug trafficking and money-laundering organizations.
4. Developing additional target organizations through intelligence and enforcement efforts.
5. Developing or adopting investigations which meet criteria for acceptance as Organized Crime Drug Enforcement Task Force (OCDETF) cases.

The San Antonio Police Department HIDTA Detail consists of joint, collocated, and or commingled Federal, State, or local law enforcement agencies (LEA).

IV. LIFE OF THIS AGREEMENT

This agreement's effective date will commence immediately on the date it is signed by the representatives of the respective entities involved and shall be effective until September 30, 2012.

V. CONDITIONS AND PROCEDURES

One (1) Leon Valley Police Department K-9 officer/investigator is assigned to the San Antonio Police Department HIDTA Detail. The San Antonio Police Department HIDTA Detail will provide Leon Valley Police Department K-9 officer/investigator Garland Gaston with:

1. Office space and office equipment.
2. Cellular telephone.
3. Personal computer with database access.
4. K-9 supplies, food, and veterinary care.
5. Vehicle fuel.
6. SAPD radio.
7. Overtime (up to a limit of \$10,000) for work on HIDTA cases.

The use of equipment and facilities listed above follow guidelines established by HIDTA and the City of San Antonio for use in the development and investigation of shared cases. Salaries, fringe benefits, and other liabilities would remain the responsibility of the Leon Valley Police Department.

As in previous agreements, sharing of revenues generated by participation in shared cases is also anticipated. The previous agreement was as follows:

1. On cases initiated by other task force members, where the Leon Valley Police Department investigator's contribution was assistance in surveillance, data base investigation, case preparation, or other assistance, the Leon Valley Police Department will receive a portion of the revenues not to exceed ten (10) percent.

The amount of participation and sharing of assets shall be determined by the San Antonio Police Department HIDTA Detail supervisor.

2. On cases initiated by the Leon Valley Police Department investigator as part of his responsibilities with the SAPD HIDTA Detail and where the other task force members provide assistance in the investigation, the sharing of revenues will be based on task force man-hours in the investigation. The percentage of revenue sharing in these cases shall be determined by the San Antonio Police Department HIDTA Detail supervisor.

VI. FUNDING

Overtime funding for the Leon Valley Police Department investigator will be provided by the task force project income, Activity Code 17-11-11 (SAPD HIDTA Detail account).

VII. TERMINATION OF THIS AGREEMENT

This agreement is understood by all parties to be voluntary in nature. Any party to this memorandum of understanding may terminate their participation thirty (30) days after providing notification to the San Antonio Police Department HIDTA Detail and the Signatories of this agreement.

VIII. CLOSING REMARKS

Member agencies of the San Antonio Police Department HIDTA Detail have unique opportunities to impact the quality of life and well being of the citizens of San Antonio and Leon Valley, the State of Texas, and the United States. By combining their efforts, these agencies have committed to the task force concept in order to achieve the goals and activities stated herein.

The term of this agreement shall be from the date of signature by representatives of both parties until September 30, 2012.

For the San Antonio Police Department:

For the Leon Valley Police Department:

_____Date_____
William P. McManus, Chief
San Antonio Police Department

_____Date_____
Randall Wallace, Chief
Leon Valley Police Department

MAYOR AND COUNCIL COMMUNICATION

DATE: October 3, 2011
M&C # 10-02-11

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONDUCT A PUBLIC HEARING AND CONSIDER AND ACT UPON ATTACHED ORDINANCE RE-ADOPTING AND CONTINUING PROVISIONS OF ARTICLE 8.02, "MINORS," DIVISION 2. "CURFEW" OF CHAPTER 8, "OFFENSES AND NUISANCES," ESTABLISHING A FINE NOT TO EXCEED \$500 FOR VIOLATIONS OF THE JUVENILE CURFEW ORDINANCE.

PURPOSE

The City of Leon Valley established a Juvenile Curfew Ordinance in April of 1994 and then repealed and replaced this ordinance in 1999. This was established in response to a request by the Mayor and City Council to determine if the Juvenile Curfew Ordinance enacted by the City of San Antonio had any spillover effect on Leon Valley. It was noted that Leon Valley was experiencing an increase in the number of juveniles in our City after midnight as well as an increase in the number of calls involving youth disturbances. The State Legislature mandates a three-year review of the juvenile curfew, reference in V. T. C. A. Local Government Code 370.002.

The Police Department has reviewed the Ordinance's effect on the community and on problems the Ordinance was intended to remedy and recommends the continuation of the Juvenile Curfew Ordinance as is in Article 8.02, Division 2 of the City Code, Ordinance 99-034

S.E.E. IMPACT

Social Equity– The purpose of this Ordinance is to regulate and prohibit minors from remaining in public places during certain hours, to protect minors from adult perpetrators of crime, to reduce nocturnal juvenile crime and juvenile delinquency, to promote family responsibility and parental control over their children, and to protect and promote the peace, health, safety, welfare and tranquility of the community.

Economic Development– N/A

Environmental Stewardship – N/A

FISCAL IMPACT

No financing is required

RECOMMENDATION

Approve the continuation of the ordinance establishing a curfew for minors.

Item 7

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

AN ORDINANCE

REPEALING AND REPLACING LEON VALLEY CITY CODE, CHAPTER 27 "MISCELLANEOUS", SECTION 27.400 TO CREATE A NEW SECTION 27.400 AND PROVIDING FOR PENALTIES OF NOT LESS THAN FIFTY (\$50.00) DOLLARS OR MORE THAN FIVE HUNDRED (\$500.00) DOLLARS

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

1. The Leon Valley City Code, Chapter 27 "Miscellaneous", Section 27.400 is hereby repealed and replaced to create a new Section 27.400 to hereafter read as follows:

“§ 27.400 JUVENILE CURFEW

27.401 DEFINITIONS

- a. "Minor" shall mean any person under seventeen (17) years of age.
- b. "Parent" shall mean a person who is the natural or adoptive parent of a person. As used herein, "parent" shall also include a court appointed guardian or other person 18 years of age or older, authorized by the parent, by a court order, or by the court appointed guardian to have the care and custody of a person.
- c. "Guardian" shall mean any person to whom custody of a minor has been given by a court order.
- d. "Emergency" shall include but not be limited to fire, natural disaster, an automobile accident, or obtaining immediate medical care for another person.
- e. "Public place" means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

27.402 OFFENSES

- a. It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the City of Leon Valley between the hours of 12 midnight and 6 A.M.
- b. It shall be unlawful for the parent having legal custody of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in Section 27.402 (a) of this ordinance.

27.403 DEFENSES

It is a defense to prosecution under Section 27.403 of this Chapter that;

- a. The minor was accompanied by his or her parent;
- b. The minor was accompanied by another adult approved by the parents;
- c. The minor was on an emergency errand;
- d. The minor was attending school or religious activity or is going to or coming from a school, religious, or government sponsored activity;
- e. The minor was engaged in a lawful employment activity or is going directly to or coming directly from lawful employment;
- f. The minor was on the sidewalk of the place where such minor resides or on the sidewalk of a place where the minor has permission from his/her parent or guardian to be or on the sidewalk of a next-door neighbor not communicating an objection to the police officer;
- g. The minor was upon an errand directed by his or her parent;
- h. The minor was in a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through the curfew area is the most direct route;
- i. The minor was exercising his or her First Amendment Rights protected by the United States Constitution, including but not limited to the free exercise of religion, freedom of speech, and the right of assembly; and
- j. The minor was married or had been married or had the disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

27.404 ENFORCEMENT PROCEDURE

a. Any police officer, upon finding a minor in violation of Section 27.402 of this ordinance, shall determine the name and address of the minor, and the name and address of his or her parent(s) or guardian(s). A warning notice shall be issued to the minor, who shall be ordered to go home by the most direct means and route. A copy of the notice shall be forwarded to the parent(s) or guardian(s) of the minor advising of the fact that the minor was found in violation of this ordinance, and soliciting cooperation in the future.

b. Provided, that if a police officer shall find a minor in violation of Section 27.402, who has once previously been so found, and warned as in (a) above, the officer shall again record the name and address of the minor and his parent(s) or guardian(s), shall issue a second warning notice and direct the minor to go home by the most direct means and route. Upon a second warning a designee of the City Manager shall schedule a person to person conference with the parent(s) or guardian(s) and the child concerning this curfew ordinance and the City's expectation and requirement for parental control.

c. Any police officer, upon finding a minor in violation of Section 27.402, who has twice previously been found in violation and issued warnings as provided for in (a) and (b) above, shall transfer the case to proper authorities for handling under the provisions of Title 3 of the Family Code. In addition, a complaint will be filed against the parents in Municipal Court for violation of Section 27.402 (b) hereof. The Police Department shall file all necessary legal papers, supply all necessary documentation, and provide necessary testimony as required for pursuing violations of this ordinance by either the minor or by any parent or guardian.

27.405 PENALTY

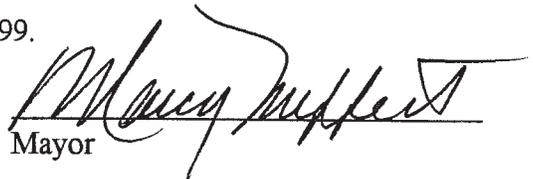
a. Any minor violating the provision of this ordinance shall be guilty of a Class "C" misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of Title 3 of the Texas Family Code.

b. A parent of a minor violating this Ordinance shall be guilty of a misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500).

c. In assessing punishment for either a parent or a child, the Municipal Court Judges are encouraged to consider the community service program".

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

PASSED and APPROVED this the 24th day of August, 1999.


Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

City of Leon Valley
Juvenile Curfew Ordinance
Review

Monday, October 3, 2011

Item #7





Introduction

- In 1994 the City of Leon Valley enacted a Juvenile Curfew Ordinance
 - Established at the request of the Mayor and City Council
 - Was in response to San Antonio creating an similar ordinance
- In 1999 the Juvenile Curfew Ordinance was repealed and replaced with the current ordinance



Introduction

- Per the Local Government Code the State Legislature mandates a three year review of the Juvenile Curfew Ordinance, along with a public hearing



Ordinance Overview

- Under 17 years of age
- Curfew between 12:00 Midnight and 6:00 a.m.
- Has provisions for Juveniles that need to be out
 - With parents, approved by parents, school – religious-government sponsored activity, and lawful employment



Effects of Ordinance Since Last Review

- Since 2008
 - 46 juveniles have been issued Municipal Court Summons for a violation of the curfew



Recommendation

- Staff recommends the continuation of the
Juvenile Curfew Ordinance



City of Leon Valley
Juvenile Curfew Ordinance
Review

Monday, October 3, 2011

Item 7

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN
ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL
AND COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.001. HEALTH CONTRACTS IN BORDER
MUNICIPALITIES OR COUNTIES. The governing body of a
municipality or county that has a boundary that is contiguous
with the border between this state and the Republic of Mexico
may contract with a border municipality or state in the
Republic of Mexico to provide or receive health services.

Added by Acts 1991, 72nd Leg., ch. 769, Sec. 1, eff. Aug. 26,
1991.

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR
ORDINANCE. (a) Before the third anniversary of the date of
adoption of a juvenile curfew ordinance by a general-law
municipality or a home-rule municipality or an order of a
county commissioners court, and every third year thereafter,
the governing body of the general-law municipality or home-
rule municipality or the commissioners court of the county
shall:

(1) review the ordinance or order's effects on
the community and on problems the ordinance or order was
intended to remedy;

(2) conduct public hearings on the need to

continue the ordinance or order; and

(3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a) (1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31, 1995.

Sec. 370.003. MUNICIPAL OR COUNTY POLICY REGARDING ENFORCEMENT OF DRUG LAWS. The governing body of a municipality, the commissioners court of a county, or a sheriff, municipal police department, municipal attorney, county attorney, district attorney, or criminal district attorney may not adopt a policy under which the entity will not fully enforce laws relating to drugs, including Chapters 481 and 483, Health and Safety Code, and federal law.

Added by Acts 1997, 75th Leg., ch. 971, Sec. 1, eff. Sept. 1, 1997.

Sec. 370.004. NOTICE OF DAMAGED FENCE. (a) A peace officer employed by a political subdivision of this state who investigates or responds to an incident in which a motor vehicle damages a fence shall, if the peace officer reasonably believes that the fence is intended to contain livestock or other animals:

(1) immediately determine the owner of the land on which the damaged fence is located; and

(2) notify the owner of the type and extent of the damage, if the owner has registered with the political subdivision in accordance with Subsection (c).

(b) A peace officer is not liable to an owner of land

or any other person for damage resulting from the peace officer's failure to notify the owner under Subsection (a).

(c) A landowner must provide an agency or department of a political subdivision that employs peace officers with the following information if the landowner would like a peace officer of that agency or department to notify the landowner of damage under Subsection (a):

(1) the landowner's name, address, and telephone number; and

(2) the location and a description of the landowner's property.

Added by Acts 2007, 80th Leg., R.S., Ch. 330, Sec. 2, eff. September 1, 2007.

ARTICLE 8.02 MINORS

Division 1. Generally

Secs. 8.02.001–8.02.030 Reserved

Division 2. Curfew[†]

Sec. 8.02.031 Definitions

Emergency. Shall include but not be limited to a fire, a natural disaster, an automobile accident, or obtaining immediate medical care for another person.

Guardian. Any person to whom custody of a minor has been given by a court order.

Minor. Any person under seventeen (17) years of age.

Parent. A person who is the natural or adoptive parent of a person. As used herein, “parent” shall also include a court-appointed guardian or other person 18 years of age or older, authorized by the parent, by a court order, or by the court-appointed guardian to have the care and custody of a person.

Public place. Any place to which the public or a substantial group of the public has access, and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Sec. 8.02.032 Offenses

- (a) It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the city between the hours of 12 midnight and 6 a.m.
- (b) It shall be unlawful for the parent having legal custody of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in subsection (a) of this section.

Sec. 8.02.033 Defenses

It is a defense to prosecution under section 8.02.032 of this division that:

- (1) The minor was accompanied by his or her parent;
- (2) The minor was accompanied by another adult approved by the parents;

- (3) The minor was on an emergency errand;
- (4) The minor was attending a school or religious activity or was going to or coming from a school, religious, or government sponsored activity;
- (5) The minor was engaged in a lawful employment activity or was going directly to or coming directly from lawful employment;
- (6) The minor was on the sidewalk of the place where such minor resides or on the sidewalk of a place where the minor has permission from his/her parent or guardian to be or on the sidewalk of a next-door neighbor not communicating an objection to the police officer;
- (7) The minor was upon an errand directed by his or her parent;
- (8) The minor was in a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through the curfew area is the most direct route;
- (9) The minor was exercising his or her First Amendment rights protected by the United States Constitution, including but not limited to the free exercise of religion, freedom of speech, and the right of assembly; and
- (10) The minor was married or had been married or had the disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.

Sec. 8.02.034 Enforcement

- (a) Any police officer, upon finding a minor in violation of section 8.02.032 of this division, shall determine the name and address of the minor, and the name and address of his or her parent(s) or guardian(s). A warning notice shall be issued to the minor, who shall be ordered to go home by the most direct means and route. A copy of the notice shall be forwarded to the parent(s) or guardian(s) of the minor advising of the fact that the minor was found in violation of this division, and soliciting cooperation in the future.
- (b) Provided that, if a police officer shall find a minor in violation of section 8.02.032 who has once previously been so found and warned as in subsection (a) above, the officer shall again record the name and address of the minor and his parent(s) or guardian(s), and shall issue a second warning notice and direct the minor to go home by the most direct means and route. Upon a second warning, a designee of the city manager shall schedule a person-to-person conference with the parent(s) or guardian(s) and the child concerning this curfew ordinance and the city's expectation and requirement for parental control.
- (c) Any police officer, upon finding a minor in violation of section 8.02.032 who has twice previously been found in violation and issued warnings as provided for in subsections (a) and (b) above, shall transfer the case to proper authorities for handling under the provisions of title 3 of the Family Code. In addition, a complaint will be filed against the parents in municipal court for violation of section 8.02.032(b) hereof. The police department shall file all necessary legal papers, supply all necessary documentation, and provide necessary testimony as required for pursuing violations of this division by either the minor or by any parent or guardian.

Sec. 8.02.035 Penalty

- (a) Any minor violating the provisions of this division shall be guilty of a class C misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of title 3 of the Texas Family Code.
- (b) A parent of a minor violating this division shall be guilty of a misdemeanor, which shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00).
- (c) In assessing punishment for either a parent or a child, the municipal court judges are encouraged to consider the community service program.

(Ordinance adopting Code)

MAYOR AND COUNCIL COMMUNICATION

**DATE: October 3, 2011
M&C: #10-03-11**

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONDUCT A PUBLIC HEARING AND CONSIDER ACTION ON ZONING CASE #2011-387, WITH ATTACHED ORDINANCE, A REQUEST BY BENITO GOMEZ, APPLICANT, TO REZONE APPROXIMATELY 3.578 ACRES OF LAND, FROM R-3 (MULTIPLE-FAMILY DWELLING) TO B-3 (COMMERCIAL) BEING LOT 103, BLOCK 101, CB 4433, VAUGHN-WATSON SUBDIVISION, IN THE 5500 BLOCK OF GRISSOM ROAD

PURPOSE

The applicant and property owner, Benito Gomez, is requesting rezoning of Lot 103, Block 101, CB 4433, of the Vaughn-Watson Subdivision from R-3 (Multiple-Family Dwelling) to B-3 (Commercial) to build an office/warehouse business park.

FISCAL IMPACT

The applicant paid \$960 for application, processing and consideration of the Zoning Case.

RECOMMENDATION

On September 27, 2011 the Zoning Commission recommended *approval* of Zoning Case #2011-387 for rezoning from R-3 (Multiple-Family Dwelling) to B-3 (Commercial). It was noted by the Commission that the request was consistent and compatible with site and surrounding zoning, protected the health, safety and welfare of the general public, and protected the property rights of property owners affected by the zoning change. The vote was 7-0.

S.E.E IMPACT STATEMENT

Social Equity – it is equitable to consider the request of a property owner and the proposed use of their property. The City’s goal is to promote a superior quality of life through outstanding services, high quality education and recreation, thus it is important to evaluate the proper use of property within the City Limits to ensure that these services can be provided.

Environmental Stewardship – the property is vacant and the property owner is encouraged to conserve and preserve all natural resources on the property during development.

Economic Development – the rezoning would create a new business park which would encourage new businesses, generate sales tax, and additional property tax revenues as each unit would have private ownership.

APPROVED:_____

DISAPPROVED:_____

APPROVED WITH THE FOLLOWING COMMENTS:_____

ATTEST:

City Secretary

ORDINANCE

REZONING CERTAIN PROPERTY FROM R-3 (MULTIPLE-FAMILY DWELLING) TO A B-3 (COMMERCIAL) ZONING DISTRICT UPON APPLICATION BY BENITO GOMEZ, APPLICANT AND PROPERTY OWNER.

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

1. Property being described as Lot 103, Block 101, CB 4433, Vaughn-Watson Subdivision, being 3.578 acres of land, located in the 5500 Block of Grissom Road, and more particularly described in case file ZC 2011-387, is hereby rezoned from R-3 (Multiple-family Dwelling) to B-3 (Commercial).
2. The City staff is hereby authorized to issue said zoning when all conditions imposed by the City Council have been addressed and complied with in full.

PASSED and APPROVED this the 3rd day of October 2011.

ATTEST:

City Secretary

Mayor

APPROVED AS TO FORM:

City Attorney



**MINUTES OF THE MEETING OF THE
LEON VALLEY ZONING COMMISSION**

September 27, 2011

The regular meeting of the Leon Valley Zoning Commission convened at 6:30 p.m. on Tuesday, September 27, 2011, in City Council Chambers at 6400 El Verde Road, Leon Valley, Texas.

I. ROLL CALL

Present were Chairman Guerra III, Vice-Chair Wendy Phelps, 2nd Vice-Chair Olen Yarnell, and Members Rich Braune, Hal Burnside, Pedro Esquivel and Mike Davis Jr., and Alternate Members Linda Geraghty, and Carmen Sanchez. Absent and properly excused was Alternate Member Phyllis McMillan. Also present was Kristie Flores, Director of Community Development, acting as recording secretary.

II. APPROVAL OF MINUTES – August 23, 2011

Staff noted that Vice-Chair Wendy Phelps called in a revision to Item VI., "Adjourn," noting that she was not in attendance. Staff stated that the minutes were corrected to reflect that Member Hal Burnside made a motion to adjourn, seconded by Alternate Member Carmen Sanchez and adjourning at 8:03p.m. Commissioner Pedro Esquivel made a motion to approve the minutes as corrected. Commissioner Rich Braune seconded the motion and the motion passed unanimously by voice vote.

III. Zoning Case #2011-387 (Rezone approximately 3.578 acres of land from R-3 (Multiple-Family Dwelling) to B-3 (Commercial) in the 5500 block of Grissom Road

Staff presented the details of Zoning Case #2011-387, noting that Benito Gomez was the applicant and property owner. Staff explained that the request was to rezone approximately 3.578 acres of land from R-3 (Multiple-Family Dwelling) to B-3 (Commercial), being Lot 103, Block 101, CB 4433, Vaughn-Watson Subdivision, located in the 5500 block of Grissom Road. Staff presented the surrounding zoning and the history of the area noting that the property was rezoned from R-1 (Single-Family) to B-3 (Commercial) in 1975, was platted in 1984, and was rezoned again in 2007 from B-3 (Commercial) to R-3 (Multiple-Family Dwelling). Staff noted that the 2009 Master Plan, Section 4CC Grissom Road Corridor, addressed the area in general stating that Land Use in the area encouraged B-3 (Commercial) zoning and consolidation of properties in the area. Staff noted that the applicant's request was consistent and compatible with the Master Plan and surrounding zoning. Staff also noted that the applicant had submitted a preliminary site layout which indicated the use of the property would be a business park, but urged the Commission to look at the request in terms of zoning, and not use, as prescribed by Code. Staff explained that the applicant submitted a Traffic Impact Analysis Worksheet which indicated that the proposed activity would generate less than 100 peak hour trips. Staff stated that five (5) letters had been mailed to property owners within 200-feet and as of that evening none had been received in favor, none were received in opposition and none were returned undeliverable. Staff concluded the presentation and remained available for questions.

Arturo Fux, agent for the applicant, addressed the Commission and noted that the previous investor had rezoned the property from B-3, but was not able to develop the property due to the economy. He also noted that the new owner just wanted to return the property to the previous zoning of B-3 to construct a business park.

2nd Vice-Chair Olen Yarnell was concerned with access to the property and asked the applicant to further explain the access to the property. Mr. Fux referred to the site layout and noted that there would be access from Grissom Road and Timberhill Drive.

Commissioner Rich Braune asked staff if the proposed business park would generate less than 100 peak hour trips. Staff confirmed that it would.

Chairman Guerra III asked the applicant to discuss parking for the business park. Mr. Fux noted that there would be parking space for each office/warehouse. Staff noted that the site layout prepared by the applicant was very preliminary and would require a site plan with more detail which had adequately striped parking spaces measuring the standard 9-feet by 18-feet. Staff further explained that all of the required overlay standards and building standards would be reviewed at the permitting stage.

Chairman Guerra III opened the public hearing at 6:41 p.m. being no discussion; the public hearing was closed at 6:42 p.m.

2nd Vice Chair Olen Yarnell noted concerns with the ingress and egress to the property due to the hill and alignment of the proposed ingress/egress and explained how it was a visual barrier and had the potential to create accidents. He also noted that he had spoken to the Chief of Police Randall Wallace and he too agreed that the ingress/egress could be problematic. Staff explained that in the development of this lot staff and the applicant would work together to find the best ingress/egress layout for the site and even look at shared access with the adjacent *U-HAUL*. Staff also noted that the complete site plan and building permit request would be reviewed by all City Departments Police, Fire, Public Works, Engineering and Development.

Commissioner Hal Burnside noted that the access would be a concern whether the property was developed R-3 or B-3.

2nd Vice-Chair Yarnell noted that he did not have an issue with the rezoning; he was just very concerned about the ingress/egress and wanted to be sure it was addressed.

Commissioner Pedro Esquivel made a motion to recommend approval of Zoning Case #2011-387, stating that it was consistent and compatible with site and surrounding zoning, protected the health, safety and welfare of the general public and protected the property rights of all property owners affected by the zoning change. Commissioner Rich Braune seconded the motion and the motion passed, 7-0.

IV. Discussion of the 2007 Master Plan Revisions, the Timeline for Completion of the Revisions, and Recommendation Forwarding a Letter to the Mayor and Council Regarding Master Plan Revision Initiation

Staff noted that it was time to begin reviewing and revising the 2007 Master Plan. Staff explained that per the Zoning Code, the Commission was to initiate review of the Master Plan every four (4) years which was presently 2011. **Staff explained that part of the reason that the Master Plan was being discussed was because Commissioner Mike Davis had noted to City Council in regard to Zoning Case #2011-386 for the rezoning along Blackberry Drive that the Master Plan did not appear to be up-to-date with the zoning trends that were occurring in the area, so the Council asked staff and Chairman Guerra III to address the concern with the Zoning Commission.**

Staff noted that the Master Plan revisions could be initiated and this concern could be addressed as the Plan was being reviewed.

Commissioner Mike Davis Jr., noted that the Master Plan was the **2009 Master Plan**; staff noted the correction and stated that since it was the **2009 Master Plan** the revisions would not be due until **October of 2013**.

The Zoning Commission recommended initiating the Master Plan review and revisions in **January 2012**. All members and alternates were in agreement. Staff noted that a memo would be prepared in reference to the concern to update the Mayor and City Council.

Staff suggested that since Master Plan revisions would not begin in October 2011, staff would provide a Zoning Workshop for the newest Members of the Commission and which would also act as a refresher for the rest of the Commission. The Commission agreed unanimously and also asked for staff to have a bullet point discussion of the Master Plan revisions they were to begin in 2012 as well.

V. Executive Session in Accordance with the Texas Local Government Codes

There was neither item, nor action necessary for this session.

VI. ADJOURN

Member Rich Braune made a motion to adjourn, seconded by Pedro Esquivel. The motion carried by voice vote and the meeting was adjourned at 7:15 p.m.

CHAIRMAN

STAFF

DRAFT

CASE WORKSHEET
Zoning Case No. ZC 2011-387

Applicant:	Benito Gomez, applicant and property owner.
Request:	To rezone 3.578 acres of land from R-3 (Multiple-Family Dwelling) to a B-3 (Commercial) zoning district (att.1&2).
Site:	Lot 103, Block 101, CB 4433, Vaughn-Watson Subdivision, in the 5500 block of Grissom, in the City of Leon Valley, Bexar County, Texas (att. 3).
Surrounding Zoning and Land Use:	Surrounding zoning consists of: To the north, developed B-3 (Commercial), currently <i>NISD</i> and coded exempt; to the south undeveloped B-3 (Commercial) and the City of San Antonio; to the east, undeveloped R-3A (Multiple-Family Retirement) and developed R-6 (Garden Home); and to the west developed B-3 (Commercial) <i>U-HAUL Facility</i> (att.4)
History:	<ul style="list-style-type: none"> ▶ 1975 - rezoned from R-1 (Single-Family Dwelling) to B-3 (Commercial) ▶ 1984 - platted as Vaughn-Watson Subdivision ▶ 2007 - rezoned from B-3 (Commercial) to R-3 (Multiple-Family Dwelling)
Master Plan:	The 2003 Master Plan, Sections 4CC Grissom Road Corridor addresses this area in general, stating that Land Use in this area encourages B-3 (Commercial) zoning in the Leon Valley Addition (LVA) lots northwest of Grissom Road and encourages consolidation of properties and development in the area.
Staff Comments:	<ol style="list-style-type: none"> 1) The applicant's request appears to be consistent and compatible with the Master Plan and site and surrounding zoning. The property is surrounded on two (2) sides by B-3 (Commercial) zoning and on one (1) side by R-3A (Multiple-Family Retirement). 2) Both R-3 and B-3 zoning designations appear to be compatible with this area. 3) The applicant has provided a preliminary building site plan solely for informational purposes. Please be advised that the rezoning consideration should only be concerned with consistency and compatibility with the site and surrounding zoning and should be <u>not</u> be based on use of the property. 4) The applicant submitted a Traffic Impact Analysis which indicated that the proposed use will generate less than 100 peak hour trips.
<p>Letters Mailed and Responses Received from Property Owners within 200-feet</p> <p style="margin-left: 100px;"> <u>5</u> Mailed <u>0</u> In Favor <u>0</u> Opposed <u>0</u> Total responses received as of September 23, 2011 <u>0</u> Returned, unable to deliver </p>	

RECOMMENDATION: On September 27, 2011 the Zoning Commission recommended APPROVAL of the request by a vote of 7-0.

Attachments: 1) application 2) land use statement 3) location map 4) zoning map 5) building site layout

LEON VALLEY

ZONING APPLICATION FORM (please print or type in black)

Personal Information

Name of Applicant: Benito Gomez
Address: 4 Tournament Green, San Antonio TX 78257
Phone No: Home () Work (210) 445-1209 Fax (210) 775-5338

Status (check one): Owner Agent (if agent, attach notarized Letter of Authorization)

Property Description

Address: 5500 Block of Grissom
Legal Description: Multiple-Family Dwelling District
Current Zoning: R-3 Requested Zoning: B-3
Existing Property Use or State None: None
Acreage and/or Square Footage: 3.578
Does owner own adjacent property? Yes No
List Existing Structures: None
and/or Existing Uses: None

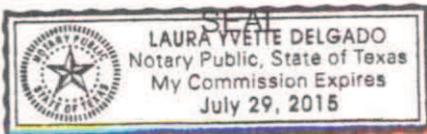
I hereby certify that I have read and examined this application and the attached instruction sheet and know the information I have provided to be true and correct. All provisions of laws and ordinances governing this application will be complied with whether specified herein or not. The granting of a zoning change does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the use of the property.

Signature of Applicant

Date

BEFORE ME, A Notary Public in and for Texas, on this date personally appeared Benito Gomez (Applicant) who duly states that all facts on this application are true to the best of his/her knowledge.

SWORN TO and SUBSCRIBED before me this 3rd day of August, 2011.



Notary Public, Bexar County, Texas
My Commission expires: 7/29/2015

LAND USE STATEMENT

Re: 5500 Block of Grissom

Previously, this lot was classified as B-3. During 2007, as part of their due diligence, a group of investors requested and was granted the change to Zoning R-3. Due to the Economic downturn, that group was not able to pursue this project.

The purpose of this request is to change the Zoning classification back to B-3 and allow us to build a Business Park that will be beneficial to Investors, Community, and City of Leon Valley.

Concept:

Horizontal Business Park designed for local entrepreneurs. This new development will look to attract businesses that will benefit from a functional design at an affordable price.

Description:

- 36 sites divided in three clusters.
- Square footage per site: 1000 – 1250 ft
- Office/Warehouse/Restroom unless otherwise specified
- Light use only
- Gated Entrance



ATT 5



City of Leon Valley City Council

Zoning Case #2011-387- a Request
to Rezone Approximately 3.578 acres
of land, from R-3 (Multiple-Family
Dwelling) to B-3 (Commercial)

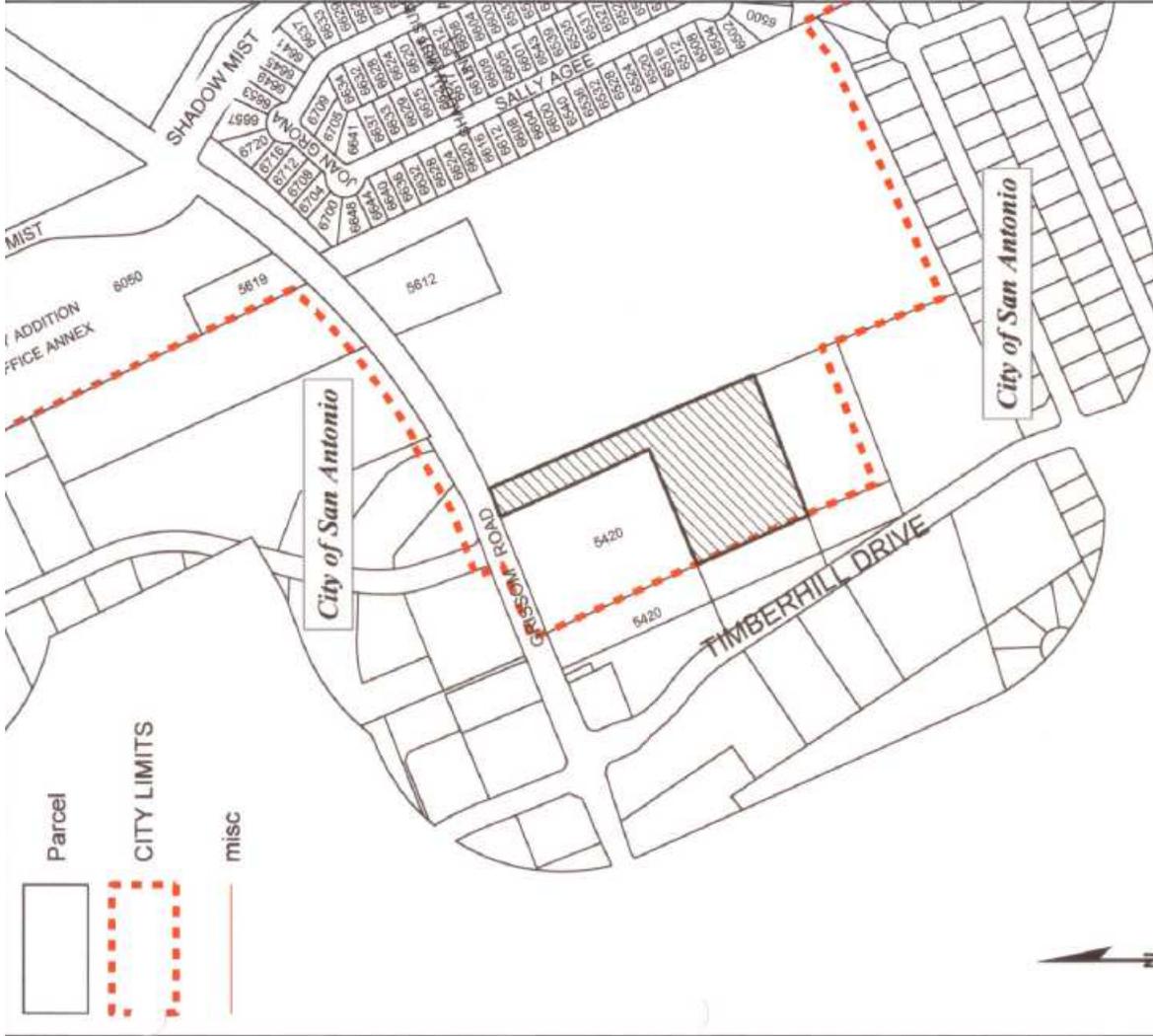
October 3, 2011

Item 8



Request & Site

- Applicant/Property Owner: Benito Gomez
- Rezone Approximately 3.578 acres from R-3 (Multiple-Family Dwelling) to B-3 (Commercial)
- Lot 103, Block 101, CB 4433, Vaughan-Watson Subdivision
- 5500 block of Grissom Road



Zoning Case #2011-387
 A Request by Benito Gomez, Applicant and Property Owner,
 to Rezone 3.587 acres of Land from R-3 (Multiple-Family Dwelling)
 to B-3 (Commercial) in the 5500 block of Grissom Road



Zoning Case #2011-387

A Request by Benito Gomez, Applicant and Property Owner,
 to Rezone Approximately 3.578 acres of land from
 R-3 (Multiple-Family Dwelling) to B-3 (Commercial) in the
 5500 Block of Grissom Road



History

- 1975 – rezoned from R-1 (Single-Family Dwelling) to B-3 (Commercial)
- 1984 – platted as the Vaughn-Watson Subdivision
- 2007 – rezoned from B-3 (Commercial) to R-3 (Multiple-Family Dwelling)



2009 Master Plan

- 4CC Grissom Road Corridor addresses the area in general, stating that Land Use in the area encourages B-3 (Commercial) zoning and consolidation of properties in this area



Comments

- The request is consistent and compatible with the Master Plan and site and surrounding zoning
- The applicant submitted a Traffic Impact Analysis Worksheet which indicated that the proposed activity will generate less than 100 peak hour trips



Property Owner's – 200-foot

- 5 Letters Mailed
- 0 Received in FAVOR
- 0 Received in OPPOSITION
- 0 Returned Undeliverable



ZC Recommendation

- On September 27, 2011 the Zoning Commission recommended APPROVAL of the requested Zoning Change (R-3 to B-3) by a vote of 7-0.



City of Leon Valley City Council

Zoning Case #2011-387- a Request
to Rezone Approximately 3.578 acres
of land, from R-3 (Multiple-Family
Dwelling) to B-3 (Commercial)

October 3, 2011



MAYOR AND COUNCIL COMMUNICATION

**DATE: October 3, 2011
M&C # 10-04-11**

TO: MAYOR AND CITY COUNCIL

SUBJECT: AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH THE CITY OF LEON VALLEY'S PUBLIC LIBRARY ARCHITECT OF RECORD, RICHARD MOGAS & ASSOCIATES, ARCHITECT A.I.A. INC., FOR THE DESIGN OF THE CHILDREN'S LIBRARY WING AT THE CITY OF LEON VALLEY PUBLIC LIBRARY (LIBRARY ARCHITECTURE DESIGN SERVICE CONTRACT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENT IN THE AMOUNT NOT TO EXCEED \$46,980.

PURPOSE

To enter into a design agreement with Richard Mogas & Associates, Architect A.I.A. Inc. the architect of record for the purpose of completing the expansion and authorizing the City Manager to represent the City. Mr. Mogas has completed the first phase of the design plan funded by the Kronkosky Planning Grant awarded to the Friends of the Leon Valley Public Library. The firm has previous experience with the City in several projects. Final architectural plans are necessary to proceed with the project. Final plans also are an important part of grant writing and fundraising for the project.

Library Reserve \$46,980

S.E.E. IMPACT

Social Equity – Equally impacts all citizens of Leon Valley by improving public library services, life long educational, recreational and cultural opportunities for all ages. The project is a collaborative community project benefiting residents and all stakeholders.

Economic Development – The public library serves as a catalyst for economic development, in part because of a reputation as an inviting and safe community asset. Library programs and services aid local economies by providing valuable information to entrepreneurs, supporting education and early literacy, and helping job-seekers to improve their skills and find employment.

Environmental Stewardship – Construction will result in improved building energy efficiency. The architect's use of sustainable elements in construction including cisterns for water conservation, will demonstrate the City's commitment to sound environmental practices.

FISCAL IMPACT

Funding will come from the Library Reserve which contains sufficient funds for the agreement.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS: _____

ATTEST:

Janie Willman, City Secretary

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of September
in the year Two Thousand & Eleven
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF LEON VALLEY
6400 EL VERDE RD.
LEON VALLEY, TX 78238

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

RICHARD MOGAS & ASSOCS. ARCHITECT A.I.A. INC.
317 LEXINGTON, SUITE #4
SAN ANTONIO, TX 78215
PH. 210.226.2220

for the following Project:
(Name, location and detailed description)

LEON VALLEY LIBRARY ADDITION (4,000 S.F.)
6425 EVERS RD. LEON VALLEY, TEXAS 78238
SEE EXHIBIT "A" ATTACHED

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

SEE EXHIBIT "A" ATTACHED

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:
PENDING COMPLETE FUNDING
- .2 Substantial Completion date:
PENDING

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

\$ 1,000,000.00 (ONE MILLION DOLLARS)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	
§ 4.1.2	Multiple preliminary designs	
§ 4.1.3	Measured drawings	
§ 4.1.4	Existing facilities surveys	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	
§ 4.1.6	Building information modeling	
§ 4.1.7	Civil engineering	
§ 4.1.8	Landscape design	
§ 4.1.9	Architectural Interior Design (B252™–2007)	
§ 4.1.10	Value Analysis (B204™–2007)	
§ 4.1.11	Detailed cost estimating	
§ 4.1.12	On-site project representation	
§ 4.1.13	Conformed construction documents	
§ 4.1.14	As-designed Record Drawings	
§ 4.1.15	As-constructed Record Drawings	
§ 4.1.16	Post occupancy evaluation	
§ 4.1.17	Facility Support Services (B210™–2007)	
§ 4.1.18	Tenant-related services	
§ 4.1.19	Coordination of Owner’s consultants	
§ 4.1.20	Telecommunications/data design	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	
§ 4.1.22	Commissioning (B211™–2007)	
§ 4.1.23	Extensive environmentally responsible design	
§ 4.1.24	LEED® Certification (B214™–2007)	
§ 4.1.25	Fast-track design services	
§ 4.1.26	Historic Preservation (B205™–2007)	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty five (25) visits to the site by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within N/A () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

THE CLIENT AND ARCHITECT AGREE TO PRELIMINARY PROJECT COST OF \$540,000.00 OR \$135/S.F. SO THAT A FEE CAN BE ESTABLISHED AS FOLLOWS:

PRELIMINARY PROJECT COST \$540,000.00 X 8.7% ARCHITECT'S FEE = \$46,980.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

PRINCIPAL ARCHITECT	\$150/HOUR
ARCHITECTURAL INTERN	\$65/HOUR
ADMINISTRATION	\$45/HOUR

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

SEE 11.2

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	ZERO percent (0 %)
Design Development Phase:	THIRTY percent (30 %)
Construction Documents Phase:	FIFTY percent (50 %)
Bidding or Negotiation Phase:	FIVE percent (5 %)
Construction Phase:	FIFTEEN percent (15 %)

Total Basic Compensation: one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

SEE 11.2

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus FIFTEEN percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of

TWO THOUSAND FIVE HUNDRED

Dollars

(\$2,500.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

NINETY (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

N/A

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

SEE EXHIBIT A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*


ARCHITECT *(Signature)*

(Printed name and title)

RICHARD H. MOGAS - PRESIDENT

(Printed name and title)

Init.



AIA[®]

Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

LEON VALLEY LIBRARY ADDITION (4,000 S.F.)
6425 EVERS RD. LEON VALLEY, TEXAS 78238

THE OWNER:

(Name, legal status and address)

CITY OF LEON VALLEY
6400 EL VERDE RD.
LEON VALLEY, TX 78238

THE ARCHITECT:

(Name, legal status and address)

RICHARD MOGAS & ASSOCS. ARCHITECT A.I.A. INC.
317 LEXINGTON, SUITE #4
SAN ANTONIO, TX 78215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

REQUESTED 4,000 S.F. ADDITION AS REPRESENTED IN THE ARCHITECTS PRELIMINARY DESIGN COMPLETED UNDER A PREVIOUS CONTRACT DATED AUG. 4, 2005.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

A 4,000 S.F. +/- ADDITION TO THE EXISTING MAIN LIBRARY LOCATED AT 6425 EVERS RD. THE ADDITION WILL HOUSE THE CHILDRENS WING, A MEETING ROOM AND NEW TOILET FACILITIES.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

\$540,000.00

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

N/A

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

COMPETITIVE BID

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

MAYOR, CITY MANAGER AND CITY COUNCIL
CITY OF LEON VALLEY

§ A.2.3 The Owner will retain the following consultants and contractors:

(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

RICHARD MOGAS

PRINCIPAL ARCHITECT

P 210.226.2220

317 LEXINGTON SUITE #4, SAN ANTONIO, TX 78215

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

ACCUTECH CONSULTING LLC - STRUCTURAL ENGINEERS

909 N.E. LOOP 410, SUITE 900

SAN ANTONIO, TX 78209

.2 Mechanical Engineer

HMG AND ASSOCIATES INC.

70 N.E. LOOP 410, SUITE 1070

SAN ANTONIO, TX 78216

- .3 Electrical Engineer
HMG AND ASSOCIATES INC.
70 N.E. LOOP 410, SUITE 1070
SAN ANTONIO, TX 78216

§ A.2.5.2 Consultants retained under Additional Services:

WITH OWNER'S CONSENT:

C2 LANDGROUP
LANDSCAPE ARCHITECT
CHAD STRANAHAN
210.269.5454

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)



Mayor and City Council Meeting October 3, 2011

Library Architecture Design Service Contract

Item 9



Purpose

Considering entering into a design agreement with the architect of record for the Leon Valley Public Library Children's Wing Addition, Richard Mogas, A.I.A. & Associates Inc., for the purpose of completing this expansion and authorizing the City Manager to represent the City.



Funding

There are funds budgeted in the Fiscal Year 2012 Budget for the Leon Valley Public Library for the purpose of constructing a 4,000 square foot Children's Expansion:

Capital Reserve	\$150,000
Library Reserve	\$ 56,313
Friend's Funds	\$130,000

Fundraising and grant writing continues to raise the additional funds necessary to complete the project. Architectural plans are needed to proceed with the project.



Recommendation

Staff recommendation is to authorize the City Manager to enter into an agreement with Richard Mogas & Associates, Architect A.I.A. Inc. for the purpose of completing the Leon Valley Public Library Children's Wing Expansion.





Mogas Architects has been in San Antonio for the past 32 years and is the winner of 2 San Antonio Conservation Society Awards for restoration and adaptive use of historic buildings.





Prior City Project Experience

The City of Leon Valley has utilized the professional services of Mr. Mogas and his firm in previous City projects:

The current Library facility and the pedestrian elements that join it and the green space in the Commons, Conference and Community Center with Raymond Rimkus Park.



Additional City of Leon Valley & other Public Library Projects

Kinman House restoration &
landscaping

City Hall Addition including Mayor's
Office, Manager's Office and
Conference Room

Landa Library and San Pedro
Library stabilization projects.



Mr. Mogas also participated in the Friends of the Library Kronkosky Planning Grant for the Children's Wing. He attended numerous planning sessions and public meetings to solicit citizen input for the proposed addition. The Friends have been very pleased with their association with Mr. Mogas.



S.E.E.

Social Equity – Equally impacts all citizens of Leon Valley by improving public library services, life long educational, recreational and cultural opportunities for all ages. The project is a collaborative community project benefiting residents and all stakeholders.



S.E.E.

Economic Development – The public library serves as a catalyst for economic development, in part because of a reputation as an inviting and safe community asset. Library programs and services aid local economies by providing valuable information to entrepreneurs, supporting education and early literacy, and helping job-seekers to improve their skills and find employment.



S.E.E.

Environmental Sustainability – Construction will result in improved building energy efficiency. The architect's use of sustainable elements in construction including cisterns for water conservation, will demonstrate the City's commitment to sound environmental practices.



Fiscal Impact

The proposed contract for the project is based on the preliminary project cost of \$540,000 or \$135/S.F.

Architect's fee is 8.7% = \$46,980

Funding is available for the fee in Library Reserve or Friends contribution from Building Fund.

Item 10

MAYOR AND COUNCIL COMMUNICATION

**DATE: October 3, 2011
M&C: # 10-05-11**

TO: MAYOR AND CITY COUNCIL

SUBJECT: UPDATE ON PROGRESS OF TOWN CENTER PROJECT

PURPOSE

The purpose of this agenda item is to update the City Council on the ongoing progress of the Town Center Project as many of the processes related to establishing the Town Center Project transpire on a continuum. This agenda item will be placed on the City Council's Discussion Agendas until the Project is completed.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Not applicable.

S.E.E. IMPACT STATEMENT

Social Equity: The City of Leon Valley City Administration affirms its commitment to a superior quality of life by responding to the governing body, citizens, and businesses in fair, prompt, and consistent manner. Maintaining open communication regarding the progress of ongoing community projects is a further demonstration of the City Council's commitment to social equity.

Economic Development: The City of Leon Valley through its ongoing commitment to the Town Center Project is establishing a physical identity and promotes economic development opportunities through a mixed-use development in a town-centered design including pedestrian friendly connections.

Environmental Stewardship: The City of Leon Valley demonstrates its commitment to becoming carbon-neutral by conserving and preserving natural resources and enhancing the environment through its defined town-centered design for community and business gatherings and therein reducing the need to drive from location to location for a variety of retail and social opportunities.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING COMMENTS: _____

ATTEST:

Janie Willman, City Secretary

Executive Session A

MAYOR AND COUNCIL COMMUNICATION

DATE: October 3, 2011
M&C #: **10-06-11**

TO: MAYOR AND CITY COUNCIL

SUBJECT:

The City Council of the City of Leon Valley will Convene in Executive Session Pursuant to Section 551.072, Deliberations about Real Property, to Deliberate the Purchase, Exchange, Lease, or Value of Real Property Regarding the Leon Valley Town Center Project, to Receive, Review, Discuss Information Regarding the Leon Valley Town Center Project Agreement Negotiations.

PURPOSE

City Manager Longoria will brief the City Council in Executive Session regarding the Town Center Project.

S.E.E IMPACT

Social Equity – The attorney consultation contract is an integral part of how citizens are equally represented in the municipal government process.

Economic Development – Responsible city governments that uphold the tradition of good governance will and do attract community and economic development.

Environmental Stewardship – Not applicable

FISCAL IMPACT

None at this time.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

Janie Willman, City Secretary

MAYOR AND COUNCIL COMMUNICATION

DATE: October 3, 2011
M&C #: **10-07-11**

TO: MAYOR AND CITY COUNCIL

SUBJECT:

The City Council of the City of Leon Valley will Convene in Executive Session Pursuant to Section 551.071, Consultation with Attorney, McKamie Krueger, L.L.P., Regarding Litigation – Demand Letter from Larry Little Counsel.

PURPOSE

This agenda item was placed on the City Council's October 3, 2011 agenda at the recommendation of the City Attorney in the event the need to discuss this matter more in depth arises following the City Council's special meeting of September 27, 2011.

S.E.E IMPACT

Social Equity – The attorney consultation contract is an integral part of how citizens are equally represented in the municipal government process.

Economic Development – Responsible city governments that uphold the tradition of good governance will and do attract community and economic development.

Environmental Stewardship – Not applicable

FISCAL IMPACT

None at this time.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

Janie Willman, City Secretary