

## NOTICE OF PUBLIC MEETING

*Aviso de Asamblea Pública*

### AGENDA

*Orden del día*

### LEON VALLEY CITY COUNCIL MEETING

*Asamblea del Concejo Municipal de Leon Valley*

**FEBRUARY 19, 2013, 7:00 P.M.**

*el 19 de febrero de 2013, a las 7:00 P.M.*

**LEON VALLEY CITY HALL, CITY COUNCIL CHAMBERS**

*Ayuntamiento de la Ciudad de Leon Valley*

*Despacho del Concejo Municipal*

**6400 EL VERDE ROAD, LEON VALLEY, TEXAS 78238**

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

**ASAMBLEA REGULAR DEL CONCEJO MUNICIPAL DE LA CIUDAD DE LEON VALLEY, 7 PM**

1. **Call the City of Leon Valley Regular City Council Meeting to Order, Determine a Quorum is Present, and Pledge of Allegiance.** *Declarar constituida la asamblea regular del Concejo Municipal de la Ciudad de Leon Valley; determinar que haya quórum presente y recitar la Promesa de Lealtad a la patria. (Mayor Riley)*
2. **Tribute to Former City Councilman Al Baldridge. (Mayor and City Council)** *Tributo a Al Baldridge, ex-concejero municipal. (Alcalde y Concejo Municipal)*
3. **Introduction of Interim Fire Chief Luis Valdez.** *Presentación de Luis Valdez, Jefe de Bomberos Interino (Longoria)*
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. *Opiniones de los ciudadanos y tiempo para objeciones al Orden del día aprobado. El segmento de "Opiniones de los ciudadanos" es una oportunidad para que el Concejo Municipal reciba información sobre los asuntos que pudieran ser motivo de inquietud para el público. El objetivo de esta disposición de la Ley de Asambleas Abiertas es asegurar que el público siempre reciba aviso oportuno de los temas que serán discutidos por el Concejo. Si un miembro del público presenta un tema al Concejo que no fue publicado en el orden del día de esa asamblea, el Concejo puede recibir la información pero no puede tomar una decisión al respecto en esa asamblea. Es probable que el personal se ponga en contacto con la persona que solicitó*

la información o se le pida que incluya el asunto en el orden del día de una fecha posterior para consideración del Concejo.

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

*Nota:* El Concejo Municipal no podrá debatir los asuntos que no estén en el orden del día ni podrán tomarse medidas sobre dichos asuntos en este momento; sin embargo, el Concejo Municipal podría presentar respuestas objetivas a los temas presentados por los ciudadanos [Opinión del Procurador General – JC 0169].

**Consent Agenda**  
**Orden del día aprobado**

5. **Consider Approval of the Meeting Minutes of the Regular City Council Meeting of February 5, 2013. Considerar la aprobación de las Minutas de la Asamblea de la Asamblea Regular del Concejo Municipal del 5 de febrero de 2013. (Willman)**
6. **Consider Action on a Resolution Ordering a General Election in the City of Leon Valley, Texas, to be Held Jointly with Bexar County for the Joint, General and Special Elections on the 11<sup>th</sup> Day of May, 2013, for the Purpose of Electing Three Members of the City Council, Places 1, 3, and 5, by the Qualified Voters of the City of Leon Valley and Providing Details to the Conduct of Holding the Election, M&C # 02-07-13. Considerar la toma de medidas sobre una Resolución que ordene que se lleven a cabo Elecciones Generales en la Ciudad de Leon Valley, Texas, junto con las del Condado de Bexar, para la realización de Elecciones Conjuntas, Generales y Especiales, el día 11 de mayo de 2013, con el fin de que los electores calificados de la Ciudad de Leon Valley elijan a tres miembros del Concejo Municipal de Leon Valley para los puestos 1, 3 y 5; y proporcione los detalles acerca de la realización y celebración de las elecciones, M&C # 02-07-13. (Willman)**
7. **Consider Action on an Ordinance Authorizing the City Manager to Enter into a Master Advance Funding Agreement (MAFA) with the Texas Department of Transportation (TXDOT) for the Purpose of Obtaining Future Transportation Related Grant Funds from TXDOT, M&C # 02-08-13. Considerar la toma de medidas sobre una Ordenanza que autorice al Presidente Municipal a celebrar un acuerdo “Master Advance Funding Agreement (MAFA)” con el Departamento de Transporte de Texas (TXDOT) con el fin de obtener fondos de subvención de TXDOT relacionados con el transporte en el futuro, M&C # 02-08-13. (Smith)**
8. **Consider Action on a Resolution Authorizing the Submission of an Application to the Bexar County Community Development Block Grant Program for the Construction of ADA-Compliant Curb Ramps and Sidewalks on Hodges and Althea Drives at an Estimated Project Cost of \$230,275, and Authorizing the City Manager to Act on Behalf of the City of Leon Valley in All Matters Related to the Application; and Pledging that if a Grant is Received, the City of Leon Valley Will Comply with the Grant Requirements, M&C # 02-09-13. Considerar la toma de medidas sobre una Resolución que autorice la presentación de una solicitud al programa “Community Development Block Grant Program” del Condado de Bexar para la construcción de rampas en el borde de las aceras y banquetas que cumplan con los requerimientos de la ADA en Hodges and Althea Drives a un costo de proyecto de aproximadamente \$230,275, y autorizar al Presidente Municipal a que actúe en representación de la Ciudad de Leon Valley en todos los asuntos relacionados con esta solicitud; y prometer que si se recibe una subvención, la Ciudad**

de Leon Valley acatará los requerimientos de dicha subvención, M&C # 02-09-13. (Marisa Flores)

**Regular Agenda**  
**Orden del día regular**

9. Consider Action on an Ordinance Authorizing the City Manager to Enter into a Contract with Crownhill Builders, Inc. For the Leon Valley Public Library Children's Wing Expansion at a Not to Exceed Amount of \$533,000 with a \$10,000 Contingency for a Total of \$543,000 and Approval of Budget Adjustments for Administrative Purposes and to Fully Fund the Project in the Correct Fund, M&C # 02-10-13. *Considerar la toma de medidas sobre una Ordenanza que autorice al Presidente Municipal a celebrar un contrato con Crownhill Builders, Inc., para la Expansión del área infantil de la Biblioteca Pública de Leon Valley a un monto que no exceda \$533,000, más \$10,000 en caso de eventualidades para un total de \$543,000; y la aprobación de ajustes en el Presupuesto para fines administrativos y proporcionar fondos íntegros para el proyecto en el fondo correcto, M&C # 02-10-13. (Longoria)*
10. Consider Action Approving an Increase to the Committed Fund Balance in the General Fund for Natural/Man-Made Disasters By \$100,000., M&C # 02-11-13. *Considerar la toma de medidas para aprobar un aumento de \$100,000 al saldo del fondo comprometido en el Fondo General para Desastres naturales/provocados por el hombre, M&C # 02-11-13. (Wallace)*
11. Consider Action on an Ordinance, Repealing And Replacing Appendix A Fee Schedule Article A11.000 Water And Sewer Fees Section A11.001 And Providing A Conflicts Provision, A Request To Approve Sanitary Sewer Rate Increases For Fiscal Year 2013 (FY13) by 4.75 Percent Effective With the April 2013 Billings, M&C # 02-12-13. *Considerar la toma de medidas sobre una Ordenanza para revocar y reemplazar un Programa de tarifas del Apéndice A, Sección A11.001 del Artículo A11.000 de Tarifas de agua y alcantarillado; Una petición para aprobar un aumento del 4.75 por ciento en las tarifas del Alcantarillado Sanitario para el año fiscal del 2013 (FY13), que entre en vigor en las facturas de abril del 2013, M&C # 02-12-13. (Marisa Flores)*
12. Consider Action on an Ordinance Establishing the Authority and Rights, Structure and Membership, Including City Council Liaison Assignments, Duties and Responsibilities, and Sunset Provision for the Recommended Committees; Communication, Branding, and Festival, Arising January 26, 2013 Town Hall Meeting, M&C # 02-13-13. *Considerar la toma de medidas sobre una Ordenanza que establezca la autoridad y los derechos, la estructura y membresía, incluyendo las designaciones de enlace del Concejo Municipal, los deberes y las responsabilidades, así como la Cláusula con fecha de expiración para los Comités recomendados; Comunicación, desarrollo de marcas y el festival, que se deriven de la Asamblea del Ayuntamiento Municipal del 26 de enero de 2013, M&C # 02-13-13. (Willman)*

**Discussion Agenda**  
**Orden del día para discusión**

13. City Manager's Report. *Informe del Presidente Municipal. (Longoria)*

- A. Defensive Space at the Natural Area.** *Espacio requerido para control y reducción de incendios en áreas naturales.*
- B. Low Impact Development Project for Evers Road.** *Proyecto de Desarrollo de Bajo Impacto para Evers Road.*
- C. Monthly Departmental Reports.** *Informes mensuales de los Departamentos.*
- D. Financial Statement for the Month of January, 2013.** *Estado financiero del mes de enero de 2013. (Wallace)*
- E. Future Agenda Items.** *Temas futuros del orden del día.*
- (1) Consider Action on a Resolution Authorizing the City Manager to Execute a Lease with Mauricio Romero for the Kinman House at 6417 Evers Road, Leon Valley, TX., March. *Considerar la toma de medidas sobre una Resolución que autorice al Presidente Municipal a celebrar un contrato de arrendamiento con Mauricio Romero para Kinman House en 6417 Evers Road, Leon Valley, TX., en marzo.*
  - (2) Consider Action on an Ordinance Authorizing the City Manager to Execute a Contract with a Service Provider for Construction Manager at Risk for the Municipal Facilities Improvement Project, May, 2013. *Considerar la toma de medidas sobre una Ordenanza que autorice al Presidente Municipal a celebrar un contrato con un proveedor de servicios para gerente de riesgo en la construcción para el Proyecto de mejoramiento de las instalaciones municipales.*
  - (3) Texas Department of Transportation Presentation on Super Street Model. *Presentación del Modelo "Superstreet" del Departamento de Transporte de Texas.*
- 14. Citizens to be Heard.** *Opiniones de los ciudadanos.*
- 15. Announcements by the Mayor and Council Members.** *Anuncios del Alcalde y los concejales.*
- 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. *En este segmento, los informes sobre temas de interés comunitario sobre los cuales no se tomarán medidas, podrían proporcionarse al público de acuerdo al Capítulo 551.0415 del Código Gubernamental, como por ejemplo: las expresiones de agradecimiento, felicitación o condolencias; información sobre los días festivos; recordatorios de eventos sociales, comunitarios o ceremonias que se organizaron o patrocinaron por el cuerpo directivo o a las que asistió o asistirá un concejal de Leon Valley o un funcionario municipal.*
- **Earthwise Living Day, Saturday, February 23, 2013.** *"Earthwise Living Day" el sábado 23 de febrero de 2013.*
  - **Leon Valley Public Library Children's Wing Groundbreaking Ceremony, February 23, 2013, 2:15 p.m.** *Ceremonia de inicio de construcción del área infantil de la Biblioteca Pública de Leon Valley el 23 de febrero de 2013.*

**Executive Session**

Sesión Ejecutiva

16. **The City Council will Convene in Executive Session Pursuant to Section 551.072, as authorized by the Texas Government Code, Deliberations about Real Property, To Deliberate the Purchase, Exchange, Lease, or Value of Real Property, and Reconvene into Open Session to Take Any Necessary Action Arising from the Executive Session, M&C # 02-14-13.** *El Concejo Municipal se congregará en sesión ejecutiva conforme a la Sección 551.072, según autorizado por el Código de Gobierno de Texas, Deliberaciones sobre bienes raíces, deliberar sobre la compra, intercambio, arrendamiento o valor de bienes raíces, y se reunirá de nuevo en Sesión Abierta para tomar las medidas necesarias que se deriven de la Sesión Ejecutiva, M&C # 02-14-13.*
17. 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). *El Concejo municipal de la Ciudad de Leon Valley se reserva el derecho de diferir a Sesión Ejecutiva en cualquier momento durante el transcurso de esta asamblea con el fin de discutir cualquiera de los asuntos indicados en el orden del día publicado anteriormente, según lo autorizan las siguientes secciones del Código gubernamental de Texas: Sección 551.071 (consulta con un abogado), Sección 551.072 (deliberaciones sobre bienes raíces), Sección 551.073 (deliberaciones sobre obsequios y donativos), Sección 551.074 (asuntos del personal), Sección 551.076 (deliberaciones sobre dispositivos de seguridad) y la Sección 551.087 (desarrollo económico).*
18. **Adjourn. Clausura.**

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**Attendance by Other Elected or Appointed Officials: *Asistencia de otros funcionarios electos o designados:***

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of other boards, commissions and/or committees of the City, whose members may be in attendance. The members of other city boards, commissions and/or committees may not participate in discussions on the items listed on the agenda, which occur at the meeting, and no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city board, commission or committee subject to the Texas Open Meetings Act. [Attorney General Opinion – No. GA-0957 (2012)]. *Se prevé que los miembros de otras juntas, comisiones y/o comités municipales, pudieran asistir a la asamblea en cantidades que pudieran constituir un quórum de otras juntas, comisiones y/o comités municipales. Por este medio se da aviso de que la asamblea, hasta el grado exigido por ley, también es una asamblea de otras juntas, comisiones y/o comités municipales, cuyos miembros podrían estar presentes. Los miembros de otras juntas, comisiones y/o comités municipales no podrán participar en discusiones sobre los temas indicados en el orden del día, y que ocurran en la asamblea, y ninguna medida será tomada por dichos asistentes a menos que ese tema y medida sea proporcionada específicamente en una orden del día para tal junta, comisión o comité municipal, sujeto a la Ley de Asambleas Abiertas de Texas. [Opinión del Procurador General – No. GA-0957 (2012)]*

I hereby certify that the above NOTICE OF PUBLIC MEETING(S) AND AGENDA OF THE LEON VALLEY CITY COUNCIL were posted on the Bulletin Board at City Hall, 6400 El Verde Road, Leon Valley, Texas, on Friday, February 15, 2013, by 5:30 p.m. and remained posted until after the meeting(s) hereby posted concluded. This notice was likewise posted on the City website at [www.leonvalleytexas.gov](http://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. 216. *Por este medio certifico que el AVISO DE ASAMBLEA(S) PÚBLICA(S) Y ORDEN DEL DÍA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE LEON VALLEY que se indicaron previamente, fueron publicados en el periódico mural del Ayuntamiento ubicado en 6400 El Verde Road, Leon Valley, Texas, el viernes 15 de febrero de 2013, para las 5:30 p.m. y siguieron publicados hasta después de que las asambleas aquí publicadas se dieron por terminadas. Este aviso también se publicó en el sitio Web de esta Ciudad en [www.leonvalleytexas.gov](http://www.leonvalleytexas.gov). Este edificio tiene acceso para sillas de ruedas. Si necesita un intérprete de lenguaje de señas o cualquier otro servicio, debe solicitarlo con 48 horas de anticipación a la asamblea. Para hacer arreglos llame al teléfono (210) 684-1391, Ext. 216.*



  
Janie Willman, City Secretary  
(Secretaria municipal)



## PROCLAMATION

**WHEREAS**, Alie Baldrige known as “Al” to those who loved him and served with him, passed from this life on February 13, 2013; and

**WHEREAS**, Al Baldrige, a devoted family man, a veteran of World War II and the Korean Conflict Era, was a successful entrepreneur and real estate broker with his beloved wife and life partner of 50 years, Irene Baldrige; and

**WHEREAS**, Al Baldrige was devoted to the City of Leon Valley, its business and political affairs, having served as a City of Leon Valley City Council Member from May 2003 to May 2005; and

**WHEREAS**, Al Baldrige leaves a living legacy through those he schooled in the fine art of ‘getting out the vote’ of public and private service to the City of Leon Valley, the Leon Valley Area Chamber of Commerce, the American Legion, the Boy Scouts of America, the Alzafar Shrine, the Order of the Masons, and the City of Leon Valley Business Owners’ and Managers’ Association, and the establishment of the Leon Valley Economic Development Corporation

**NOW, THEREFORE**, I, Chris Riley, Mayor of the City of Leon Valley, Texas, on behalf of the Leon Valley City Council do hereby express the heartfelt gratitude of our citizens and businesses for the living legacy of public service left by former Councilman Al Baldrige. And, we invite the community to join us in honoring him with the City’s tribute in the form of a ‘living legacy,’ the planting of a tree at the Leon Valley Conference Center at 1:30 p.m., on February 23, 2013, Al Baldrige Day in the City of Leon Valley

Signed by my hand on this 15<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Mayor Chris Riley



## Luis Valdez

Luis Valdez originally from the Great Northwest, spent his childhood in both Fairbanks, Alaska and Seattle, Washington. He eventually wound up in the San Antonio area in 1993. After attending the Fire Academy, the Police Academy, and Paramedic school at San Antonio College, he started working as a Firefighter-Paramedic in Selma, Texas in 1995, coming to Leon Valley in 2001. His professional progression led to his duties as the Deputy Fire Marshal. Mr. Valdez was appointed Interim Fire Chief effective February 8, 2013.

Luis is married to his wife Yolanda, they have a 3 year old son, "Joaquin". The Valdez Family is expected a second child, a son, Diego Max Valdez, who is anticipated to join his family and the Leon Valley Family on February 25!

The Valdez family, resides in Leon Valley and are frequently found enjoying Raymond Rimkus Park and frequenting Leon Valley businesses, and community events.

When asked about his appointment to Interim Fire Chief, Luis stated "I'm especially honored to serve my community with this appointment and look forward to

helping protect my family, friends, and the City that I love and which has become my home. I am dedicated to helping guide the City of Leon Valley's Fire Department into the exciting future ahead, and providing our citizens with the best fire protection and emergency medical services possible".

# Luis Valdez

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## CAREER OBJECTIVE

To secure a position as Fire Chief for the City of Leon Valley, provide the leadership to develop and maintain the honor of the firefighting and emergency services profession, and manage the operations of the City of Leon Valley Fire Department to ensure the provision of excellent fire protection and emergency services.

## EDUCATION 1994 – 2011

- Bachelor of Applied Arts and Science, Criminology – Texas A&M University Kingsville
- Associate in Applied Science, Fire Science – San Antonio College
- Associate in Applied Science, Fire and Arson Investigation – San Antonio College
- Texas Peace Officer – Texas Commission on Law Enforcement Standards and Education
- Licensed Paramedic – Texas Department of Health
- Master Firefighter – Texas Commission on Fire Protection
- Master Fire Inspector – Texas Commission on Fire Protection
- Master Fire Investigator – Texas Commission on Fire Protection
- Master Arson Investigator – Texas Commission on Fire Protection
- Intermediate Fire Instructor – Texas Commission on Fire Protection
- Class B Drivers License – Texas Department of Public Safety
- Related field certificates: Public Information Officer, Disaster Management for Public Services, National Incident Management System, Incident Command System, National Incident Management System, Hazardous Materials Operations, and Protecting Homes and Small Businesses from Disaster.

## PROFESSIONAL EMPLOYMENT

2001-Present Leon Valley Fire Department, Leon Valley, TX

### Deputy Fire Marshal

- Inspect buildings and enforce/apply the city fire code
- Manage professional ongoing working relationship with business leaders
- Investigate fire scenes to determine cause and origin, and assess/record damage
- Supervise Assistant Investigators and Inspectors at large-scale incidents
- Manage all fire prevention, community outreach education programs within the city
- Fill in as staff supervisor as directed by Fire Chief
- Coordinate special projects as assigned by Fire Chief and City Manager
- Respond to all emergency calls as Firefighter/Paramedic

2000-2002 Balcones Heights Fire Department, Balcones Heights, TX

### Firefighter/Paramedic

- Developed and managed the department's first emergency medical continuing education training program and standard medical operating procedures
- Driver/Operator of all fire apparatus, including engine and ladder truck
- Responded to all emergency calls as Firefighter/Paramedic

1996-2000 Kerrville Fire Department, Kerrville, TX

### Firefighter/Paramedic

- Assigned to ambulance as Lead Paramedic
- Responded to all emergency calls as Firefighter/Paramedic

1995-1996 Selma Fire Department, Selma, TX

### Firefighter/Paramedic

- Responded to all emergency calls as Firefighter/Paramedic

## ACCOMPLISHMENTS

- Cystic Fibrosis Foundation committee member, Lonestar chapter, 2011-2013
- Gold and Silver Medalist – Texas Police Games, 2011
- Gold Medalist – Texas Firefighter Olympics, 2010
- American Legion Post 336 "Firefighter of the Year", 2010
- Four-time marathon finisher and Half Ironman triathlon finisher 2009 - 2011.
- Volunteer Big Brother – 2007-2008

**Agenda Item 5**

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS  
FEBRUARY 5, 2013**

The City Council of the City of Leon Valley, Texas, met on the 5<sup>th</sup> of February, 2013, at 7:00 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:

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

- 1. Call the City of Leon Valley Regular City Council Meeting to Order, Determine a Quorum is Present, and Pledge of Allegiance.** Mayor Riley called the Regular Meeting to order at 7:04 p.m. with the following City Council Members present: Hill, Reyna, Baldrige, and Biever. Councilman Dean's absence was excused due to illness.

City Staff in attendance: City Manager Longoria, City Attorney Zech, City Secretary Willman, Economic Development Director Mora, Fire Chief Irwin, Human Resources Director Caldera, Library Director Trent, Police Chief Wallace, Public Works Director Vick, Assistant to the Public Works Director Flores, and Special Projects Manager Smith.

Mayor Pro Tem Hill led the assembly in the Pledge of Allegiance.

Mayor Riley read an announcement about the expected courteous conduct during City Council Meetings.

- 2. Proclamation for Fire Chief Stan Irwin on Retirement from the City with 38 Years of Service.** Fire Chief Stan Irwin was recognized by the Mayor and City Council with a Proclamation honoring his 38 years of service. The Mayor and City Council presented Fire Chief Irwin with a proclamation declaring February 8, 2013 as Stan Irwin Day in the City of Leon Valley.

Fire Chief Irwin acknowledged his mother and fiancée in the audience. He expressed his appreciation for the years of service to the City of Leon Valley. Fire Chief Irwin saluted the City Council and City Manager. He presented the Fire Chief's badge to Mayor Riley.

- 3. Introduction of Special Project Manager Melinda Smith.** City Manager Longoria introduced Special Project Manager Melinda Smith. Mr. Longoria reported that with the large number of capital projects underway, the need to hire a Special Project Manager was identified. Councilman Biever stated it was joy to have worked with Ms. Smith on the Zoning Commission and that it was good to have her back on the staff.

Ms. Smith previously worked with the City of Leon Valley in Community Development and Code Enforcement for a period of 20 years. Ms. Smith noted that it is good to be back and to see longstanding projects coming to fruition.

- 4. Citizens to be Heard and Time for Objections to the Consent Agenda.**

Gail Tribble, 6003 Forest Bend, addressed the City Council indicating she was present on the behalf of the Leon Valley Chamber of Commerce. The Leon Valley Chamber of Commerce intended to honor Fire Chief Stan Irwin. Ms. Tribble apologized for not

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**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS  
FEBRUARY 5, 2013**

having requested to be on the agenda for that purpose. She asked if it would be appropriate to return to the next City Council Meeting for the purpose of that recognition. Mayor Riley indicated that would be appropriate and acknowledged her appreciation for that wonderful gesture for retiring Fire Chief Stan Irwin.

**Consent Agenda**

Motion by Councilman Reyna and second by Councilman Biever to adopt the Consent Agenda Items 5, 6, 7, 8, 9, 10, and 11, as presented. Voting Aye: Hill, Reyna, Baldrige, and Biever. Voting Nay: None. Absent and excused: Councilman Dean. Mayor Riley announced the motion carried.

5. **Consider Approval of the Meeting Minutes of the Special and Regular City Council Meetings of January 22, 2013.** Approved the Meeting Minutes of the Special and Regular City Council Meetings of January 22, 2013.
6. **Consider Approval of the Meeting Minutes of the Special City Council Meeting (Town Hall Meeting) of January 26, 2013.** Approved the Meeting Minutes of the Special City Council (Town Hall) Meeting of January 26, 2013.
7. **Consider Appointment to the City's Boards, Committees, and Commissions, M&C # 02-01-13.** Appointed Heather Riddle to the Earthwise Living Committee by minute order.
8. **Consider Action on an Ordinance Renewing the Support Services Contract with the Leon Valley Economic Development Corporation (LVEDC) and Authorizing the City Manager to Enter into the Agreement for Facilities and Support Services, M&C 02-02-13.** Adopted an Ordinance renewing the support services contract with the Leon Valley Economic Development Corporation.

**Adopted Ordinance No. 13-003** – Approving the Renewal of the Service Agreement Between the City of Leon Valley and the Leon Valley Economic Development Corporation (LVEDC) for Support Services from the City and Subsequent Reimbursement to the City by the LVEDC

9. **Consider Action on an Ordinance Approving a Budget Adjustment to Purchase 46 Acre Feet (AF) of Water Rights for \$241,592, M&C # 02-03-13.** Approved amendments to the Fiscal Year 2013 Budget, authorizing the purchase of 46 Acre Feet (AF) of Water Rights for \$241,592.

**Adopted Ordinance No. 13-004** – Approving Amendments to the Original Budget of the City of Leon Valley, Texas, for the Fiscal Year of 2013.

10. **Consider Action on a Resolution Authorizing the City Manager to Execute the Memorandum of Understanding with Bexar County Elections Administrator to Conduct the Joint, General, and Special Elections of May 11, 2013, M&C # 02-04-13.** Authorized the City Manager to execute a Memorandum of Understanding with the

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**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS  
FEBRUARY 5, 2013**

Bexar County Elections Administrator for the Conduct of the Joint, General, and Special Elections of May 11, 2013.

**Adopted Resolution No. 13-001** – A Resolution Authorizing the City Manager to Sign a Joint Election Agreement with the Bexar County Elections Administrator for the Conduct of the Joint, General, and Special Elections on the 11th Day of May, 2013, for the Purpose of Electing Three Members of the Leon Valley City Council, in Places 1, 3, and 5, By the Qualified Voters of the City of Leon Valley; and Providing Details Relating to the Conduct of Holding the Election

11. **Consider Action on an Ordinance Authorizing the City Manager to Execute a Mutual Aid Agreement with the City of Helotes which will provide for Reciprocal Public Safety Answering Point (PSAP) and Texas Law Enforcement Telecommunications System Assistance in Times of Emergencies, M&C # 02-05-13.** Authorized the City Manager to Execute a Mutual Aid Agreement with the City of Helotes to provide Reciprocal Public Safety Answering Point services and Texas Law Enforcement Telecommunications System Assistance during times of emergencies.

**Adopted Ordinance No. 13-005** – An Ordinance of the City Of Leon Valley, Texas Providing for Reciprocal Public Safety Answering Point (PSAP) And Texas Law Enforcement Telecommunication System (TLETS) Assistance Between the Cities of Helotes and Leon Valley, Texas During Emergencies; Adopting a PSAP Emergency Services Mutual Aid Agreement Between the Same Parties; Authorizing the City Manager to Execute the Mutual Aid Agreement Referenced Above on Behalf of the City Council of the City Of Leon Valley; Authorizing the City Manager to Take All Necessary Steps to Implement the Provisions of This Ordinance; Incorporating Recitals; Providing for Severability; Repealing Any Other Code Provisions, Ordinances, or Parts of Ordinances, and Other Provisions in Conflict Herewith; and Setting an Effective Date.

**Regular Agenda**

12. **Consider Action Establishing the Recommended Committees Arising January 26, 2013 Town Hall Meeting, M&C # 02-06-13.** Mayor Riley introduced this agenda item asking for the City Manager's input as to how best to proceed. Mayor Riley noted that quite a few persons signed up for volunteer service at the Town Hall Meeting.

City Manager Longoria noted that the City Council needs to determine how many committees and the types of committees are to be established; three separate committees or a combined committee. Once the City Council has directed staff about the number of committees to be established, Mr. Longoria noted that at the February 19 meeting, staff can bring forward an ordinance formalizing the structure, and making appointments. The structure could work like the ordinance used to establish the 2012 Bond Oversight Committee with a sunset provision.

Mayor Riley asked for the City Council's input. Mayor Pro Tem Hill indicated that once the City Festival Committee gets to work, the project is a very large one which may

## Agenda Item 5

### CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS FEBRUARY 5, 2013

come from the Branding Committee's work if the City Council wants a festival that is in support of the City's community brand. She indicated that a smaller committee could work very well for the Communications Committee. She noted that only a few people signed up for the Communications Committee, and she noted that a smaller group could work very well with staff or whatever group the City Manager assigns.

Councilman Reyna offered information from the TML Elected Officials Conference he recently attended that relates directly to this agenda topic. Councilman Reyna had a few slides to demonstrate different types of ideas used in other communities to communicate on a two-way basis about how to build a true sense of community and how to communicate desired services. Councilman Reyna referenced Maslow's Hierarchy of Needs. He stated that in terms of cities, fun would be at the top and services like public safety would be at the bottom. He noted that some cities develop a sense of fun and play by engaging in an event like a pillow fight. He referenced the CNPC group. He indicated that the City Council shouldn't try to recreate the Town Hall Meeting. He shared that the City's current slogan doesn't draw people to Leon Valley. He said in terms of committees, the more the merrier. He noted it might work well to have an ad-hoc structure.

Councilman Baldrige stated that it is good to utilize people who expressed an interest to get the work of the committees going as soon as possible. She indicated that after six months or so, the City Council would know if it needs to continue the committees working together after a period of time.

Councilman Bieber noted that a standing committee, independent of other committees, is needed to do the work of festival planning. He referenced his own experience chairing the Oyster Bay Committee at St. Mary's University due to the 60,000 or so people who attend. He shared that chairing that kind of committee is like having a full time job in addition to one's regular work. He continued that you need a committee set-up to do the work of the festival. He concluded that separate committees are needed.

Ms. Hill noted that a special committee works well like the Commemoration Committee which has knowledge and experience. The Commemoration Committee may want to be involved as well.

City Manager Longoria confirmed that three committees are desired by the City Council. He noted that size of committee members is direction staff could use. The City Council came to a consensus of unlimited committee size depending on the committee work to be done. It was noted that different committees of unlimited sizes may work well to benefit from and encourage communitywide input that would benefit the City of Leon Valley through its citizens, partner agencies, etc.

#### Discussion Agenda

### 13. City Manager's Report. (Longoria)

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS  
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- A. Report on Traffic Flows at Huebner Road and Evers Road.** City Manager Longoria reported on the traffic flows at the corner at Huebner Road and Evers Road. As a part of the report, a short video was shown. It was noted that when drivers are traveling westbound on Huebner Road that the reason vehicular traffic stops suddenly is because persons seeking the Department of Public Safety Licensing Center happen upon it without distance notice, they are unaware of the immediacy of the location. This means that drivers stop suddenly seeking to turn left against the eastbound traffic. After discussion, the City Council came to a consensus that additional signage and traffic lanes are warranted. They also concluded that the City of Leon Valley should hire a traffic engineer to work with the developer's traffic engineer to resolve any traffic flow problems arising during the first six months after opening; the period for adjustments as defined in the Development Agreement. The City Manager stated he would be working with the developer to continue to refine any identified traffic improvements through the first six months. There was some discussion about a certificate of occupancy. The City Manager noted the certificate of occupancy was issued on a temporary basis.
- B. Traffic Signals on Bandera Road.** City Manager Longoria reported the problem with eight traffic signals on Bandera Road and one traffic signal on Grissom owned by the Texas Department of Transportation not being synchronized with those traffic signals owned and operated by the City of San Antonio should be resolved mid-summer. The State is purchasing new controllers that are compatible with those in use by the City of San Antonio; anticipated to be installed during summer when the schools are closed for the summer break. Traffic is anticipated to flow smoother with a 25 percent wait time reduction. The City of Leon Valley will contribute \$20,000 towards the purchase of the controllers by the State. Mr. Longoria noted an interlocal agreement will be brought for the City Council's action to adopt with the Texas Department of Transportation.
- C. Huebner/Silo Property Conveyance.** City Manager Longoria reported that he had been in conversation with the owners of the property about a parcel very near to the City's well site about a 3.8 acre part of the property parcel at a very affordable price. Mr. Longoria noted that the City's negotiation talks broke down resulting in no agreement to convey the property to the City. The City Council asked the City Manager to find out what the cost would be to acquire the entire 4.2 acre parcel.
- D. Approved Minutes of City-Affiliated Boards, Committees, and Commissions.**
- (1) Leon Valley Economic Development Corporation Board of Directors Meeting of November 28, 2012.
  - (2) Leon Valley 2012 Bond Program Oversight Committee Meetings of October 11, 2012, and November 29, 2012.
  - (3) Leon Valley Zoning Commission Meeting of December 11, 2012.

**Agenda Item 5**

**CITY COUNCIL MEETING OF THE CITY OF LEON VALLEY, TEXAS  
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- E. Future Agenda Items. *Temas futuros del orden del día.***
- (1) Call the May 11, 2013 General Election, February – March 1.
  - (2) Construction Service Contract for the Children’s Wing at the Leon Valley Public Library, February 19.
  - (3) Consider Action on a Resolution Authorizing the City Manager to Execute a Lease with Mauricio Romero for the Kinman House at 6417 Evers Road, Leon Valley, TX., February.
  - (4) Consideration of a Service Provider for Construction Manager at Risk for the Municipal Facilities Improvement Project.
  - (5) Texas Department of Transportation Presentation on Super Street Model.

**14. Citizens to be Heard.** There were no citizens to come forward to address the City Council.

**15. Announcements by the Mayor and Council Members.**

***Earthwise Living Day, Saturday, February 23, 2013.***

It was announced that there will be a groundbreaking ceremony for the Children’s Wing Expansion Project at the Leon Valley Public Library on Saturday, February 23, either preceding or following the Earthwise Living Day Event.

Mayor Pro Tem Hill thanked all who attended the January 26 Town Hall Meeting, indicating it would not have been as successful without so much participation.

Councilman Reyna noted he would forward whatever materials he receives from the TML Elected Officials Conference he recently attended.

Councilwoman Baldrige stated the Town Hall Meeting was superb.

Mayor Riley announced that the Leon Valley Public Library had been chosen again for the 2012 Achievement of Excellence in Libraries Award from the Texas Municipal Library Directors Association. Of the 561 public libraries in the State of Texas, only 30 received the 2012 Award. She congratulated Leon Valley Public Library Director Joyce Trent for the Library staff’s efforts. Mayor Riley she would formally present the award at one of the next two City Council Meetings. She announced that the City through its Public Works Director Assistant Marisa Flores, City Manager Longoria, and she will participate in a presentation about Low Impact Development Project on Evers Road at the Pearl Brewery from 6 p.m. to 8 p.m. City Manager Longoria will be making a presentation.

Mayor Riley announced that she worked with Kristie Flores, Community Development Director and the Lion’s Roar City staff editor, and with City Secretary Janie Willman, a voter registration project that consists of voter registration cards being attached inside of the Lion’s Roar being sent next to each household in the City. Mayor Riley thanked the staff, Mr. Longoria, Kristie Flores, and Janie Willman for their participation. Mayor Riley noted the impetus for the voter registration project being based on a report from the

**Agenda Item 5**

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League of Women Voters that Bexar County voter turnout in the November 2012 elections was 56 percent.

**Executive Session**

- 16.** The City Council of the City of Leon Valley reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.087 (economic development).

There was no Executive Session conducted under this Agenda Item.

- 17. Adjourn.** Motion to adjourn by Councilman Reyna and second by Councilwoman Baldrige. Mayor Riley adjourned the meeting without objection at 8:13 p.m.

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Mayor Chris Riley

ATTEST:

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Janie Willman, City Secretary

Agenda Item 6  
Tema 6 del Orden del día

**MAYOR AND COUNCIL COMMUNICATION**  
**COMUNICADO AL ALCALDE Y CONCEJO MUNICIPAL**

**DATE: February 19, 2013**  
**FECHA: 19 de febrero de 2013**  
**M&C: # 02-07-13**

**TO: MAYOR AND CITY COUNCIL**  
**PARA: EL ALCALDE Y CONCEJO MUNICIPAL**

**SUBJECT:**  
**ASUNTO:**

**Consider Action on a Resolution, Ordering a General Election in the City of Leon Valley, Texas to be Held Jointly with Bexar County for the Joint, General and Special Elections on the 11<sup>th</sup> day of May, 2013, for the Purpose of Electing Three Members of the Leon Valley City Council; Places 1, 3, and 5, by the Qualified Voters of the City of Leon Valley, and Providing Details Relating to the Conduct of Holding the Election.**

*Considerar la toma de medidas sobre una Resolución que ordene que se lleven a cabo Elecciones Generales en la Ciudad de Leon Valley, Texas, junto con las del Condado de Bexar, para la realización de Elecciones Conjuntas, Generales y Especiales, el día 11 de mayo de 2013, con el fin de que los electores calificados de la Ciudad de Leon Valley elijan tres miembros del Concejo Municipal de Leon Valley para los puestos 1, 3 y 5; y proporcione detalles acerca de la realización y celebración de las elecciones.*

**PURPOSE**

The purpose of this agenda item is to allow the City Council to order a General Election in the City of Leon Valley, Texas to be held jointly with Bexar County for the Joint, General and Special Elections on the 11<sup>th</sup> day of May, 2013, for the Purpose of Electing Three Members of the Leon Valley City Council; Places 1, 3, and 5, by the Qualified Voters of the City of Leon Valley, and Providing Details Relating to the Conduct of Holding the Election by adoption of the attached resolution.

**OBJETIVO**

*El objetivo de este tema del orden del día es permitir que el Concejo Municipal ordene que se lleven a cabo Elecciones Generales en la Ciudad de Leon Valley, Texas, junto con las del Condado de Bexar, para la realización de Elecciones Conjuntas, Generales y Especiales, el día 11 de mayo de 2013, con el fin de que los electores calificados de la Ciudad de Leon Valley elijan tres miembros del Concejo Municipal de Leon Valley para los puestos 1, 3 y 5; y proporcione detalles acerca de la realización y celebración de las elecciones mediante la adopción de la resolución adjunta.*

**Agenda Item 6**  
**Tema 6 del Orden del día**

**FISCAL IMPACT**

As authorized in the current Fiscal Year Budget.

**IMPACTO FISCAL**

*Según se autorizó en el Presupuesto del año fiscal actual.*

**RECOMMENDATION**

That the City Council adopt the attached Resolution Ordering a General Election in the City of Leon Valley, Texas to be Held Jointly with Bexar County for the Joint, General and Special Elections on the 11<sup>th</sup> day of May, 2013, for the Purpose of Electing Three Members of the Leon Valley City Council; Places 1, 3, and 5, by the Qualified Voters of the City of Leon Valley, and Providing Details Relating to the Conduct of Holding the Election

**RECOMENDACIÓN**

*Que el Concejo Municipal adopte la Resolución adjunta que ordena que se lleven a cabo Elecciones Generales en la Ciudad de Leon Valley, Texas, junto con las del Condado de Bexar, para la realización de Elecciones Conjuntas, Generales y Especiales, el día 11 de mayo de 2013, con el fin de que los electores calificados de la Ciudad de Leon Valley elijan tres miembros del Concejo Municipal de Leon Valley para los puestos 1, 3 y 5; y proporcione los detalles acerca de la realización y celebración de las elecciones.*

**S.E.E. IMPACTS**

*Social Equity* – Cities that embrace transparency in governance processes uphold and demonstrate a superior quality of life by encouraging collaborative and active participation.

*Economic Development* – Cities that practice transparency in governance attract and retain quality economic development initiatives.

*Environmental Stewardship* – Not applicable.

**IMPACTOS SOCIALES, ECONÓMICOS Y AMBIENTALES**

*Equidad social* – Las ciudades que adoptan la transparencia en los procesos de gobernación, mantienen y demuestran una calidad de vida superior al fomentar la participación activa y de colaboración.

*Desarrollo económico* – Las ciudades que practican la transparencia en la gobernación, atraen y retienen iniciativas de desarrollo económico de calidad.

*Aspecto ambiental* – No es aplicable.

**Agenda Item 6**  
**Tema 6 del Orden del día**

APPROVED: \_\_\_\_\_  
*APROBADO:*

DISAPPROVED: \_\_\_\_\_  
*NO APROBADO:*

APPROVED WITH THE FOLLOWING AMENDMENTS:  
*APROBADO CON LAS SIGUIENTES ENMIENDAS:* \_\_\_\_\_

ATTEST:  
*DOY FE:*

\_\_\_\_\_  
Janie Willman, City Secretary  
*(Secretaria municipal)*

**RESOLUTION**

**A RESOLUTION ORDERING A GENERAL ELECTION IN THE CITY OF LEON VALLEY, TEXAS, TO BE HELD JOINTLY WITH BEXAR COUNTY FOR THE JOINT, GENERAL, AND SPECIAL ELECTIONS ON THE 11<sup>TH</sup> DAY OF MAY, 2013, FOR THE PURPOSE OF ELECTING THREE MEMBERS OF THE LEON VALLEY CITY COUNCIL, IN PLACES 1, 3, AND 5, BY THE QUALIFIED VOTERS OF THE CITY OF LEON VALLEY; AND PROVIDING DETAILS RELATING TO THE CONDUCT OF HOLDING THE ELECTION**

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

1. The City of Leon Valley will hold a General Election on May 11, 2013 for the purpose of electing three members of the Leon Valley City Council, in Council Place No. 1, Council Place No. 3, and Council Place No. 5; each to serve a term of two years, or until their successors are duly elected and qualified.
2. Qualified persons desiring to be candidates for these offices shall file an application for candidacy with the City Secretary, Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, 78238, beginning at 7:30 a.m. on January 30, 2013 and no later than 5:00 p.m. on March 1, 2013.
3. At said election, each of the offices shall be voted upon separately and the person receiving the highest number of votes for each office shall be elected to such office.
4. The election will be held jointly with Bexar County on May 11, 2013, pursuant to Section 271 of the Texas Election Code. The costs of said election are to be shared, on a fair and equitable basis, in accordance and as authorized by the Leon Valley City Council in Resolution 13-001, adopted on February 5, 2013.
5. The Bexar County voting precincts will be the City of Leon Valley voting precincts for this election and the polling places and hours of voting during early voting by personal appearance and voting on Election Day will be the places and hours established by the Bexar County Elections Administrator for the May 11, 2013 elections.
6. Joint early voting by personal appearance will be conducted at the Leon Valley Conference Center at 6421 Evers Road, Leon Valley, Texas, beginning on April 29, 2013 and ending on May 7, 2013 and at additional early voting poll sites to be determined by the Bexar County Elections Administrator. Hours of early voting by personal appearance shall be:

**Agenda Item 6 Resolution**  
**Artículo de orden 6 Resolución**

<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
April 29 8:00 am - 6:00 pm	April 30 8:00 am - 6:00 pm	May 1 8:00 am - 6:00 pm	May 2 8:00 am - 6:00 pm	May 3 8:00 am - 6:00 pm	May 4 8:00 am - 8:00 pm	May 5 No voting
<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>	<b>Sun.</b>
May 6 8:00 am- 8:00 pm	May 7 8:00 am - 8:00 pm				May 11 ELECTION DAY	

7. Election Day voting will be from 7:00 a.m. to 7:00 p.m. at polling places designated for each Bexar County voting precinct as ordered by the Bexar County Elections Administrator including the use of the Leon Valley City Council Chambers located at the Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, 78238.
8. Applications for ballot by mail shall be mailed to:  
 Jacquelyn F. Callanen (Early Voting Clerk)  
 203 W. Nueva, Suite 3.61  
 San Antonio, Texas 78207-4045
9. Applications for a ballot by mail must be received no later than the close of business at 5 p.m. on May 3, 2013.
10. The Bexar County Elections Administrator, Jacquelyn F. Callanen, is appointed as the Early Voting Clerk. The appointment of Deputy Early Voting Clerks shall be in accordance with Section 83.001 et. seq. of the Texas Election Code.
11. Election officers appointed by the Bexar County Elections Administrator shall serve as the election judges and clerks for this joint election.
12. Oral assistance and election materials for the election will be provided and printed in English and Spanish, as required in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. One or more individuals will be available to assist voters on the day of the election and during the period of early voting.
13. The City Secretary shall serve as our Election Officer for this election to post election notices on the bulletin board used for posting City Council meeting notices and on the City's website, to accept mail ballot applications to be forwarded to the Early Voting Clerk, and to provide any other election process assistance as necessary.
14. Each entity will canvass the results of their own election.

**Agenda Item 6 Resolution**  
**Articulo de orden 6 Resolución**

Passed and approved this the 19<sup>th</sup> day of February 2013.

\_\_\_\_\_  
Chris Riley, Mayor

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

**RESOLUCIÓN**

**UNA RESOLUCIÓN QUE ORDENA QUE SE LLEVEN A CABO ELECCIONES GENERALES EN LA CIUDAD DE LEON VALLEY, TEXAS, JUNTO CON LAS DEL CONDADO DE BEXAR, PARA LA REALIZACIÓN DE ELECCIONES CONJUNTAS, GENERALES Y ESPECIALES, EL DÍA 11 DE MAYO DE 2013, CON EL FIN DE QUE LOS ELECTORES CALIFICADOS DE LA CIUDAD DE LEON VALLEY ELIJAN TRES MIEMBROS DEL CONCEJO MUNICIPAL DE LEON VALLEY PARA LOS PUESTOS 1, 3 Y 5; Y PROPORCIONAR LOS DETALLES ACERCA DE LA REALIZACIÓN Y CELEBRACIÓN DE LAS ELECCIONES.**

**AHORA, POR LO TANTO, RESUÉLVASE Y ORDÉNESE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEON VALLEY, CONDADO DE BEXAR, TEXAS:**

1. Que la Ciudad de Leon Valley celebre Elecciones Generales el día 11 de mayo de 2013, con el fin de elegir tres miembros del Concejo Municipal de Leon Valley, para los puestos 1, 3 y 5 del Concejo; cada uno de ellos desempeñará su cargo durante un plazo de dos años o hasta que se elija y califique debidamente a sus sucesores.
2. Que las personas calificadas que deseen ser candidatos para estos cargos, presenten una solicitud para la candidatura ante la Secretaria Municipal en su oficina localizada en el Ayuntamiento de Leon Valley, 6400 El Verde Road, Leon Valley, Texas, 78238, a partir de las 7:30 a.m. del día 30 de enero de 2013, pero a más tardar a las 5:00 p.m. del día 1° de marzo de 2013.
3. Que en dichas elecciones se vote por cada uno de los cargos en forma separada y la persona que reciba el mayor número de votos para cada cargo sea electo para dicho puesto.
4. Que las elecciones se lleven a cabo junto con las del Condado de Bexar, el día 11 de mayo de 2013, de acuerdo con la Sección 271 del Código Electoral de Texas. Los costos de dichas elecciones deberán compartirse de manera justa y equitativa, según lo autorizó el Concejo Municipal de la Ciudad de Leon Valley City Council en la Resolución 13-001, adoptada el 5 de febrero de 2013.
5. Que, para estas elecciones, los distritos para la votación del Condado de Bexar sean los distritos para la votación de la Ciudad de Leon Valley, y las casetas electorales y el horario para votación durante la votación adelantada en persona y la votación el día de las elecciones, sean en los lugares y a los horarios establecidos por el Administrador Electoral del Condado de Bexar para las elecciones del 11 de mayo de 2013.
6. Que la votación conjunta por adelantado en persona se lleve a cabo en el Centro de Conferencias de Leon Valley, ubicado en 6421 Evers Road, Leon Valley, Texas, a partir del 29 de abril de 2013 y termine el 7 de mayo de 2013, y en las casetas electorales adicionales para votación por adelantado que el Administrador Electoral del Condado de Bexar determine. El horario para la votación por adelantado en persona será:

**Agenda Item \_\_\_ Resolution**  
**Resolución del Tema \_\_\_ del Orden del Día**

<b>Lunes</b>	<b>Martes</b>	<b>Miércoles</b>	<b>Jueves</b>	<b>Viernes</b>	<b>Sábado</b>	<b>Domingo</b>
29 de abril 8:00 am - 6:00 pm	30 de abril 8:00 am - 6:00 pm	1° de mayo 8:00 am - 6:00 pm	2 de mayo 8:00 am - 6:00 pm	3 de mayo 8:00 am - 6:00 pm	4 de mayo 8:00 am - 8:00 pm	5 de mayo No hay votación
<b>Lunes</b>	<b>Martes</b>	<b>Miércoles</b>	<b>Jueves</b>	<b>Viernes</b>	<b>Sábado</b>	<b>Domingo</b>
6 de mayo 8:00 am- 8:00 pm	7 de mayo 8:00 am - 8:00 pm				11 de mayo DÍA DE ELECCIONES	

7. Que, el día de las elecciones, la votación se lleve a cabo de 7:00 a.m. a 7:00 p.m. en las casetas electorales designadas para cada distrito para la votación del Condado de Bexar, según lo ordene el Administrador Electoral del Condado de Bexar, incluyendo el uso del Despacho del Concejo Municipal de Leon Valley del Ayuntamiento de Leon Valley, ubicado en 6400 El Verde Road, Leon Valley, Texas, 78238.
8. Las solicitudes para recibir boletas electorales para votar por correo deberán enviarse a:  
 Jacquelyn F. Callanen (Early Voting Clerk)  
 203 W. Nueva, Suite 3.61  
 San Antonio, Texas 78207-4045
9. Las solicitudes para las boletas electorales por correo deberán recibirse a más tardar el 3 de mayo de 2013, a las 5 p.m.
10. Que Jacquelyn F. Callanen, Administradora Electoral del Condado de Bexar, quede nombrada como Secretaria de la votación adelantada. El nombramiento de los Secretarios delegados de la votación adelantada se hará de acuerdo con la Sección 83.001, y siguientes, del Código Electoral de Texas.
11. Que los funcionarios electorales nombrados por el Administrador Electoral del Condado de Bexar sean los jueces y secretarios electorales para estas elecciones conjuntas.
12. Que la ayuda oral y los materiales electorales impresos para las elecciones, se proporcione en inglés y en español, según se requiere de conformidad con el Código Electoral de Texas y la Ley Federal de Derechos de Votación de 1965, con sus enmiendas. Una o más personas estarán disponibles para ayudar a los electores el día de las elecciones y durante el período de votación adelantada.
13. Que la Secretaria Municipal sea nuestra funcionaria electoral para estas elecciones y se encargue de publicar los avisos electorales en el periódico mural que se utiliza para anunciar los avisos de las juntas del Concejo Municipal y en la página Web del municipio; que acepte las solicitudes para recibir las boletas electorales para votar por correo que se enviarán, a su vez, al Secretario de la votación adelantada; y que proporcione cualquier ayuda adicional necesaria para el proceso electoral.

**Agenda Item 6 Resolution**  
**Resolución del Tema 6 del Orden del Día**

14. Que cada entidad haga el escrutinio de los resultados de sus propias elecciones.

Autorizada y aprobada este día 19 de febrero de 2013.

\_\_\_\_\_  
Chris Riley, Alcalde

DOY FE:

\_\_\_\_\_  
Janie Willman, Secretaria Municipal



# City of Leon Valley

Order the General Election of  
May 11, 2013 to Elect 3 City  
Council Members

February 19, 2013



# Background

- May 11, 2013 is the next uniform Election Date available for conducting a General Election to Elect Leon Valley City Council Members in Places 1, 3, and 5
- The City Council authorized the City Manager at its February 5, 2013 Regular Meeting to Sign a Memorandum of Understanding with the Bexar County Elections Administrator for the Conduct of the Election



# Recommendation

- That the City Council adopt the Resolution ordering a General Election in the City of Leon Valley, Texas, to be held jointly with Bexar County for the Joint, General, and Special Elections on the 11<sup>th</sup> Day of May, 2013, for the purpose of electing three City Council Members in Places 1, 3, & 5, by the Qualified Voters of the City & providing details to the conduct of holding the election



# Fiscal Impact

- As authorized in the current, Fiscal Year 2013, budget



# City of Leon Valley

Order the General Election of  
May 11, 2013 to Elect 3 City  
Council Members

February 19, 2013

**MAYOR AND COUNCIL COMMUNICATION**

**DATE: February 19, 2013  
M&C # 02-08-13**

**TO: MAYOR AND CITY COUNCIL**

**SUBJECT: APPROVE AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER ADVANCE FUNDING AGREEMENT (MAFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PURPOSE OF OBTAINING FUTURE TRANSPORTATION RELATED GRANT FUNDS FROM TXDOT**

**PURPOSE**

While in the process of requesting funding for the construction of a proposed hike and bike trail, it was discovered that in order to apply for funding for any transportation related project through TxDOT, a MAFA must be submitted to and approved by that agency. Once a MAFA is on file, the City is not required to resubmit such an agreement for any future projects. The MAFA must be adopted either by resolution or by ordinance.

The MAFA mandates that:

- City projects must comply with federal, state, and local laws regarding equal employment opportunity, disabled persons, and nondiscrimination;
- The City will meet certain contract standards relating to the management and administration of State and federal funds;
- The City complies with minimum wage requirements of the Federal Davis Bacon and related acts;
- The prime contractor and subcontractors are not debarred, suspended, ineligible or voluntarily excluded;
- The City must comply with all federal, state, and local laws governing safety, health and sanitation;
- The City must comply with all requirements of the Clean Air Act and Federal Water Pollution Control Act; and
- Certifies that no federal-appropriated funds have been used for lobbying federal officials and submits a Disclosure Form to Report Lobbying if any other funds have been paid or will be paid for lobbying.

**FISCAL IMPACT**

None

**RECOMMENDATION**

It is recommended that the City Council approve an Ordinance authorizing the Manager to enter into a Master Advance Funding Agreement with the Texas Department of Transportation.

**S.E.E. IMPACT STATEMENT**

**Social Equity** - Allows the City of Leon Valley to compete with other suburban cities for federal grant funding and assures City projects are constructed with full adherence to federal and local laws regarding social equity.

**Economic Development** - Transportation enhancement projects attract businesses, which further Leon Valley’s economic health and well-being.

**Environmental Stewardship** - An environmental impact study is usually required by TxDOT prior to funding any project, which assures responsible environmental stewardship.

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

APPROVED WITH THE FOLLOWING

AMENDMENTS: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

ATT: Proposed Ordinance  
TxDOT Brochure  
Master Advance Funding Agreement

**AN ORDINANCE**

**APPROVING AND ADOPTING A MASTER ADVANCE FUNDING AGREEMENT (MAFA) BETWEEN THE CITY OF LEON VALLEY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PURPOSE OF ENTERING INTO FUTURE TXDOT GRANT PROGRAMS**

**WHEREAS** the City of Leon Valley endeavors to improve the citizen's quality of life by creating, extending, and expanding multimodal methods of transportation throughout the city; and

**WHEREAS** the City of Leon Valley may desire to enter into Local Project funding grants and agreements with the Metropolitan Planning Organization and the Texas Department of Transportation for the purpose of funding such multimodal transportation projects;

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

1. That the City Council of the City of Leon Valley approve and adopt a Master Advance Funding Agreement with the Texas Department of Transportation.

This ordinance shall take effect immediately upon its approval, passage, and the meeting of all publication requirements under law.

**PASSED** and **APPROVED** this the 19<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Mayor Chris Riley

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office  
Denton, Navarro, Rocha and Bernal, PC

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**MASTER AGREEMENT  
GOVERNING  
LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENTS**

**THIS MASTER AGREEMENT (MAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the “State”, and the City of Leon Valley, acting by and through its duly authorized officials, hereinafter called the “Local Government.”

**WITNESSETH**

**WHEREAS**, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation’s economic growth and competitiveness; and

**WHEREAS**, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States’ Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPAFA) listed in Attachment A; and,

**WHEREAS**, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Master Agreement by resolution or ordinance, which is attached hereto and made a part of this Master Agreement as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreements**

This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the

## Master Advance Funding Agreement

respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Master Agreement

This agreement may be terminated by any of the following conditions:

- a. by mutual written consent and agreement of all parties.
- b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
- c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

### 3. Termination of the Local Project Advance Funding Agreement (LPAFA)

An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the agreement is terminated in writing with the mutual consent of the parties, or;
- b. because of a breach of this Master Agreement or a breach of the Local Project Advance Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the local government may elect not to provide the funding and the project does not proceed because of insufficient funds; the local government agrees to reimburse the State for its reasonable actual costs incurred during the project.
- d. Conditions for termination as specified in the LPAFA are fulfilled.

### 4. Amendments

- a. Amendment of this Master Agreement by Notice with Mutual Consent: The State may notify the Local Government of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Government within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.
- b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
- c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
- d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

### 5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

### 6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures.

## Master Advance Funding Agreement

This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement;
- b. per all applicable statutes or rules, or;
- c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

### **7. Environmental Assessment and Mitigation**

Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
- d. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.

### **8. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

### **9. Architectural and Engineering Services**

Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

## **10. Construction Responsibilities**

- a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

## **11. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Government.

## **12. Local Project Sources and Uses of Funds**

- a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
- b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the local government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget, unless otherwise provided for in the LPAFA.
- e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in the LPAFA. The Local Government will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.

## Master Advance Funding Agreement

- f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
- g. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification, unless otherwise provided for in the LPAFA.
- h. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Government, the State, or the Federal government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the local project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the fixed price or the incremental payment schedule.
- l. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
- m. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with the LPAFA.

### **13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

**A. Purchase By the State for the State**

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

**B. Purchase by the Local Government for the State**

**Purchase:** Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

**Location Surveys and Preparation of Right of Way Data:** The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

**Determination of Right of Way Values:** The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the Local Government and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the State and Local Government that the requirement for the Local Government to submit to the State property value determinations for any part of the required right of way should be waived, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

**Negotiations:** The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Government. The cost of title investigation will be the responsibility of the State.

**Condemnation:** Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

**Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense:** Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

**Excess Takings:** In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount

## Master Advance Funding Agreement

computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

**Improvements:** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

**Relocation of Utilities on Acquired State Right of Way:** If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

**Fencing Requirements:** The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

**Reimbursement:** The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

**General:** It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

**14. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
_____	Director of Contract Services Office
_____	Texas Department of Transportation
<u>6400 El Verde Road</u>	125 E. 11th
_____	Austin, Texas 78701
<u>Leon Valley, Texas 78238</u>	
_____	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

**18. Compliance with Laws**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

## **20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

## **21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

## **22. Inspection of Books and Records**

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **23. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

## **24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

## **25. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

## **26. Lobbying Certification**

In executing this Master Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Master Advance Funding Agreement

- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing an LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**27. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

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

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

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

**ATTACHMENT A**

**TYPES OF LPAFA FUNDING CATEGORIES UNDER THE MAFA**

<b>Federal Categories</b>	<b>Prefix</b>	<b>Federal Categories</b>	<b>Prefix</b>
<b>Interstate</b>		<b>Demonstration Projects</b>	
Interstate	I	Hi Priority Corridor on NHS	DPR
Interstate Maintenance	IM	Rural Access Projects	DPR
Interstate 4R Discretionary	IDR	Innovative Projects	DPI
Interstate Constr. Discretionary	ID	Priority Intermodal Projects	DPM
		Congestion Corridor	IVH/ITS
<b>Bridges</b>		High Priority Projects	HP
Bridge Repair/Rehab On-System	BR/BH		
		<b>Other</b>	
National Highway System	NH		
<b>Surface Transportation Program</b>		Forest Highways	FH
Urban Mobility/Rehab	STP-UM		
<i>Areas &lt; 200,000</i>		<b>STATE CATEGORIES</b>	
Enhancement	STP-TE		
Metro Mobility/Rehab	STP-MM	Preventive Maintenance	CPM
<i>Urban Mobility/Rehab</i>		Farm-to-Market/Farm-to-Market Rehab	A/AR
Urban & Rural Rehabilitation	STP-R	District Discretionary	CD
Rural Mobility Rehab	STP-RM	State Funded Rehab	C
Rail-Hwy Crossing Protective Devices	STP-RXP	Park Road	C
Rail-Hwy Crossing Hazard Elimination	STP-RXH	State Funded Mobility	C
Railroad grade Separations	STP-RGS	PASS/PASS Metro Match	C
Safety-Hazard Elimination	STP-HES	Traffic Signals, Signing & Pavement Markings	C
		Miscellaneous	C
<b>Congestion Mitigation &amp; Air Quality</b>	CM	Railroad Replanking	CRX
		State Funded Landscape	C/CL
<b>Donor State Bonus*</b>			CLM
Any Area	DB	State Urban Street	CUS
Areas >200,000	DBM		
Areas <200,000	DBU	Others per LPAFA exception	
<b>Minimum Guarantee</b>	MG	Off-System Bridges Program	BROX
*ISTEA Funding Categories – Not Re-established in TEA 21			

**ATTACHMENT B**  
**RESOLUTION OR ORDINANCE**



## Overview

The purpose of this document is to inform Local Governments (LGs) of the actions they must perform when accepting federal (FHWA) or state (TxDOT) funds for a transportation improvement project. The effort needed to administer the contract, the staff expertise required, the LG funding responsibilities, the approval processes and the time necessary to complete a project are each impacted when a LG chooses to use FHWA and/or TxDOT funds.

The term LG includes municipalities, counties, regional mobility authorities (RMAs), local toll authorities, other government agencies created under state law and may even include private entities.

To ensure reimbursement of all allocated federal funds, the LG must ensure all project requirements are met. TxDOT and FHWA have an oversight and monitoring responsibility on transportation projects directly administered by an LG that are on the state or national highway systems or when project development costs (including construction) are wholly or partially paid with FHWA or TxDOT funds.

**Project costs incurred without following the federal or state requirements are subject to being declared ineligible for reimbursement.**

LGs execute an Advance Funding Agreement (AFA) with TxDOT that defines the federal, state and local share of funding for the project. It also defines the project responsibilities of the local government and of TxDOT.

All transportation improvement projects using partial or total FHWA funding are reimbursement programs. The LG must first incur an obligation to pay (i.e., receives invoice) prior to applying for reimbursement from TxDOT, which in turn applies for reimbursement from FHWA. TxDOT oversight costs for all projects not on the state highway system must be included within the total project costs paid with local and/or federal dollars.



## Available Online Resources

### TxDOT Local Government Projects Office

[www.txdot.gov/business/governments/lgpp.htm](http://www.txdot.gov/business/governments/lgpp.htm)

### Federal-Aid Essentials for Local Public Agencies

[www.fhwa.dot.gov/federal-aidessentials](http://www.fhwa.dot.gov/federal-aidessentials)



### TxDOT Mission

Work with others to provide safe and reliable transportation solutions for Texas

### TxDOT Goals

Maintain a Safe System  
Address Congestion  
Connect Texas Communities  
Best in Class State Agency

# Local Government Responsibilities for FHWA and TxDOT Funded Projects



Texas Department of Transportation



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

## Local Government Responsibilities for FHWA and TxDOT Funded Projects

### The Local Government must:

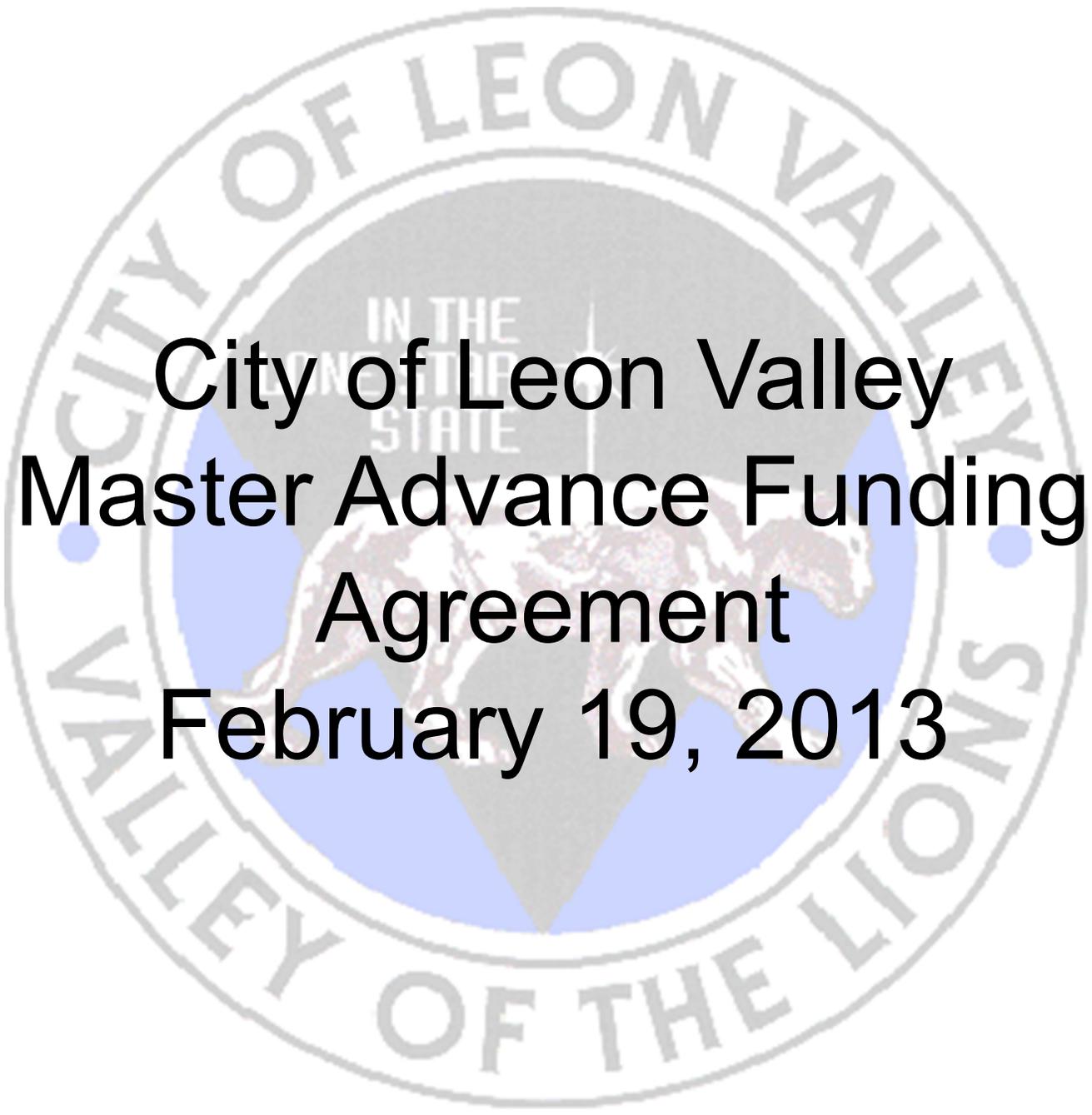
- ◆ Comply with DBE Program Requirements. The LG must have a Memorandum of Understanding (MOU) on file with TxDOT.
- ◆ Use qualifications-based selection procedures when procuring engineering, architectural or surveying services. Procedures require pre-approval by TxDOT.
- ◆ Comply with TxDOT interim procedures for environmental review and approval.
- ◆ Comply with Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 when purchasing right of way.
- ◆ Comply with TxDOT “Right Of Way Division Utility Manual” requirements.
- ◆ Ensure the project design adheres to TxDOT’s “Roadway Design Manual” or other TxDOT-approved design standards.
- ◆ Have a Value Engineering Study performed for all projects over \$25 million and for bridge projects over \$20 million.
- ◆ Obtain TxDOT approval of plans, specifications and estimate prior to advertising for bidding and prior approval of addenda and contract change orders.

- ◆ Have staff to manage all project functions. TxDOT will conduct periodic inspections to verify the LG is performing its responsibilities.
- ◆ Comply with FHWA policy requiring all bids be opened publicly. The Transportation Code stipulates the award of a contract must be made to the lowest responsible and responsive bidder. TxDOT must concur with LG recommendation of award.
- ◆ Advertise the project for a minimum of 21 days in accordance with applicable provisions of the Texas Local Government Code and TxDOT’s *Local Government Project Procedures*.
- ◆ Must implement a quality assurance program.
- ◆ Must review and document its review of contractor payroll statements for completeness and certification.
- ◆ Must prepare and retain required documentation of pay quantities, test reports and a variety of contract administration items to verify the project has been constructed in substantial compliance with the plans and specifications. These must be available to TxDOT and FHWA for review upon request and must be retained in accordance with AFA, federal and state requirements. As-built plans signed, sealed and dated by a professional engineer licensed in Texas must also be retained in the project records.

### The Local Government must verify the Contractor:

- ◆ Complies with Federal Equal Employment Opportunity requirements.
- ◆ Complies with Americans with Disabilities Act and Texas Accessibility Standards.
- ◆ Provides documentation that all steel and iron products to be incorporated into the project are of domestic origin.
- ◆ Does not discriminate against any person by having segregated facilities.
- ◆ Complies with minimum wage requirements of Federal Davis-Bacon and related acts.
- ◆ Certifies the prime contractor and subcontractors are not debarred, suspended, ineligible or voluntarily excluded.
- ◆ Performs no less than 30 percent of the work with its own forces (excluding any specialty items).
- ◆ Complies with all federal, state and local laws governing safety, health and sanitation.
- ◆ Complies with all requirements of the Clean Air Act and Federal Water Pollution Control Act.
- ◆ Certifies that no federal-appropriated funds have been used for lobbying federal officials and submits a Disclosure Form to Report Lobbying if any other funds have been paid or will be paid for lobbying.

This list of Local Government responsibilities is for informational purposes only and may not include all requirements. Actual obligations are defined in a project-specific Advance Funding Agreement, provisions of federal law and TxDOT’s *Local Government Project Procedures*.

The background features a large, faded circular seal. The outer ring of the seal contains the text "CITY OF LEON VALLEY" at the top and "VALLEY OF THE LIONS" at the bottom. Inside this ring, there is a central emblem depicting a lion rampant on a shield. Above the shield, the text "IN THE STATE" is visible. The seal is rendered in a light gray color.

**City of Leon Valley  
Master Advance Funding  
Agreement  
February 19, 2013**



# Project

- Hike & Bike Trail from City of San Antonio's Proposed Crystal Hills Park through Huebner Creek in the City of Leon Valley
- All future Metropolitan Planning Organization (MPO) & Texas Department of Transportation (TxDOT) grant funded projects



# Purpose

- Met with TxDOT for preliminary information regarding grant funding of proposed Hike & Bike Trail
- Discovered any & all proposed grant funds require City of Leon Valley to adopt a Master Advance Funding Agreement (MAFA) with TxDOT, when using federal & state funds



# MAFA Basics

- Agreement mandates:
  - City projects comply with all federal, state & local laws regarding equal employment opportunity, disability & non-discriminatory practices
  - City will meet certain contract standards relating to management & administration of federal, state, & local funds
  - City will comply with certain minimum wage standards as set forth by federal law



# MAFA Basics

- Certifies that contractors & subcontractors are not debarred, suspended, ineligible or voluntarily excluded
- City must comply with Clean Air Act, Federal Water Pollution Control Act
- Certifies that no federal funds are used for lobbying federal officials



# MAFA on File

- Must be adopted either by ordinance or resolution
- Once agreed & approved, good for all future TxDOT/federal grant funded projects, unless either party opts out



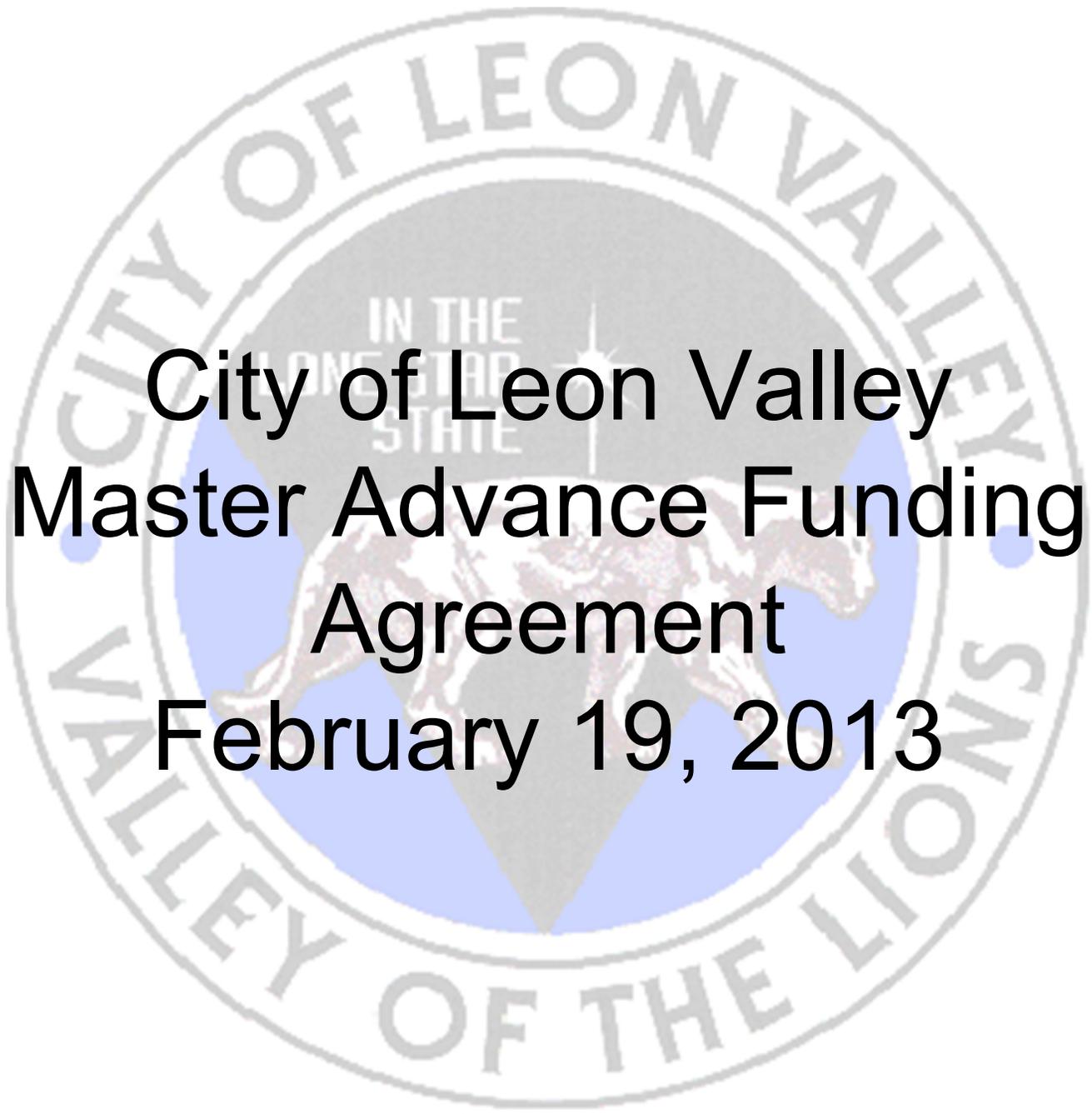
# S.E.E. Impact Statement

- **Social Equity**
  - Allows City to compete with other suburban cities for federal grant funding & assures City projects constructed with full adherence to federal & local laws regarding social equity
- **Economic Development**
  - Transportation enhancement projects attract businesses, furthering Leon Valley economic health & well-being
- **Environmental Stewardship**
  - Environmental impact study usually required prior to funding, assuring responsible environmental stewardship



# Recommendation

- Approve & adopt proposed Ordinance for purpose of future grant funding through MPO & TxDOT

The background features a large, faded circular seal. The outer ring of the seal contains the text "CITY OF LEON VALLEY" at the top and "VALLEY OF THE LIONS" at the bottom. Inside this ring, there is a central emblem depicting a lion standing on a globe. Above the lion, the text "IN THE LONE STAR STATE" is visible. The seal is rendered in a light gray color.

**City of Leon Valley  
Master Advance Funding  
Agreement  
February 19, 2013**

**MAYOR AND COUNCIL COMMUNICATION**

DATE: February 19, 2013  
M&C # 02-09-13

**TO:** MAYOR AND CITY COUNCIL

**SUBJECT:** AUTHORIZATION TO SUBMIT AN APPLICATION TO THE BEXAR COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**PURPOSE**

Bexar County is accepting applications for grant assistance under the Community Development Block Grant (CDBG) Program. The City of Leon Valley is a participating City and may submit applications for funding. The deadline for filing is February 28, 2013.

Staff is proposing the construction of ADA-compliant curb ramps and sidewalks on Hodges and Althea Drives. The estimated project cost is \$230,275.

Bexar County will notify the City of project eligibility status March 28th and preliminary selection of projects will be presented at Commissioners Court in June of 2013.

**FISCAL IMPACT**

None at this time. The total project cost will be requested in grant funding.

**S.E.E STATEMENT**

Social- CDBG-funded projects are targeted towards those of low-to-moderate income levels. For the purposes of this grant program, the disabled are presumed to be of low-to-moderate income.

Economic – If selected and funded as requested, the project will be constructed at no cost to the city.

Environmental- Design and construction will be completed in an environmentally sensitive manner.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Janie Willman City Secretary

RES. NO.

RESOLUTION

**A RESOLUTION OF THE CITY OF LEON VALLEY AUTHORIZING THE FILING OF AN APPLICATION WITH THE BEXAR COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2013; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF LEON VALLEY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF LEON VALLEY WILL COMPLY WITH THE GRANT REQUIREMENTS.**

**WHEREAS**, The Bexar County Community Development Block Grant (CDBG) Program is accepting applications for funding through February 28, 2013; and

**WHEREAS**, the City of Leon Valley is a participating city with a long history of successful CDBG Projects dating back to 1986; and

**WHEREAS**, the City of Leon Valley is dedicated to community development support projects to provide needed services in areas of the City that would otherwise not be economically feasible; and

**WHEREAS**, the City of Leon Valley is proposing the construction of ADA-compliant curb ramps and sidewalks on Hodges and Althea Drives at an estimated project cost of \$230,275; and

**WHEREAS**, the City of Leon Valley is dedicated to the public safety of its citizens and has identified a need eligible for funding that reflects infrastructure improvements in a qualifying area of the City

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

1. The City Manager of the City Leon Valley, Texas is authorized to submit an application with the Bexar County Community Development Block Grant Program for consideration at the Bexar County Commissioners Court in June of 2013.
2. The Mayor and City Council with the adoption of this resolution further authorize the City Manager to act on behalf of the City of Leon Valley in all matters related to the application and pledge that if a grant is received, the City of Leon Valley will comply with the Grant requirements.
3. The City of Leon Valley will continue its commitment toward strategic community development for the citizens of Leon Valley and the region.

**PASSED and APPROVED** this 19<sup>th</sup> day of February, 2013.

---

Mayor Chris Riley

ATTEST:

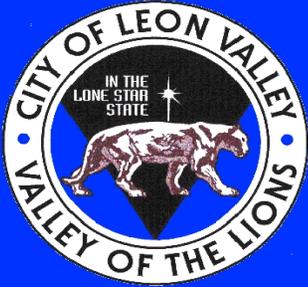
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Janie Willman, City Secretary



# FY 2013 Proposed CDBG Grant Project

Marisa Flores, Assistant to the Director  
February 19, 2013



# Overview

- Bexar County is accepting applications for grant assistance under the Community Development Block Grant (CDBG) Program.
- The Bexar County CDBG program draws federal funds from the US Department of Housing and Urban Development (HUD) as an entitlement community.
- The City of Leon Valley is a participating City and may submit applications for funding.
- The deadline for filing is February 28, 2013.

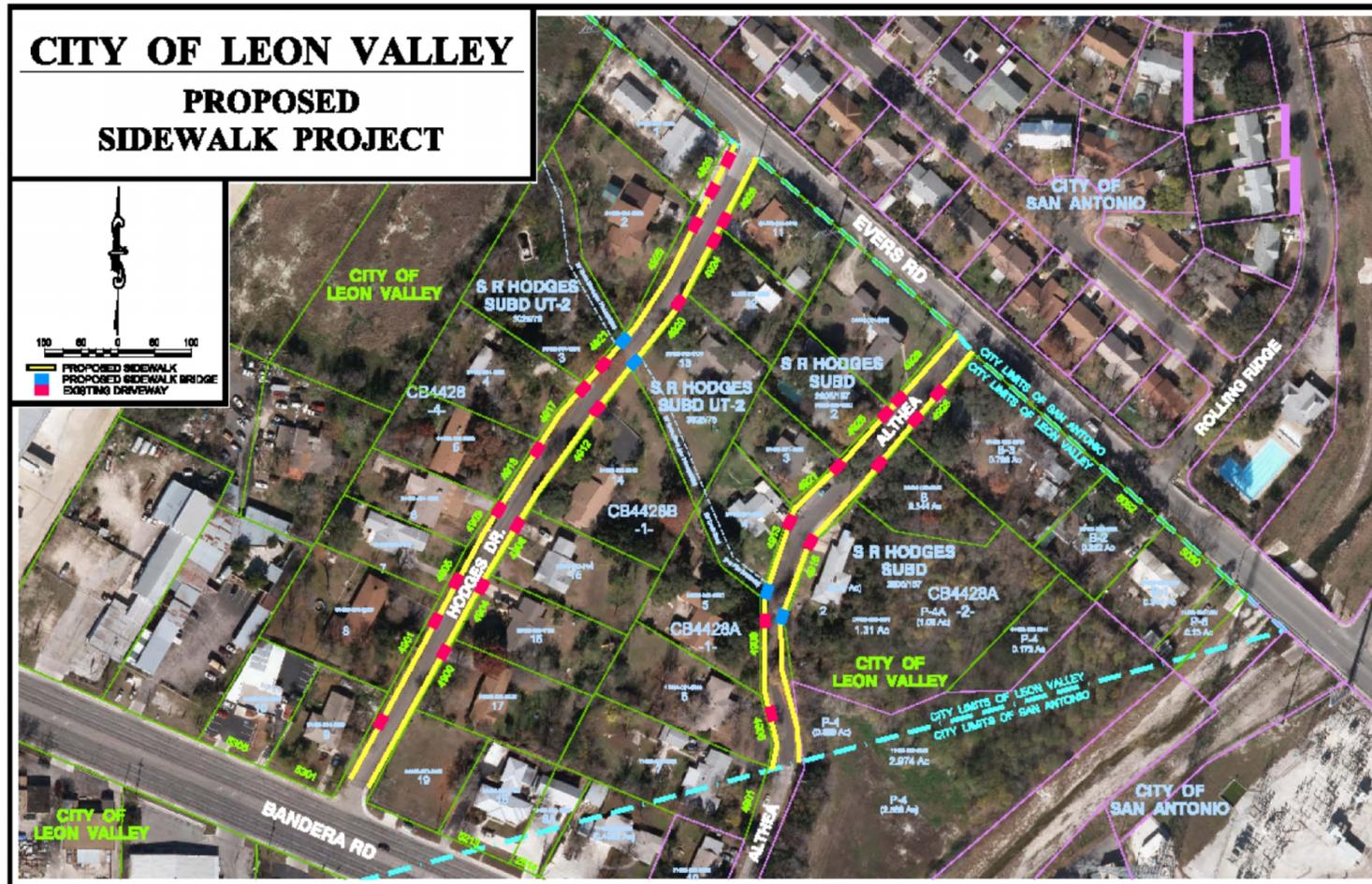


# Past CDBG Projects

Program Year	Project	Allocation
1986	Senior Citizens Center	104,900.00
1993	Handicap Accessible Curb & Sidewalk Improvements	187,150.00
1994	Raymond Rimkus Park Handicap Accessible Improvements	14,413.00
1995	Handicap Accessible Improvements	6,714.00
1996	Sewer Main Replacement	100,000.00
1998	El Verde Rd. Street Reconstruction	137,391.00
1999	El Verde Rd. Drainage Improvements I	205,243.00
2000	El Verde Rd. Drainage Improvements II	192,271.00
2001	El Verde Rd. Drainage Improvements III	177,068.00
2002	El Verde Rd. Drainage Improvements IV	230,720.00
2005	Handicap Accessible Sidewalk Project	98,983.00
2006	ADA Park Playground Improvements Project	151,000.00
2007	ADA Handicap Accessible Sidewalks & Curbs	53,114.00
2008	Senior Center Improvements*	45,050.00
2009	Senior Center Improvements	104,222.00
	<b>Total</b>	<b>\$1,808,239.00</b>



# FY13 Proposed Project





# Estimated Project Cost

ADA Compliant Ramps and 3,400 LF Sidewalks	
Total Construction	\$175,275
Professional Services	\$30,000
Planning	\$5,000
Contingency	\$20,000
Total	\$230,275



# S.E.E. Impact Statement

- **Social-** CDBG-funded projects are targeted towards those of low-to-moderate income levels. For the purposes of this grant program, the disabled are presumed to be of low-to-moderate income.
- **Economic**– If selected and funded as requested, the project will be constructed at little to no cost to the city. Matching funds may need to be provided by the City as a condition for project approval.
- **Environmental-** Design and construction will be completed in an environmentally sensitive manner.



# Recommendation

- Staff recommends that Council authorize the submission of the FY 13 CDBG application.
- Bexar County will notify the City of project eligibility status March 28th and preliminary selection of projects will be presented at Commissioners Court in June of 2013.



# FY 2013 Proposed CDBG Grant Project

Marisa Flores, Assistant to the Director  
February 19, 2013

MAYOR AND COUNCIL COMMUNICATION

DATE: February 19, 2013  
M&C # 02-10-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CROWNHILL BUILDERS, INC FOR THE LEON VALLEY LIBRARY CHILDREN’S WING EXPANSION AT A NOT TO EXCEED AMOUNT OF \$533,000 WITH A \$10,000 CONTINGENCY FOR A TOTAL OF \$543,000 AND APPROVAL OF BUDGET ADJUSTMENTS AND RELATED ORDINANCE FOR ADMINISTRATIVE PURPOSES AND TO FULLY FUND THE PROJECT IN THE CORRECT FUND.

**PURPOSE**

The City requested and received eight (8) Requests for Proposals from contractors for a 4,000 square foot building expansion to the Leon Valley Public Library for a proposed Children’s Wing. Crownhill Builders, Inc. submitted the best overall proposal of \$533,000 with a \$10,000 contingency for a total of \$543,000. As always, the \$10,000 contingency will only be used in the event of an unanticipated issue during construction.

The available funding for the expansion is \$507,224; however, to fully fund the expansion and the \$10,000 contingency, an additional \$35,776 is needed from the General Fund Capital Reserve. The funding for the expansion is coming from the Fiscal Year 2013 Budget, Friends of the Library, CIED Fund, Library reserve, and the Capital Reserve as follows:

Fiscal Year 2013 Budget	\$163,090	Budget Balance (Budgeted amount
		\$165,000)
CIED Fund	\$200,000	
Library Reserve	\$ 14,134	
Friends of the Library	\$130,000	
<b>General Capital Reserve</b>	<b><u>\$ 35,776</u></b>	
<b>Total Project Cost</b>	<b>\$543,000</b>	

To accurately reflect the entire cost of the expansion, including the \$10,000 contingency in the General Fund where the expenditures will occur and the additional funding needed, the following Budget adjustments are requested:

**Expenditures:**

Library Capital Buildings \$379,910

**Revenue and Other Financing Sources:**

Operating Transfers in	\$200,000	Transfer From CIED Fund
Friends of the Library Contribution	\$130,000	

**FISCAL IMPACT**

An additional \$35,776 is needed from the General Fund Capital Reserve for the expansions. The remainder of the funding is as stated above.

**RECOMMENDATION**

It is recommended that the City Council adopt an ordinance authorizing the City Manager to enter into a contract with CrownHill Builders, Inc., and that the related budget adjustments be approved.

**S.E.E. IMPACT STATEMENT**

**Social Equity** - Enhances the community and quality of life, and provides increased educational opportunities for children in the Leon Valley and surrounding areas.

**Economic Development** - Provides a destination that attracts increased traffic and potential patrons for area businesses.

**Environmental Stewardship** - Makes good use of otherwise undesirable property for the public good.

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

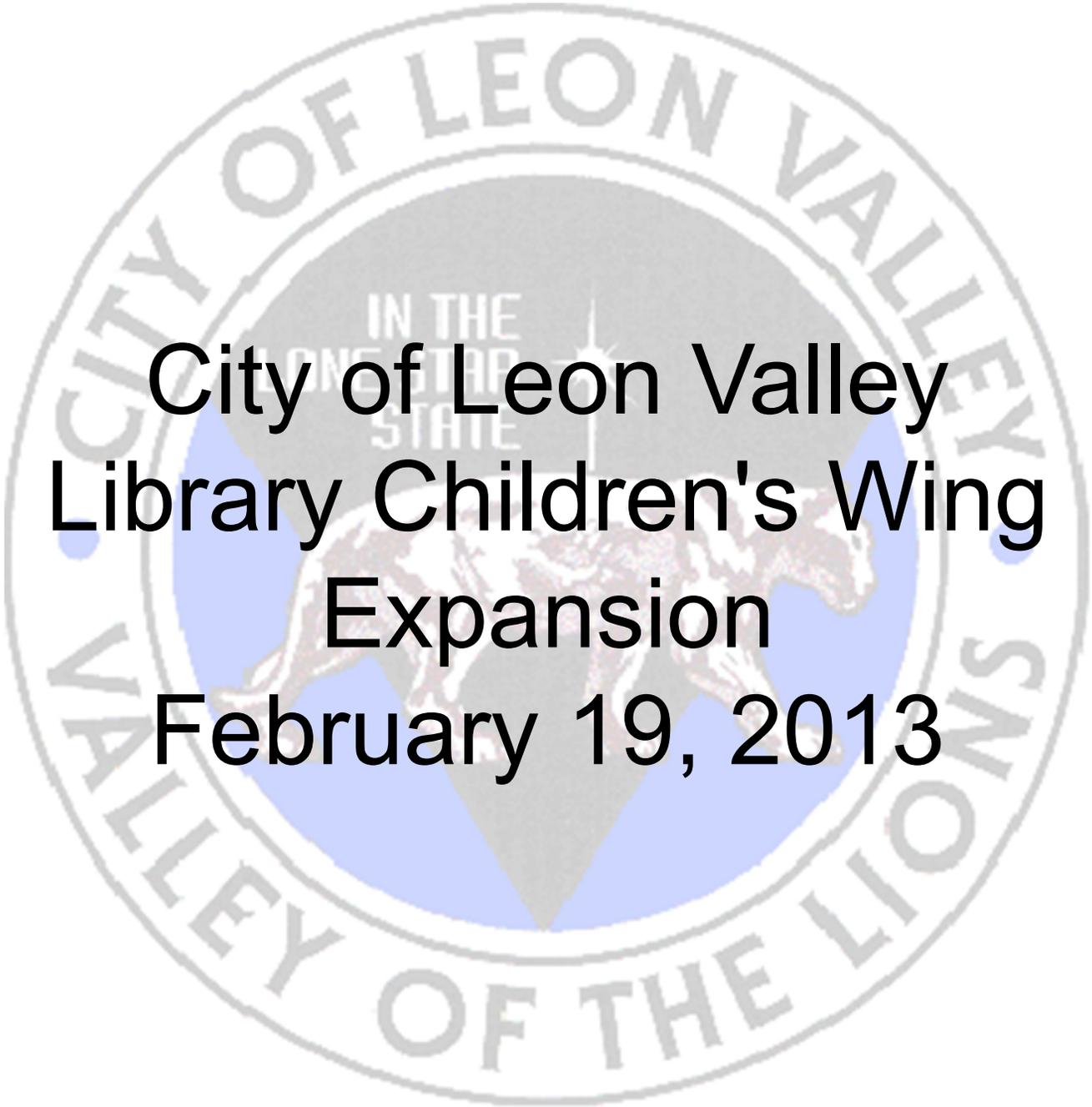
APPROVED WITH THE FOLLOWING

AMENDMENTS: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

The seal of the City of Leon Valley of the Lions is a circular emblem. It features a central shield with a lion rampant, a five-pointed star above it, and the text "IN THE LONE STAR STATE" on either side. The shield is set against a blue background. The outer ring of the seal contains the text "CITY OF LEON VALLEY" at the top and "VALLEY OF THE LIONS" at the bottom.

**City of Leon Valley  
Library Children's Wing  
Expansion  
February 19, 2013**



# Project

- 4,000 square foot expansion of existing library for a Children's Wing
- 8 Requests for Proposal received
- Crownhill Builders, Inc. selected as best overall proposal
- Total amount for construction \$533,000, with \$10,000 contingency
- \$543,000 total funding needed



# Funding



# Budget Adjustments

- Expenditures
  - Library and Capital Buildings \$379,910
- Revenue & Other Financing Sources
  - Operating Transfers In (CIED Fund) \$200,000
  - Friends of the Library Contributions \$130,000



# Fiscal Impact

- Additional \$35,776 needed from General Fund Capital Reserve for expansion project



# Proposed Timeline

- February 2013
  - Contract & budget adjustments to City Council for consideration/approval
  - Groundbreaking Ceremony
- March 2013
  - Final plans submitted & approved, permits issued
  - Site preparation begins



# Proposed Timeline

- April 2013
  - Steel at site, building construction begins
- July 2013
  - Library closed for interior remodel (3-6 weeks)
- Aug 2013
  - Expansion substantially complete
- Sept 2013
  - C of O issued, expansion opened



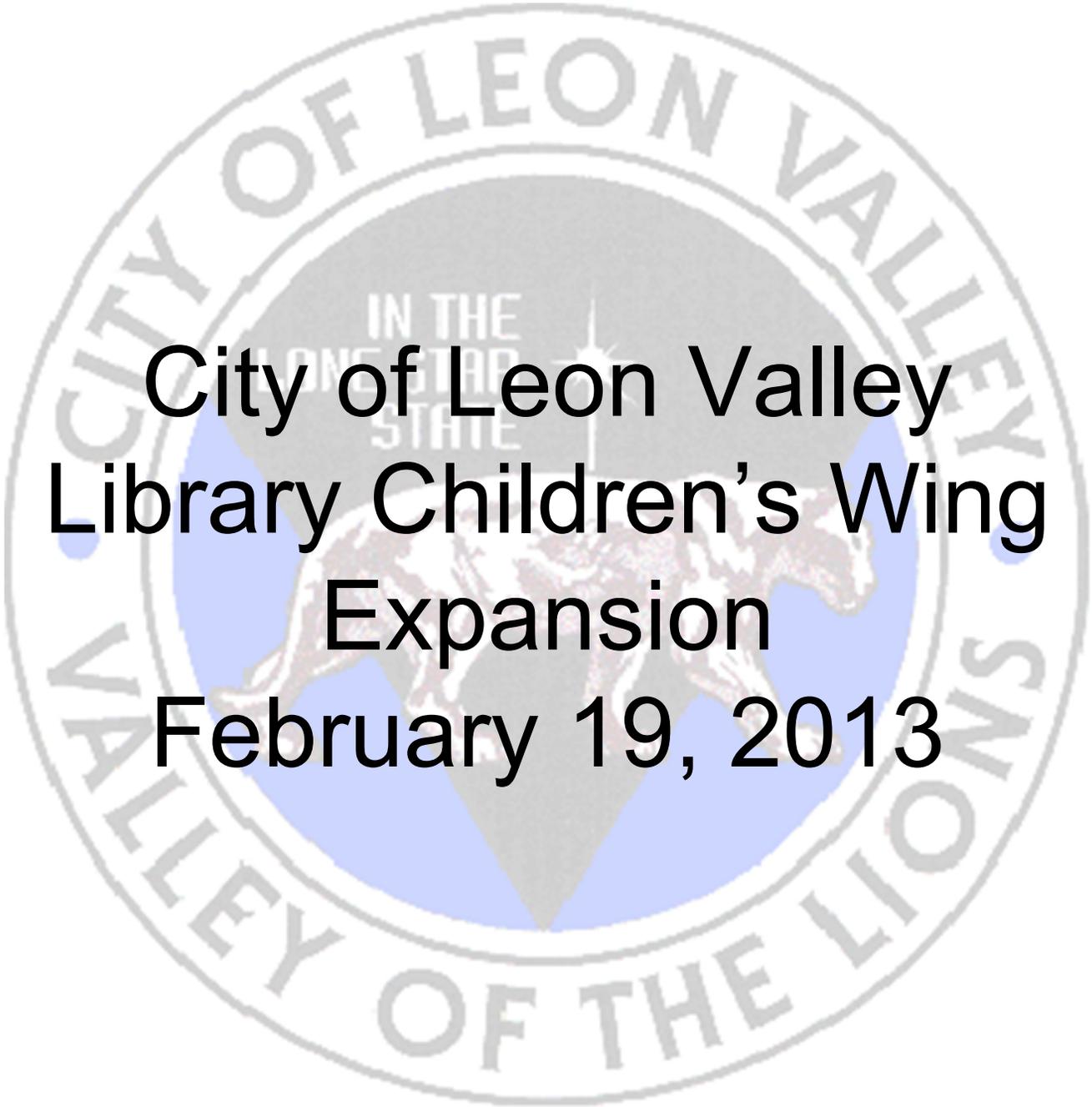
# S.E.E. Impact Statement

- **Social Equity**
  - Enhances community & quality of life, provides increased educational opportunities for all youth in Leon Valley & surrounding area
- **Economic Development**
  - Provides a destination that attracts increased traffic & potential patrons for area businesses
- **Environmental Stewardship**
  - good use of undesirable property for the public good



# Recommendation

- Authorize City Manager to enter into contract with Crownhill Builders, Inc.
- For construction of Library Expansion
  - 4,000 sq ft Children's Wing
- Contract price of \$533,000, with \$10,000 contingency
- Approve related budget adjustments for total project funding

The background features a large, faded circular seal. The outer ring of the seal contains the text "CITY OF LEON VALLEY" at the top and "VALLEY OF THE LIONS" at the bottom. Inside this ring, there is a central emblem depicting a lion standing on a globe. Above the lion, the text "IN THE LONE STAR STATE" is visible. The seal is rendered in a light gray color.

**City of Leon Valley  
Library Children's Wing  
Expansion  
February 19, 2013**

# AIA<sup>®</sup> Document A101<sup>™</sup> - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «Twentieth» day of «February» in the year «Two Thousand Thirteen»

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, legal status, address and other information)

«City of Leon Valley» « »  
«6400 El Verde Road  
Leon Valley, TX 78238  
«Telephone Number: 210-648-1391»  
« »

and the Contractor:

(Name, legal status, address and other information)

«Crownhill Builders, Inc.  
«8400 Blanco Road, Suite 302  
San Antonio, TX 78216»  
«Telephone Number: 210-344-0297»  
« »

for the following Project:

(Name, location and detailed description)

«Public Library Children's Wing Addition»  
«6425 Evers Road  
Leon Valley, TX 78238  
CB 4445 P-308 ABS 741»

The Architect:

(Name, legal status, address and other information)

«Richard Mogas Architecture AIA» « »  
«317 Lexington, Suite 4  
San Antonio, TX 78215»  
«Telephone Number: 210-226-2220»  
« »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

«The commencement date will be fixed in a notice to proceed.» Notice to proceed shall not be given prior to obtaining the building permit.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «175 » («One hundred seventy-five ») days from the date of commencement, or as follows: (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« »

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **«Five Hundred Forty-three Thousand Dollars and Zero Cents»** (\$ **«543,000.00»** ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

«None »

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Interior Signage	\$1,000.00

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **«30th»** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **«15th»** day of the **«following»** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **«Fifteen»** (**«Fifteen»**) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~«Ten percent»~~ (~~«10.00%»~~). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~«Ten percent»~~ (~~«10.00%»~~);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

~~«Language to the contrary notwithstanding, the retainage provided for, of ten percent, subject to correction for defective work, shall be reduced to five percent upon the Contractor achieving Substantial Completion according to the Contract. »~~

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

~~« At Substantial Completion of the project, the Architect shall issue a Certificate of Substantial Completion with "punch list" attached. Such "punch list" items resulting from walk through by Owner, Architect and Contractor will~~

be promptly completed by Contractor. Upon completion of these items, final payment of the Contract Sum shall be paid to Contractor in full within (15) fifteen calendar days and prior to Owner taking possession of premises. »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »  
« »  
« »  
« »

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction. Non-jury trial in the appropriate County in Texas.

Other *(Specify)*

« »

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

«6.00%» «monthly»

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

«Melinda Smith »  
«6400 El Verde Road  
Leon Valley, TX 78238»

« »  
« »  
« »

« »

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Renee Fruht  
8400 Blanco Road »  
San Antonio, TX 78216  
210-344-0297»

« »  
« »  
« »  
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

- « 1. Should any changes from the scope of the Contractor's work be required by and Municipal, State or Federal entity, and should changes incur additional costs, then such costs shall be added to Contract Sum.
- 2. Contractor shall only accomplish disability items that are specifically and clearly shown on the blueprints. Contractor shall not be responsible for disability items that are inferred by general notes or statements that the construction shall be disability compliant.
- 3. Owner shall re-identify all property corners prior to construction, upon notice by Contractor.
- 4. Utility fees of any type shall be paid for by the Owner.»
- 5. All landscaping & tree removal by Owner except for the placement of the decomposed granite.
- 6. All asphalt repairs will be made by the Owner.
- 7. All concrete curbs by the Owner.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«Specifications Volume I & Volume II Dated: February 2013 »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«Index of Drawings attached as exhibit "A" Dated: FEB 11, 2013 »

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1		1
Addendum 2		1-3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:



- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*



**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Payment & Performance Bond	100% of the Contract

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

\_\_\_\_\_  
**OWNER (Signature)**  
 «:»«:»  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**  
 «Renee Frueht »«President »  
 \_\_\_\_\_  
*(Printed name and title)*

# Exhibit "A"

## INDEX OF DRAWINGS

### GENERAL

- G1.0 COVER & INDEX OF DRAWINGS & GENERAL NOTES
- G1.1 CODE ANALYSIS

### ARCHITECTURAL

- A1.1 DEMOLITION SITE PLAN
- A1.2 NEW SITE PLAN & ROOF PLAN
- A1.3 SITE DETAILS
- A2.1 DEMOLITION FLOOR PLAN
- A2.2 NEW FLOOR PLAN & ENLARGED
- A2.3 REFLECTED CEILING PLAN
- A3.1 EXTERIOR ELEVATIONS
- A3.2 EXTERIOR ELEVATIONS
- A4.1 BUILDING SECTIONS
- A5.1 WALL SECTIONS
- A5.2 WALL SECTIONS
- A6.1 INTERIOR ELEVATIONS
- A6.2 INTERIOR ELEVATIONS
- A6.3 INTERIOR ELEVATIONS
- A7.1 DETAILS
- A8.1 SCHEDULES

### STRUCTURAL

- S1.1 FOUNDATION & ROOF FRAMING PLANS
- S2.1 SECTIONS & DETAILS
- S2.2 SECTIONS & DETAILS
- S3.1 GENERAL NOTES & SECTIONS & DETAIL

### MECHANICAL

- M0.1 MECHANICAL LEGEND SYMBOLS & ABBREVIATIO
- M1.1 FLOOR PLAN HVAC
- M2.1 MECHANICAL DETAILS
- MD1.1 FLOOR PLAN DEMO - HVAC

### ELECTRICAL

- E0.1 SYMBOLS & ABBREVIATIONS
- E0.2 SITE PLAN - ELECTRICAL
- E1.1 FLOOR PLAN LIGHTING
- E2.1 FLOOR PLAN POWER & SIGNAL
- E3.1 ONE-LINE DIAGRAM PANEL SCHEDULES
- ED1.1 FLOOR PLAN DEMO - ELECTRICAL

### PLUMBING

- P0.1 PLUMBING LEGEND SYMBOLS & ABBREVIATIONS
- P1.1 FLOOR PLAN PLUMBING
- P2.1 PLUMBING DETAIL
- PD1.1 FLOOR PLAN DEMO - PLUMBING

**AN ORDINANCE**

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

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

- I. The attached Mayor and Council Communication # **02-10-13** contains an amendment to the original Budgets for the City of Leon Valley, Texas, for the Fiscal Year 2013 a true copy of which is file in the office of the City Secretary and made a part hereof by reference, are hereby amended and approved and ordered filed in the office of the City Secretary.

**General Fund**

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

**PASSED** and **APPROVED** this 19th day of February 2013.

\_\_\_\_\_  
Mayor Chris Riley

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office  
Denton, Navarro, Rocha and Bernal, PC

**Agenda Item 10**

**MAYOR AND COUNCIL COMMUNICATION**

**DATE: February 19, 2013**  
**M&C # 02-11-13**

**TO: MAYOR AND CITY COUNCIL**

**SUBJECT: APPROVAL TO INCREASE THE COMMITTED FUND BALANCE IN THE GENERAL FUND FOR NATURAL/MAN-MADE DISASTERS BY \$100,000.**

**PURPOSE**

To obtain approval to increase the Committed Fund Balance in the General Fund by \$100,000. On September 20, 2012, the City Council adopted a Fund Balance Policy as required by the Government Accounting Standards Board (GASB). A major component of the policy included the designation of a Committed Fund Balance for Natural/Man-Made Disaster Emergencies for the General Fund that equals to three (3) months operating expenses.

The City currently has committed \$800,000 for this purpose. The intent of the policy is to increase the Committed Fund Balance as funds permit. Based on the Fiscal Year 2013 Budget, three (3) months operating expenses would equal to \$1,703,516.

Funding for the increase would come from the General Fund Capital Reserve that had a balance of \$2,387,255 as of September 30, 2012. That fund balance has increased by \$1,183,207 over the last ten fiscal years. This increase allows the City the flexibility to strengthen the Committed Fund Balance.

**FISCAL IMPACT**

The increase in the Committed Fund Balance would come from the Capital Reserve.

**RECOMMENDATION**

Staff is recommending to increase the Committed Fund Balance in the General Fund by \$100,000.

**S.E.E. IMPACT STATEMENT**

**Social Equity** - The Fund Balance Policy purpose is to provide a stable financial environment for the City of Leon Valley's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained.

**Economic Development** - Utilizing taxpayer monies to maximize public safety, City administration and City programs/services allows the City to actively pursue Economic Development opportunities.

**Agenda Item 10**

Environmental Stewardship -The City's El Verde by 2020 initiative continues to be supported through careful allocation of budgetary dollars that promotes sustainability.

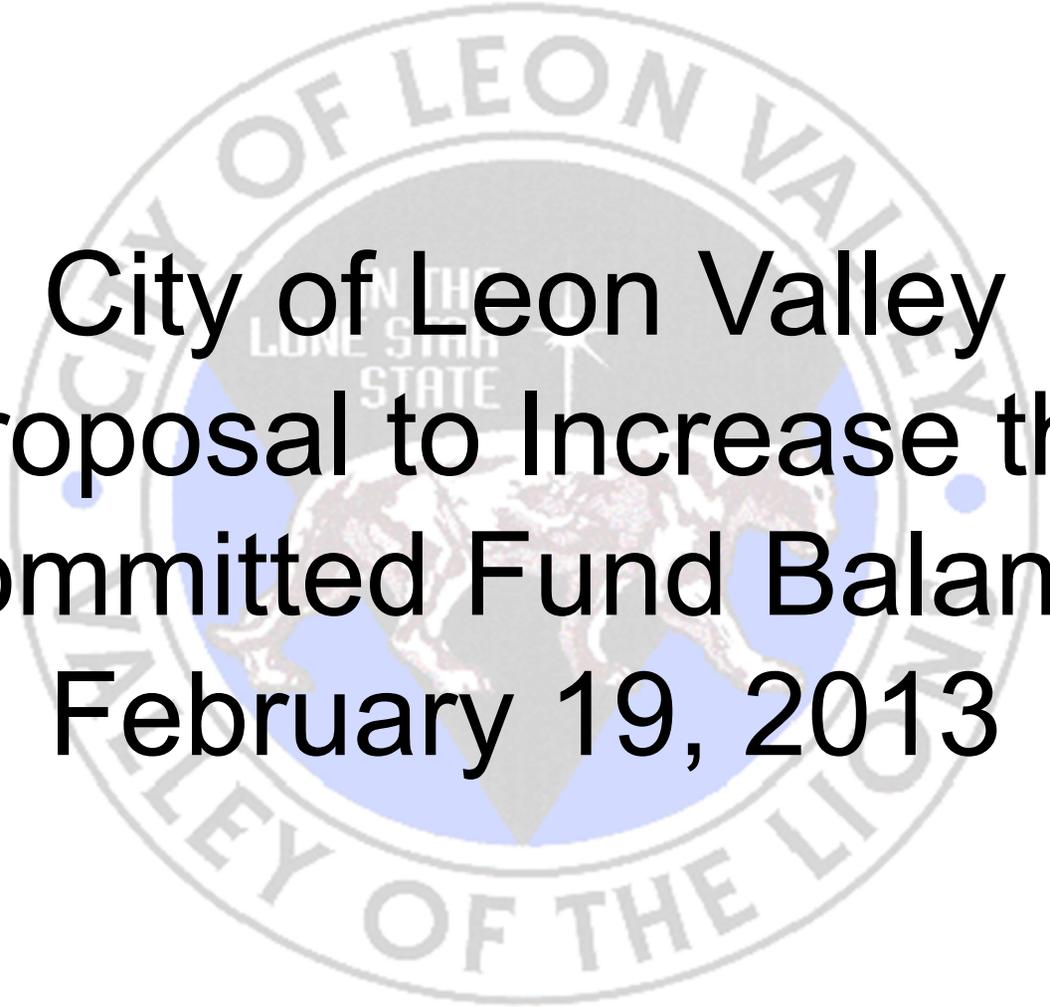
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

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

---

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary



**City of Leon Valley  
Proposal to Increase the  
Committed Fund Balance  
February 19, 2013**



# Overview

- On September 20, 2012, the City Council adopted a Fund Balance Policy as required by the Government Accounting Standards Board (GASB)



# Overview

## Continued

- A major component of the policy included the designation of a Committed Fund Balance for Natural/Man-Made Disaster Emergencies for the General Fund that equals to three (3) months operating expenses
- The City currently has committed \$800,000 for this purpose



# Overview

## Continued

- The intent of the policy is to increase the Committed Fund Balance as funds permit
- Based on the Fiscal Year 2013 Budget, three (3) monthly operating expenses would equal to \$1,703,516



# Recommendation

- Staff is recommending to increase the Committed Fund Balance in the General Fund by \$100,000
- Funding for the increase in the Committed Fund Balance would come from the General Fund Capital Reserve



# Recommendation

- The General Fund Capital Reserve had a balance of \$2,387,255 as of September 30, 2012
- That balance has increased by \$1,183,207 over the last ten fiscal years
- This increase allows the City the flexibility to strengthen the Committed Fund Balance

**City of Leon Valley  
Proposal to Increase the  
Committed Fund Balance  
February 19, 2013**

**MAYOR AND COUNCIL COMMUNICATION**

**DATE: February 19, 2013  
M&C # 02-12-13**

**TO: MAYOR AND CITY COUNCIL**

**SUBJECT: CONSIDER ACTION ON ATTACHED ORDINANCE, REPEALING AND REPLACING APPENDIX A FEE SCHEDULE ARTICLE A11.000 WATER AND SEWER FEES SECTION A11.001 AND PROVIDING A CONFLICTS PROVISION, A REQUEST TO APPROVE SANITARY SEWER RATE INCREASES FOR FISCAL YEAR 2013 (FY13) BY 4.75 PERCENT EFFECTIVE WITH THE APRIL 2013 BILLINGS**

**PURPOSE**

The purpose of this Mayor and Council Communication is to increase rates charged for sanitary sewer usage during Fiscal Year 2013. The Enterprise Fund is the funding vehicle for water and sanitary sewer operations for Leon Valley. Leon Valley is responsible for the maintenance of the sanitary sewer within the city limits and maintains a contract with SAWS to provide wholesale sewer transportation and treatment service. Presently there are about 3,300 sewer connections. The principal factor in this proposed change is the increase in SAWS wholesale class wastewater rates.

**FISCAL IMPACT**

The attached ordinance reflects an increase in sewer rates for FY 13. An increase of 4.75% for the average residential sewer customer will result in an average increase of \$0.20 a month.

**RECOMMENDATION**

Approve the Ordinance to be effective with the April 2013 billings; and advise the San Antonio Water System to increase the rates of customers they serve in Leon Valley accordingly.

**S.E.E. Impact Statement**

**Social Equity** – The City of Leon Valley will promote a superior quality of life to all citizens and businesses by providing a superior water system ensuring the delivery of safe, potable water, in sufficient quantity at equitable pricing to ensure the continued maintenance and operations of the City of Leon Valley’s Water and Sanitary Sewer System.

**Economic Development** – Cities which ensure a superior quality of life to its citizens and businesses ensure business attraction and retention, the basis of Economic Development. Key to a superior quality of life is the maintenance and operation of a superior water system.

**Environmental Stewardship** – Not applicable.

APPROVED: \_\_\_\_\_DISAPPROVED: \_\_\_\_\_

APPROVED WITH THE FOLLOWING COMMENTS:

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

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

AN ORDINANCE

REPEALING AND REPLACING APPENDIX A FEE SCHEDULE ARTICLE A11.000 WATER AND SEWER FEES SECTION A11.001 AND PROVIDING A CONFLICTS PROVISION.

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

Section A11.001 Generally.

(a). Water Rates and Charges, all customers residential or non-residential. The rates set forth below are hereby established and shall be charged for water provided effective for all billings effective with the November 2012 billings and after publication as required by law:

(1) <u>Meter Size</u>	<u>Residential Meter Charge</u>	<u>Non-Residential Meter Charge</u>
5/8" Res	\$ 9.36	\$ 12.30
3/4"	\$13.39	\$ 15.08
1"	\$19.06	\$ 19.06
1 1/2"		\$ 30.72
2"		\$ 45.28
3"		\$ 74.42
4"		\$147.26
6"		\$292.94

(2) Residential service Water Rates:

1st 7,481 Gallons	\$1.08/1,000 Gallons
Next 5,236 Gallons	\$2.00/1,000 Gallons
Next 4,488 Gallons	\$2.95/1,000 Gallons
Over 17,205 Gallons	\$3.77/1,000 Gallons

(3) Non-residential service Water Rates:

1st 748,100 Gallons	\$1.68/1,000 Gallons
Over 748,100 Gallons	\$1.96/1,000 Gallons

(b) Water service fees.

- (1) Impact fees: See article A16.000 (Impact Fees)
- (2) Tapping fee:
  - (A) By Public Works or
  - (B) By Public Works or owner (site specific)

(c) Residential Sewer Service Rates:

- (1) Sewer service rates, residential

- 0 to 4,488 gallons of water minimum charge of \$13.55 per month
- Over 4,488 gallons of water (Leon Valley) \$2.25/1,000 gallons
- Over 4,488 gallons of water (SAWS trans. & treatment) \$2.82/1,000 gallons

(2) Methods for adjusting Monthly Residential Sewer Charges

(A) Final Billings: As to all final billings, either the “winter average” monthly sanitary sewer service charge, or the “interim average” monthly sanitary sewer service charge, or the “unmetered residential charge”, whichever is in effect at the termination of service for residential customers, will be the basis for final charge at a pro-rated amount of the total charges in excess of the monthly minimum divided by 30 days for each day connected to the system, plus the minimum monthly charge.

(B) New customers who have not established a monthly sanitary service charge within the service area during the preceding six months:

- (i) New Customers that move into the service area who have not established a winter average shall be charged the system sewer system average.
- (ii) New customers that move into the service area after the first day of a billing period and before the last day of the billing period will be billed for the system winter average volume at a pro-rated amount of the total charges in excess of the monthly minimum divided by 30 days for each day connected to the system, plus the minimum monthly charge.

(d) Non-residential Sewer Service Rates:

- 0 to 2,244 gallons of water minimum charge of..... \$13.55 per month
- Over 2,244 gallons of water (Leon Valley).....\$2.25/1,000 gallons
- Over 2,244 gallons of water (SAWS trans. & treatment).....\$2.82/1,000 gallons

(e) Public entity. Use residential rates applied to 70% of water meter volume.

(f) Excess Volume Charge

(1) All residential customers shall be charged the following surcharge for all metered water consumption when the Excess Volume charge is in effect. This surcharge shall be in addition to subsection (a) of this section.

EXCESS VOLUME CHARGE

<u>STEP IN GALLONS</u>	<u>SURCHARGE PER 1,000 GALLONS</u>
First 7,481 gallons	\$0.00
Next 9,725 gallons	\$0.17
All in excess of 17,205 gallons	\$0.51

(2) The Excess Volume Charge rate shall be in effect during periods specified by City Council action.

(g) Edwards Aquifer Authority Fee – All customers shall be charged the following additional fee based on the meter consumption per month: \$0.36/1,000 gallons

(h) Water Supply Fee – All customers shall be charged the following additional fee based on their meter consumption per month: \$0.4289/1,000 gallons.

(i) Connection to privately funded line: As per refund contract

(j) Service deposit (refundable): 10% of impact fees.

(k) Other

(l) Sewer service impact fees:

(1) Fee for sewer trench permit: \$30.00 /conn.

(2) Impact fees: See article A16.000 (Impact Fees)

(3) Tapping fee: Determined by Public Works

(4) Connection fee: \$75.00/connection all sizes

(5) S.A. Ord 56261 – collection by Leon Valley: \$866.00/residential lot or as determined by SAWS.

(6) Connection to privately funded line: As per refund contract

(7) Other

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

This ordinance shall become effective with the April 2013 billings and with publication as required by law.

PASSED and APPROVED this the 19<sup>th</sup> day of February 2013.

ATTEST:

\_\_\_\_\_  
Chris Riley, Mayor

\_\_\_\_\_  
Janie Willman, City Secretary

APPROVED AS TO FORM:

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



# Sewer Fee Increase

Marisa Flores, Assistant to the Director

February 19, 2013



# Sewer Increase

- SAWS provides wholesale sewer transportation and treatment service to the City of Leon Valley
- Sewer fee rate increase of 4.75% due to SAWS increase of wholesale class wastewater rate



# Residential Sewer Rates

Consumption Gallons	Current Monthly Bill	Proposed Monthly Bill	Increase Monthly
3,741	\$ 13.55	\$ 13.55	\$ -
5,000	\$ 16.03	\$ 16.14	\$ 0.11
<b>5,359*</b>	<b>\$ 17.77</b>	<b>\$ 17.96</b>	<b>\$ 0.20</b>
7,481	\$ 28.04	\$ 28.71	\$ 0.67
10,000	\$ 40.23	\$ 41.47	\$ 1.24
14,962	\$ 64.24	\$ 66.60	\$ 2.36
18,703	\$ 82.35	\$ 85.55	\$ 3.20
22,443	\$ 100.45	\$ 104.49	\$ 4.04

\* Winter Sewer Average



# Commercial Sewer Rates

Consumption Gallons	Current Monthly Bill	Proposed Monthly Bill	Increase Monthly
5,000	\$ 26.89	\$ 27.51	\$ 0.62
10,000	\$ 51.09	\$ 52.83	\$ 1.74
22,443	\$ 111.31	\$ 115.86	\$ 4.55
33,665	\$ 165.63	\$ 172.69	\$ 7.06
50,000	\$ 244.69	\$ 255.43	\$ 10.74
56,108	\$ 274.25	\$ 286.37	\$ 12.12
100,000	\$ 486.69	\$ 508.68	\$ 21.99
112,215	\$ 545.81	\$ 570.55	\$ 24.74
149,620	\$ 726.85	\$ 760.01	\$ 33.16
200,000	\$ 970.69	\$ 1,015.18	\$ 44.49
224,430	\$ 1,088.93	\$ 1,138.92	\$ 49.99
748,100	\$ 3,623.49	\$ 3,791.31	\$ 167.82



# Sewer Fee Increase

Marisa Flores, Assistant to the Director

February 19, 2013

MAYOR AND COUNCIL COMMUNICATION

**DATE: February 19, 2013  
M&C # 02-13-13**

**TO: MAYOR AND CITY COUNCIL**

**SUBJECT: CONSIDER ACTION ON AN ORDINANCE ESTABLISHING THE AUTHORITY AND RIGHTS, STRUCTURE AND MEMBERSHIP, INCLUDING CITY COUNCIL LIAISON ASSIGNMENTS, DUTIES AND RESPONSIBILITIES, AND SUNSET PROVISION FOR THE RECOMMENDED COMMITTEES; COMMUNICATIONS, BRANDING, AND SPECIAL EVENT/FESTIVAL, ARISING FROM THE JANUARY 26, 2013 TOWN HALL MEETING**

**PURPOSE**

On January 26, 2013, the Leon Valley City Council conducted a Town Hall Meeting to consider among other business, the means by which to improve City communications, determine branding, including updating the City's identity, and to establish the basis for a future festival incorporating the elements recommended by the facilitating consultant, Mr. Mike De La Garza, arising from the public component exercises.

The City Council discussed at its February 5 City Council Meeting the need to act with urgency and responsiveness to initiate the work of the three recommended committees; Communication, Branding, and Special Event/Festival.

As the outcome of these decisions will serve to solidify the City's identity, affecting the perception of the City of Leon Valley for years to come in the mindset of the public, prospective residents, developers, and businesses, the recommendation is to include the stakeholders; committees comprised of public volunteers and representative organizations.

Each of the three committees; communications, branding, and special event/festival will serve as a sub-committee of the City Council; with the Mayor and City Council Members fulfilling the positions of the Chair and Vice-Chair, two City Council Members (Mayor and City Council Member or City Council Member and City Council Member) on each of the three committees, to allow equal participation by the Mayor and each Council Member. The net effect is for the residents of the City of Leon Valley to benefit from the Mayor and City Council's cumulative years of service and understanding of the unique identity and spirit that are Leon Valley.

The enabling ordinance has blanks in it so that the Mayor and each City Council Member can self-designate their committee of service.

Each of the three committees will be open to volunteer appointments in a process similar to that employed in the 2012 Commemoration Committee process. Volunteers would apply using the City's application, with applications being brought forward for the City Council's consideration for appointment.

With the work of each of the committees expected to be extensive and requiring City resources and staff support, the City Manager will designate a staff member to serve as a staff liaison to each of the committees.

An ordinance follows this document for the City Council's consideration that establishes the authority and rights, structure and membership, including Mayor and City Council membership assignments, duties and responsibilities, and a sunset provision for the three recommended committees; communications, branding, and special event/festival arising from the January 26, 2013 Town Hall Meeting in a manner similar to the ordinance establishing the 2012 Leon Valley Bond Oversight Committee.

The Leon Valley City Council desires to have citizen input and oversight regarding those elements which will define its identity, enhance its communications and establish a citywide festival reflecting both its current and future identity employing elements of the City's community, cultural, and historical heritage. Therefore, the creation of the Communications, Branding, and Special Event/Festival Committees will provide a means to meet these goals while ensuring inclusion, participation, transparency, and accountability.

The Committees' charge will be to foster communication, establish branding, and determine a festival identity with the inaugural 'new' festival recommended to be staged no later than June 2014.

Each of the three Committees will function independently and be responsible to the Leon Valley City Council and to the general public. The Committees' purpose is to ensure that the recommendations arising from the Town Hall Meeting are successfully developed and incorporated with the input and work of the public volunteers, community stakeholders including citizens, businesses, youth, the Chambers in the greater Leon Valley area, civic groups, the City of San Antonio, and the Texas Department of Transportation, and other individuals or groups as may be determined as the work of the Committees evolves.

The Committees will counsel and provide input to the Mayor and City Council, but will not have management or policy-setting responsibilities.

The authority and rights of the Committees will be set forth in a common charter.

**RECOMMENDATION**

That the City Council adopt the ordinance enabling the creation of the three committees arising from the January 26, 2013 Town Hall Meeting with the following City Council Liaisons:

- Branding Committee
  - \_\_\_\_\_
  - \_\_\_\_\_
- Communications Committee
  - \_\_\_\_\_
  - \_\_\_\_\_
- Special Event/Festival Committee
  - \_\_\_\_\_
  - \_\_\_\_\_

**FISCAL IMPACT**

Funding in the amount of \$22,500, has been set aside to secure the professional services of Mike De La Garza, MDLG + Company, to serve as professional facilitator, to work with and assist the Branding Committee with the development of a graphic representation (logo) and

new slogan and to fund the City's new, as yet-to-be-determined City Special Event/Festival to be staged by no later than June 2014.

**S.E.E. IMPACT**

**Social Equity** – To ensure social equity, invite economic development, and demonstrate environmental stewardship through the cumulative wisdom of the City's residents, and other community stakeholders, working through its Mayor and City Council Members, using the guidance of staff and professional consultants in a process designed to improve communications, branding, and establish a citywide festival.

**Economic Development** – N/A

**Environmental Stewardship** – N/A

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

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

APPROVED WITH THE FOLLOWING COMMENTS: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary

**AN ORDINANCE**

**AMENDING CHAPTER 1 “GENERAL PROVISIONS, ARTICLE 1.06 “BOARDS, COMMISSIONS AND COMMITTEES” OF THE LEON VALLEY CITY CODE OF ORDINANCES TO ADD SECTION 1.06.004, “COMMUNICATIONS,” “CITY BRANDING,” AND “SPECIAL EVENT/FESTIVAL,” AND PROVIDING FOR EACH OF THE THREE COMMITTEES, A CREATION MECHANISM, AND GRANTING THE AUTHORITY AND RIGHTS AS SET FORTH WITHIN A COMMON CHARTER FOR THREE COMMITTEES**

**WHEREAS,** THE LEON VALLEY CITY COUNCIL CONDUCTED A TOWN HALL MEETING IN JANUARY 2013 TO DISCUSS THE MEANS FOR IMPROVING THE CITY’S COMMUNICATIONS, RENEWING AND REFRESHING THE CITY’S BRANDING AND IDENTITY, AND ESTABLISHING A CITYWIDE FESTIVAL; AND

**WHEREAS,** THE OUTCOME OF THE TOWN HALL MEETING WAS POSITIVE, COHESIVE, AND DETERMINANT; AND

**WHEREAS,** THE LEON VALLEY CITY COUNCIL DESIRES TO ACT WITH RESPONSIVENESS AND URGENCY TO FACILITATE THE WORK OF THE THREE RECOMMENDED COMMITTEES

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

1. The Leon Valley City Code, Chapter 1, “General Provisions”, Article 1.06 “Boards, Commissions, and Committees” is hereby amended to add and hereafter read as follows;

- 1.06.004 Communications Committee
- 1.06.004 Branding Committee
- 1.06.004 Special Event/Festival Committee

**Committees’ Charge**

On January 26, 2013, the Leon Valley City Council conducted a Town Hall Meeting to update the City’s residents and community stakeholders by presentations on the construction activity anticipated to begin in August 2013 and culminating with the City’s \$7 million bond funded capital facilities improvements. Integral to the communications process was the discussion of communications strategies and the development of a community identity. The public component included a series of exercises by the residents and community stakeholders in attendance. The common charge for the three committees; Communications, Branding, and Special Event/Festival, recommended to be seated and provided resources arising from the Town Hall Meeting, follows.

That the City Manager acting under his signatory authority has set aside an initial amount of \$22,500 to secure the services of a professional facilitator, to work with and assist the Branding Committee with the development of a graphic representation (logo)

and new slogan, and to assist the Special Event/Festival Committee, to fund the City's inaugural new festival to be staged by no later than June 2014. That the City Manager will provide City resources as may be needed by each of the three of committees, including a staff member to serve as a staff liaison to each of the three committees.

That the work of the three committees is specified as follows:

- **Communications Committee** – Increase and enhance electronic types of communication; consider the opportunity to evolve the City's newsletter, known as *The Lion's Roar* to a new level of sophistication, in the form of a magazine; to consider the use of a 'robo-call' telephone messaging system opportunity for emergency and time-sensitive information; and to approach the Texas Department of Transportation, and other agencies or community partners, as may be appropriate, for messaging opportunities, especially as may relate to traffic-related issues.
- **Branding Committee** – Secure a professional facilitator to move forward a comprehensive branding effort; the result of the branding effort should be a graphic representation (logo) and possibly accompanied by a new slogan, 'representing the "new" Leon Valley; the branding committee's work should involve input from any and all primary stakeholders, while casting a wide net for other interested parties who have significant interest in the advancement of Leon Valley; that the focus of the work generate interest in and attention to Leon Valley as a place with great potential for business growth, as a community proud of its heritage, aligning for its future, with the attributes of authentic community pride and confidence in City services, and City staff, a community valuing friendliness, quality of life, committed to environmental stewardship, and celebrating its historical heritage. That the work should culminate in an image and branding that signifies that Leon Valley is a quality place to call home and in which to conduct business successfully.
- **Special Event/Festival** – A committee comprised of of public volunteers and representative organizations should be assembled with the purpose of advancing ideas and plans for a special event/festival; that the services of a special events planner be secured, to facilitate the discussion. The planner's support efforts would include congealing the input from the committee members, examine and analyze committee plans and desires and return a recommendation that best captures the spirit, purpose, and intent, as put forth by the committee; that the special event/festival takes into account the ongoing and accomplished work on branding and incorporates its essence into the planning and presentation of the event; and that the inaugural special event/festival should be held by no later than June 2014.

The Leon Valley City Council desires to have citizen input and oversight on the effective, efficient, and lawful use of the City's funds for the acquisition and realization of planning arising from its 2013 Town Hall Meeting Committees for the purposes herein previously stated and to determine the City's future identity, branding, communications, and special event or festival.

The Committees function as independent citizen committees, responsible to the Mayor and City Council of Leon Valley, and to the general public. Their purpose is to monitor and discharge the volunteer duties herein stipulated. The Committees counsel and provide input to the Mayor and City Council, but do not have management or policy-setting responsibilities.

## Committee Structure and Membership

- a) Each of the three Committees has an unlimited membership with voting rights and privileges ascribed to those Leon Valley residents serving in a volunteer capacity, appointed by the Mayor and City Council. Appointments to the Committee will be for the duration of the project outlined in the Committee's Charge. The Committee will consist of a Chairperson, Vice Chairperson, Secretary, and its remaining membership.
  
- b) City Council Committee Liaisons, representing the governing body, shall be:
  - (1) Communications
    - \_\_\_\_\_ and
    - \_\_\_\_\_
  
  - (2) Branding
    - \_\_\_\_\_ and
    - \_\_\_\_\_
  
  - (3) Special Event / Festival
    - \_\_\_\_\_ and
    - \_\_\_\_\_
  
- c) The Chairperson and Vice-Chairperson position of each Committee will be fulfilled by the Mayor and City Council, acting in their capacity, as City Council Committee Liaisons.
  
- d) The position of Secretary for each of the three Committees will be elected by the Committee members and will take place within 45 days, or as soon as practicable, following adoption of this ordinance by the Mayor and City Council.
  
- e) All members of each of the three Committees shall be considered to be volunteers of the City of Leon Valley. Each Committee shall function in an advisory capacity only and shall have no authority over City of Leon Valley employees.
  
- f) No Committee member shall receive direct or indirect compensation from the City of Leon Valley for their services as members of the Committee.
  
- g) No Committee member may have an active or pending contract with the City of Leon Valley.
  
- h) The Committees may not include any employee or official of the City of Leon Valley, or than the governing body serving as City Council Liaisons, or

employees assigned by the City Manager to act in the capacity of staff liaison or any vendor or contractor of the City of Leon Valley. City staff liaisons will be non-voting participants of the Committee.

- i) Committee members serve at the pleasure of the Mayor and City Council of Leon Valley. If a Committee member resigns, violates the Ethics Policy contained herein, fails to attend two consecutive Committee meetings without reasonable excuse, or otherwise becomes unable to serve on the Committee, the Chairperson may declare the position on the Committee to be vacant and request that the Mayor and City Council appoint another qualified person to the Committee. Future appointments will follow the process as outlined in this Charter.

### **Duties and Responsibilities**

- a) Each Committee will report to the City Council, on a regular basis, informing the public about the work and progress of the Committee and the expenditure of City funds.
- b) Each Committee will verify its compliance with the purposes set forth in this charter through the regular reporting process to the City Council.
- c) Each Committee's report will be published on the City of Leon Valley's website following presentation to the City Council.
- d) Each Committee may recommend improvements or make other suggestions regarding the effective and efficient use of City funds in furtherance of its charter to the City Council.
- e) The Committee will periodically give status reports to the Leon Valley City Council, when deemed appropriate by the Mayor and as recommended by the Chairman of the Committee.
- f) Committees are not responsible for:
  - (1) approval of contracts or contract change orders;
  - (2) appropriation of City funds;
  - (3) handling legal matters;
  - (4) the selection or engagement of professional service firms;
  - (5) the final approval of the design for each graphic representation (logo) or slogan or city web-based or magazine or other communications-based branding;
  - (6) directing the activities of staff or consultants except through the City Manager or his designee;
  - (7) activities, roles or responsibilities that have been designated to staff or consultants, or any policy-making responsibilities.

## **Committee Meetings**

- a) Each Committee shall meet, on a regular basis and at the discretion of the Chairperson, or Vice-Chairperson (in the absence of the Chairperson), to conduct its work as stipulated in this charter, and to perform other duties as provided herein.
- b) All Committee meetings shall be held within the City of Leon Valley geographic boundaries.
- c) All information received by each Committee will be available to the public under the terms of the Texas Public Information Act and will be retained pursuant to the rules promulgated by the Texas State Archives and Library Commission and the adopted City of Leon Valley Records Retention Schedule and in conformance with the City's Records Management Program.
- d) A quorum of the Committee shall consist of the City Council Liaisons and the City Staff Liaison. A quorum must be present to decide on any action items presented to the Committee.
- e) Minutes of the previous meeting and agenda of the upcoming meeting should be sent to the Committee members no later than three business days before the upcoming meeting. Whenever possible, an explanation of agenda items shall accompany the notification. Members who are absent shall receive all materials distributed at missed meetings.
- f) A copy of the agenda must be presented to the City Secretary (3) three business days prior to the 72 hours posting requirements pursuant with Texas Local Government Code Section 551.043.
- g) A copy of the minutes of the previous meeting must be given to the City Secretary within (10) days of the approval of the minutes by the Committee.
- h) If the Chairperson or their designee determines with reasonable knowledge that a quorum of the City of Leon City Council will present at the Committee's meeting, the City Secretary shall be notified within (3) business days prior to the 72 hours posting requirement so that the Committee's agenda, posted in conformance of Texas Local Government Code 551.043, may reflect this.
- i) The current Rules of Conduct for the Leon Valley City Council shall govern the parliamentary procedures, disciplinary proceedings, and rules for the conduct of meetings, so long as not inconsistent with these Bylaws. No action of the Committee shall be invalidated, or the legality thereof affected, by the failure or omission to observe or follow the Rules of Conduct.

## **City of Leon Valley Support**

- a) The City of Leon Valley shall provide to the Committee necessary technical and administrative assistance as follows:

- (1) provision of a meeting room, including any necessary audio/visual equipment;
  - (2) preparation and copies of any documentary meeting materials, such as agendas and reports; and distribution of those materials to the committee in a timely manner.
  - (3) retention of Committee meeting records, and providing public access to such records on an Internet website maintained by the City of Leon Valley
- b) City of Leon Valley staff and/or City of Leon Valley consultants shall attend Committee proceedings in order to report on the status of project work or progress. (Neither the Committee nor any individual Committee member has the authority to direct the work of City staff or consultants.)

### **ETHICS POLICY**

This Ethics Policy provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Policy. However, this Policy captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Policy were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

**CONFIDENTIALITY.** A Committee member shall maintain confidentiality regarding the development of intellectual materials, graphic representations, logos, marketing slogans, and the like, while in development until the authorized release of information as part of cohesive report to the Leon Valley City Council for its consideration for adoption.

**CONFLICT OF INTEREST.** A Committee member shall not make or influence a City of Leon Valley decision related to: (1) any contract for services engaged or paid for by City funds; or (2) any project which will benefit the Committee member's outside employment, business, or provide a financial benefit to a family member, such as a spouse, child, parent or sibling.

**OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her knowledge or authority over a particular matter to negotiate future employment with any person or organization that relates to: any contract or service paid for by City funds.

A Committee member shall not make or influence a City of Leon Valley decision related to any project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of one (1) year after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the City of Leon Valley that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of one (1) year after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the City of Leon

Valley with respect to: (1) bidding or proposing to provide services on projects paid for by City funds.

**COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and Texas Constitutions, the laws and regulations of the United States and the State of Texas, and the policies, procedures, rules and regulations of the City of Leon Valley.

**COMMITMENT TO THE CITY OF LEON VALLEY.** A Committee member shall place the interests of the City of Leon Valley above any personal or business interest of the member.

**Committee Termination**

The Branding and Communications Committees, herein authorized and seated, will sunset following completion of their work as stipulated and envisioned in this charter.

The Special Event/Festival Committee, herein authorized and seated, will sunset following completion of its work as stipulated and envisioned in this charter but no earlier than \_\_\_\_\_ to allow for the stabilization and successful continuity of the festival.

Section 1.06.004 of the Leon Valley City Code of Ordinances shall grant the authority and rights to the Leon Valley Communications Committee, the Leon Valley Branding Committee, and the Leon Valley Special Event/Festival Committee, and this document will be known as the 2013 Town Hall Committees Charter.

This ordinance shall take effect immediately upon its approval, passage, and the meeting of all publication requirements under law.

**PASSED** and **APPROVED** this the 19th day of February, 2013

\_\_\_\_\_  
Mayor Chris Riley

ATTEST:

\_\_\_\_\_  
City Secretary Janie Willman

APPROVED AS TO FORM:

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



**City of Leon Valley**

**2013 Town Hall Meeting  
Committees  
February 19, 2013**



# Background

- Town Hall Meeting, January 26, 2013
  - The Leon Valley City Council conducted a Town Hall Meeting to update the City's residents on the capital construction projects, and to discuss communication and identity strategies in the areas of communication, branding, and festival strategies



# Committee Creation

- The Leon Valley City Council desires to have three City Council sub-committees to complete the work arising out of the January 26, 2013 Town Hall Meeting, and as recommended by Mike De La Garza, facilitator and communications consultant, based on public component exercises



# Committee Charter

- The Three Committees and their respective charges:
  - Communication – Enhance the City’s current communications including electronic and paper-based communications
  - Branding – Develop a single iconic symbol with attendant slogan to align the City’s identity towards its progressive future
  - Special Event/Festival – Develop a festival incorporating the many elements, some legacy and some new, that represent Leon Valley’s culture and history



# Committee Members

- Each of the three Committees will have this membership structure:
  - Two City Council Liaisons fulfilling the positions of Chair and Vice-Chair
  - One Secretary – elected by members within 45 days of Committee creation
  - One Staff Liaison assigned by the City Manager



# City Council Liaisons

- The Mayor and City Council will self-determine at the City Council Meeting their respective committee selections for service



# Governance of Committee

- An Ordinance presented for the City Council's consideration outlines a common charter for the three Committees and details the following;
  - Charge
  - Structure and Membership
  - Duties and Responsibilities
  - City support
  - Ethics Policy
  - Termination of Committee



## Next Steps

- To seat volunteers using the traditional method of application for service, with a list of volunteers arising from the January 26, 2013 Town Hall Meeting



# Fiscal Impact

- The City Manager, acting under his signatory authority, has set aside an initial amount of \$22,500:
- To secure the services of a professional facilitator, to work with and assist the Branding Committee in the development of a graphic representation (logo) and new slogan, and
- To assist the Special Event/Festival Committee, and to fund the City's inaugural new festival to be staged by no later than June 2014

# Monthly Report

## Finance

### January 2013

#### ***Sales Tax Revenue***

- ❖ Sales tax revenue of \$141,961 was received from the State Comptroller's office in January. After consideration of the January sales tax payment, year-to-date sales tax revenues are 9.02% higher than this time last year.

#### ***Ad Valorem Taxes***

- ❖ Ad valorem tax collections of \$1,103,485 were received from the Tax Assessor/Collector's office in January. Collections for January 2012 were \$748,926.

#### ***Fiscal Year 2012 Audit***

- ❖ On January 22, 2013, the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2012 was presented to Council by Mike Del Toro of Alonzo, Bacarisse, Irving & Palmer. The City received an unqualified "clean" audit opinion.

#### ***Inventory***

- ❖ Started the process of reviewing both fixed and non-fixed assets.

#### ***Capital Acquisition Plan***

- ❖ The working draft of the fiscal year 2014 Capital Acquisition Plan was delivered to department heads.





# Leon Valley Police Department Monthly Report January 2013

## Calls for Service

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Calls for Service	663	663	734	734
Index Crimes	62	62	90	90
Non-Index Crimes	601	601	644	644

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

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

## Non-Index Crimes

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Suspicious Vehicle	65	65	62	62
Assist the Public/Other Agency	69	69	55	55
Disturbance	45	45	65	65
Violation of City Ordinance	15	15	9	9
Traffic Offenses	34	34	29	29
Burglar Alarm	91	91	86	86
Accidents	39	39	45	45
Criminal Mischief	19	19	33	33
Other	139	139	135	135
N-Code 10*	3	3	8	8
N-Code 14**	26	26	32	32
N-Codes	57	57	85	85

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

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



## Leon Valley Police Department Monthly Report

### Index Crimes

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Burglary	8	8	4	4
Burglary – Motor Vehicle	12	12	9	9
Assault	7	7	3	3
Homicide	0	0		
Rape	0	0		
Theft	31	31	70	70
Theft of Service	3	3	2	2
Vehicle Theft	1	1	1	1
Robbery	0	0	1	1

### Citations

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Citations Issued	1,004	1,004	374	374

Citations by Selected Categories	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Expired License Plates	110	110	33	33
Expired Inspection Certificate	187	187	54	54
No/Expired/Invalid DL	76	76	25	25
No Insurance	183	183	70	70
Ran Red Light	11	11	5	5
Ran Stop Sign	74	74	11	11
Speeding	73	73	28	28

Hazardous vs. Non-Hazardous	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Hazardous	158	158	44	44
Non-Hazardous	846	846	330	330

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



## Leon Valley Police Department Monthly Report

### Arrest

Arrests	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Felony Offense	3	3	3	3
Misdemeanor Offense	54	54	47	47
Warrants	12	12	16	16

### Investigations

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Assigned	109	109	139	139
Arrest/Charges Filed at Large	37	37	46	46
Suspended	85	85	19	19
Closed by Exception	17	17	135	135

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

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

### Community Resource Officer

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Violations of City Ordinance	18	18	15	15

### Reserve Officers

Our Reserve Officers continue to supplement our Patrol as well as perform functions of security at City events. We have three of the Reserve Officers provide for security as well as clerical support for our Thursday Municipal Court sessions.

	Jan 2012	YTD 2012	Jan 2013	YTD 2013
Hours	368	368	187	187
Calls for Service Handled	73	73	59	59
Citations	62	62	22	22



## Leon Valley Police Department Monthly Report

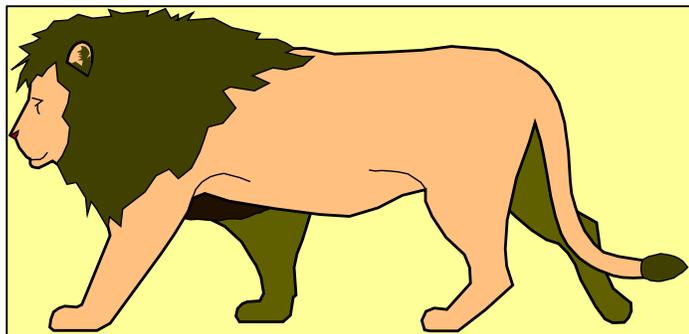
### **Code Enforcement – Animal Control**

The Code Enforcement/Animal Control Officers completed 173 inspections during January. The Animal Control Officer picked up 25 stray animals, removed 19 dead animals from the roadway, and released 18 animals back into the wild.

# LEON VALLEY PUBLIC LIBRARY STATISTICS

## JANUARY 2013

	JANUARY 2013	<i>Compared to</i>	DECEMBER 2012
Items Loaned	3291		2401
OneClickAudio Sessions	0		1
Days Open/Average Per Day	21/157		18/133
Door Count	7173		6202
Volunteer Hours	216		129
Items Added New/Redo	330/248		120/90
Value of Gift Items	\$2531		\$734
Reference Questions	489		438
Items Withdrawn	85		99
Library Cards Issued	45		41
Internal Internet Sessions	569		403
External Wi-Fi LVP Accesses	1040		760
Faxes Sent	93		61
Facebook Reaches	141		305
Lit. Students/Items Used	3stu/6bks		3stu/6bks
ILL Received TexPress	11pkg/11bks		9pkg/10bks
ILL Returned TexPress	9pkg/9bks		7pkg/7bks
ILL Mailed	0 in/ 0 out		in/ out
Library Fines	\$37.55		\$43.60
Library Copy	\$90.00		\$96.00
Tax Equivalent	\$57.50		\$73.75
Gifts and Memorials	\$0.00		\$0.00
Member Amount Saved	\$48,182.76		\$37,655.02



# Public Works Monthly Report

## January 2013



### Director's Report

- Attended all normal Staff meetings, Park Commission and CAG
- Met with City Manager, Joyce Trent, and Mogas Engineer for Library Project
- Met with SIA Engineer on several projects
- Met with Steve Cady for Water Sewer Project

### Construction Crew Activities

01-02 Exercised equipment.

01-03 Thru 11 Washed and serviced equipment. Also assisted mechanics with Preventive Maintenance.

01-14 Began to take survey of streets that need Chug hole repair.

01-15 thru 24 Patched and repaired chug holes around the city.

01-28 Handsome Lake: Began to saw cut damaged areas of street.

01-29 Handsome Lake @ Longhouse Court: Cut and patch.

01-30 & 31 Began to repair washed out side walls of drainage channel behind Public Works.





**Water/Sewer Department**

Water Samples for S.A. Health District	11 Water Samples for Analysis
Disconnect Notices	114
Disconnect Water Service	33
Flush Dead-End Water Mains	26 Flushed
Meter Reading	3 Days
Meter Re-reads	2 Re-reads
Meter Change Out Program	2 Meters changed out
Temporary Meters Installed	0 Installed
Move Outs	11 Closed
Move Ins	13 Activated
Locates	4 Completed
Wells/Tower Sites	Cut Grass and Trim
City Wide	Fire Hydrant List

**Location**

6841 Link way  
 6314 Balky  
 Grass Hill well  
 Shop  
 6314 Balky  
 6115 Forest wood  
 7215 Horse whip  
 6207 Checkrien  
 6115 Forest wood  
 7107 Forest brook  
 5324 Blackberry  
 Sally Agee  
 Von rosk  
 Charles field  
 7019 Wagon spoke  
 Shop  
 Grass hill and Mary Jamison  
 7015 Mill wheel  
 7402 Link Meadow

**Work done**

Main break  
 Ran sewer camera  
 Clean up pump room  
 Rebuilt pipe cuter  
 Sewer repair  
 Check out sewer back up  
 Check out water leak  
 Ran sewer camera  
 Ran sewer camera  
 Ran sewer camera  
 Put new tap  
 Replaced meter boxes  
 Replaced meter boxes  
 Reset valve  
 Ran sewer camera  
 Clean back room  
 Work on fire hydrant  
 Re placed curb stop  
 Re placed curb stop



## **Maintenance Crew**

Park: Cut grass and trim  
Park: Delivered BBQ pit key and instructions on use for large pavilion  
Park: Cleaned Park and opened restrooms Monday thru Sunday @7:00am  
Park: Repaired toilets leaking faucets  
Park: Removed fallen trees and branches  
Park: Picked up trash  
Park: Cut and trimmed at playground, added fluff fall zone material  
Park: Maintain restrooms  
Park: Remove graffiti  
Park: Maintain picnic tables and pavilions

Public Works: Cleaned Trucks, checked equipment  
Public Works: Cleaned and removed brush from Walking Trail behind PW  
Public Works: Cleaned shop, water cage, welding area, repairs as needed

Conference Center: Set ups and clean ups for events held there  
Conference Center: Mowed complex, repairs as needed

Community Center: Grounds cut and trimmed, repairs as needed  
Community Center: Wednesday set up for bingo & Thursday cleaned up for seniors  
Community Center: Set up for events

Library: Grounds cut and trimmed, pick up recyclables  
Library: Repairs as needed

Library Annex: Clean, mow and trim, repairs as needed

City Hall: Grounds cut and trimmed, Mondays only, repairs as needed  
City Hall: Pick up recyclables  
City Hall: Completed remodel of restroom  
LVPD: Repairs as needed  
LVFD: Repairs as needed

Citywide: Removed graffiti throughout the city  
Citywide: Reinstall fallen stop/street signs  
Citywide: Check surveillance camera and maintain  
Citywide: Removed fallen trees  
Marquee: Marquee update as they come in  
Service requests: Various requests completed as they come in



CITY OF LEON VALLEY  
FINANCIAL STATEMENT  
JANUARY 2013



# General Fund

	FY 2012-2013 BUDGET		FY 2012-2013 Y-T-D ACTUAL		FY 2011-2012 Y-T-D	
<b>REVENUE</b>						
Ad Valorem	\$ 3,086,388	33.3%	\$ 2,163,804	70.1%	\$ 2,247,268	73.5%
Sales Taxes	1,793,342	33.3%	281,196	15.7%	257,874	14.4%
Franchise Taxes	725,827	33.3%	209,305	28.8%	236,508	33.5%
Licenses, Permits, Fees, Fines	1,026,965	33.3%	303,446	29.6%	314,238	26.4%
Miscellaneous	120,243	33.3%	27,937	23.2%	34,276	22.0%
<b>TOTAL REVENUE</b>	<b>\$ 6,752,765</b>	<b>33.3%</b>	<b>\$ 2,985,687</b>	<b>44.2%</b>	<b>\$ 3,090,164</b>	<b>44.8%</b>
<b>EXPENDITURES</b>						
Business Office	\$ 166,311	33.3%	\$ 52,588	31.6%	\$ 42,220	22.2%
Finance	214,447	33.3%	75,579	35.2%	69,831	30.7%
Council & Manager	306,627	33.3%	91,028	29.7%	114,131	31.2%
Police	2,142,438	33.3%	727,532	34.0%	696,063	32.0%
Fire	2,210,409	33.3%	802,139	36.0%	709,193	33.0%
Public Works	1,111,763	33.3%	339,654	30.6%	330,704	29.5%
Community Development	310,470	33.3%	97,130	31.3%	116,861	30.7%
Economic Development	124,757	33.3%	39,719	31.8%	20,664	16.0%
Special Events	17,599	33.3%	6,134	34.9%	1,280	9.3%
Parks & Recreation	111,940	33.3%	25,665	22.9%	27,515	23.6%
Library	438,311	33.3%	92,046	21.0%	86,321	20.2%
Other Sources/Uses	10,000	33.3%	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,165,072</b>	<b>33.3%</b>	<b>\$ 2,349,214</b>	<b>32.8%</b>	<b>\$ 2,214,783</b>	<b>30.5%</b>



# Water and Sewer Fund

	FY 2012-2013 <u>BUDGET</u>		FY 2012-2013 <u>Y-T-D ACTUAL</u>		FY 2011-2012 <u>Y-T-D</u>	
<b><u>REVENUE</u></b>						
Water Sales	\$ 1,590,642	33.3%	\$ 386,131	24.3%	\$ 366,673	24.8%
Sewer Sales	1,612,000	33.3%	448,839	27.8%	443,483	28.8%
Connection & Platting	2,500	33.3%	300	12.0%	300	12.0%
Customer Fees	43,300	33.3%	17,781	41.1%	15,532	35.9%
Tapping Fees	16,000	33.3%	5,857	36.6%	840	4.0%
Miscellaneous	48,800	33.3%	6,975	14.3%	656	4.1%
<b>TOTAL REVENUE</b>	<b>\$ 3,313,242</b>	<b>33.3%</b>	<b>\$ 865,883</b>	<b>26.1%</b>	<b>\$ 827,484</b>	<b>26.7%</b>
<b><u>EXPENDITURES</u></b>						
Business Office	630,599	33.3%	181,831	28.8%	162,423	27.4%
Water System	1,157,019	33.3%	482,388	41.7%	352,616	34.4%
Sewer System	1,395,192	33.3%	322,379	23.1%	293,130	20.6%
Storm Water	367,771	33.3%	66,568	18.1%	83,508	24.3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,550,581</b>	<b>33.3%</b>	<b>\$ 1,053,166</b>	<b>29.7%</b>	<b>\$ 891,677</b>	<b>26.3%</b>



# Community Center Fund

	FY 2012-2013 <u>BUDGET</u>		FY 2012-2013 <u>Y-T-D ACTUAL</u>		FY 2011-2012 <u>Y-T-D</u>	
<b><u>REVENUE</u></b>						
Hotel/Motel Taxes	75,746	33.3%	18,073	23.9%	21,873	32.8%
<b>RENTAL FEES:</b>						
Community Center	47,620	33.3%	13,995	29.4%	10,230	21.3%
Conference Center	26,433	33.3%	10,088	38.2%	8,664	33.3%
<b>Miscellaneous:</b>						
CDBG Grant	-		-		-	
CPS Energy Rebate	-		-		-	
<b>TOTAL REVENUE</b>	<b>\$ 149,799</b>	<b>33.3%</b>	<b>\$ 42,156</b>	<b>28.1%</b>	<b>\$ 40,767</b>	<b>29.0%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 134,714</b>	<b>33.3%</b>	<b>\$ 43,413</b>	<b>32.2%</b>	<b>\$ 36,853</b>	<b>27.3%</b>



# Street Maintenance Sales Tax

	Actual FY 2011	Actual FY 2012	Budget FY 2013	Actual FY 2013
Revenues	429,403	443,738	439,560	68,846
Transfers In	-	-	-	-
<b>TOTAL REVENUES</b>	<b>429,403</b>	<b>443,738</b>	<b>439,560</b>	<b>68,846</b>
Expenditures	500,431	546,311	830,254	-
<b>TOTAL EXPENDITURES</b>	<b>500,431</b>	<b>546,311</b>	<b>830,254</b>	<b>-</b>
<b>FUND BALANCE</b>	<b>504,272</b>	<b>401,699</b>	<b>11,005</b>	<b>470,545</b>

## FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
AD VALOREM TAXES	3,086,388.00	862,772.76	0.00	2,163,804.08	0.00	922,583.92	70.11
SALES TAXES	1,793,342.00	148,111.82	0.00	281,195.76	0.00	1,512,146.24	15.68
FRANCHISE FEES	725,827.00	24,974.99	0.00	209,304.63	0.00	516,522.37	28.84
LICENSE, PERMITS, FEES, FINE	1,026,965.00	86,184.28	0.00	303,446.34	0.00	723,518.66	29.55
MISCELLANEOUS	120,243.00	4,070.86	0.00	27,936.51	0.00	92,306.49	23.23
TOTAL REVENUE	6,752,765.00	1,126,114.71	0.00	2,985,687.32	0.00	3,767,077.68	44.21
=====							
<b>EXPENDITURE SUMMARY</b>							
-----							
<b>Business Office</b>							
-----							
PERSONNEL SERVICES	74,991.00	7,203.00	0.00	24,923.56	0.00	50,067.44	33.24
SUPPLIES	6,230.00	203.97	0.00	5,649.06	64.04	516.90	91.70
CONTRACTUAL SERVICES	85,090.00	4,226.54	0.00	20,051.00	1,900.56	63,138.44	25.80
TOTAL Business Office	166,311.00	11,633.51	0.00	50,623.62	1,964.60	113,722.78	31.62
<b>Finance</b>							
-----							
PERSONNEL SERVICES	132,072.00	13,898.93	0.00	47,254.23	0.00	84,817.77	35.78
SUPPLIES	6,800.00	219.87	0.00	766.39	1,871.04	4,162.57	38.79
CONTRACTUAL SERVICES	75,575.00	3,197.52	0.00	25,585.99	100.86	49,888.15	33.99
TOTAL Finance	214,447.00	17,316.32	0.00	73,606.61	1,971.90	138,868.49	35.24
<b>City Manager &amp; Council</b>							
-----							
PERSONNEL SERVICES	178,673.00	19,542.01	0.00	61,611.97	0.00	117,061.03	34.48
SUPPLIES	14,600.00	577.57	0.00	3,128.14	80.47	11,391.39	21.98
CONTRACTUAL SERVICES	113,354.00	7,534.74	0.00	26,106.61	100.86	87,146.53	23.12
TOTAL City Manager & Council	306,627.00	27,654.32	0.00	90,846.72	181.33	215,598.95	29.69
<b>Police Administration</b>							
-----							
PERSONNEL SERVICES	211,899.00	22,379.21	0.00	72,124.67	66.85	139,707.48	34.07
SUPPLIES	1,900.00	629.92	0.00	2,077.51	25.57	203.08	110.69
CONTRACTUAL SERVICES	31,597.00	2,538.18	0.00	10,638.70	100.86	20,857.44	33.99
TOTAL Police Administration	245,396.00	25,547.31	0.00	84,840.88	193.28	160,361.84	34.65

## FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Police Crime Prevention</b>							
-----							
TOTAL Police Crime Prevention	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Police Patrol</b>							
-----							
PERSONNEL SERVICES	1,154,878.00	105,235.16	0.00	382,038.64	519.10	772,320.26	33.13
SUPPLIES	82,900.00	5,297.28	0.00	17,059.21	24.99	65,815.80	20.61
CONTRACTUAL SERVICES	9,700.00	2,240.66	0.00	7,252.58	45.00	2,402.42	75.23
TOTAL Police Patrol	1,247,478.00	112,773.10	0.00	406,350.43	589.09	840,538.48	32.62
<b>Police Communications</b>							
-----							
PERSONNEL SERVICES	271,968.00	30,440.77	0.00	101,496.01	0.00	170,471.99	37.32
SUPPLIES	1,025.00	0.00	0.00	239.67	0.00	785.33	23.38
CONTRACTUAL SERVICES	4,400.00	26.25	0.00	266.00	0.00	4,134.00	6.05
TOTAL Police Communications	277,393.00	30,467.02	0.00	102,001.68	0.00	175,391.32	36.77
<b>Police Investigations</b>							
-----							
PERSONNEL SERVICES	289,736.00	29,922.67	0.00	103,260.08	66.85	186,409.07	35.66
SUPPLIES	2,100.00	0.00	0.00	114.69	0.00	1,985.31	5.46
CONTRACTUAL SERVICES	4,950.00	1,027.43	0.00	1,807.98	0.00	3,142.02	36.52
TOTAL Police Investigations	296,786.00	30,950.10	0.00	105,182.75	66.85	191,536.40	35.46
<b>Police Narcotics TF</b>							
-----							
PERSONNEL SERVICES	75,249.00	5,844.24	0.00	28,275.37	0.00	46,973.63	37.58
CONTRACTUAL SERVICES	136.00	9.25	0.00	31.50	0.00	104.50	23.16
TOTAL Police Narcotics TF	75,385.00	5,853.49	0.00	28,306.87	0.00	47,078.13	37.55
<b>Police Reserves</b>							
-----							
TOTAL Police Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire Administration</b>							
-----							
PERSONNEL SERVICES	219,810.00	21,759.98	0.00	75,791.12	0.00	144,018.88	34.48
SUPPLIES	4,914.00	1,241.99	0.00	1,690.09	126.02	3,097.89	36.96
CONTRACTUAL SERVICES	37,817.00	2,797.86	0.00	12,472.11	100.86	25,244.03	33.25
CAPITAL OUTLAY	39,000.00	0.00	0.00	0.00	3,935.49	35,064.51	10.09
TOTAL Fire Administration	301,541.00	25,799.83	0.00	89,953.32	4,162.37	207,425.31	31.21

## FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Fire Reserves</b>							
-----							
TOTAL Fire Reserves	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire Operations</b>							
-----							
PERSONNEL SERVICES	1,633,702.00	185,171.68	0.00	593,973.42	0.00	1,039,728.58	36.36
SUPPLIES	31,237.00	527.27	0.00	5,852.06	3,181.56	22,203.38	28.92
CONTRACTUAL SERVICES	67,891.00	1,557.72	0.00	16,268.67	3,907.00	47,715.33	29.72
CAPITAL OUTLAY	67,508.00	0.00	0.00	0.00	32,433.63	35,074.37	48.04
TOTAL Fire Operations	1,800,338.00	187,256.67	0.00	616,094.15	39,522.19	1,144,721.66	36.42
<b>Fire Prevention</b>							
-----							
TOTAL Fire Prevention	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Fire EMS</b>							
-----							
SUPPLIES	39,610.00	158.82	0.00	11,410.54	8,974.32	19,225.14	51.46
CONTRACTUAL SERVICES	68,920.00	9,373.43	0.00	32,021.78	0.00	36,898.22	46.46
TOTAL Fire EMS	108,530.00	9,532.25	0.00	43,432.32	8,974.32	56,123.36	48.29
<b>Public Works M&amp;O</b>							
-----							
PERSONNEL SERVICES	699,963.00	63,602.00	0.00	240,794.43	0.00	459,168.57	34.40
SUPPLIES	152,300.00	5,531.53	0.00	30,703.11	555.01	121,041.88	20.52
CONTRACTUAL SERVICES	210,000.00	7,391.79	0.00	44,622.52	100.86	165,276.62	21.30
CAPITAL OUTLAY	49,500.00	0.00	0.00	2,964.88	19,913.66	26,621.46	46.22
TOTAL Public Works M&O	1,111,763.00	76,525.32	0.00	319,084.94	20,569.53	772,108.53	30.55
<b>Public Works Construction</b>							
-----							
TOTAL Public Works Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Community Development</b>							
-----							
PERSONNEL SERVICES	182,218.00	18,711.50	0.00	53,122.07	0.00	129,095.93	29.15
SUPPLIES	8,000.00	379.24	0.00	1,433.14	1,397.90	5,168.96	35.39
CONTRACTUAL SERVICES	120,252.00	8,082.78	0.00	41,076.20	100.86	79,074.94	34.24
TOTAL Community Development	310,470.00	27,173.52	0.00	95,631.41	1,498.76	213,339.83	31.28

FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

100-General Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>Economic Development</b>							
PERSONNEL SERVICES	114,814.00	12,008.54	0.00	37,577.95	0.00	77,236.05	32.73
SUPPLIES	1,339.00	177.21	0.00	546.22	144.93	647.85	51.62
CONTRACTUAL SERVICES	8,604.00	299.18	0.00	1,449.64	0.00	7,154.36	16.85
TOTAL Economic Development	124,757.00	12,484.93	0.00	39,573.81	144.93	85,038.26	31.84
<b>Special Events</b>							
SUPPLIES	17,599.00	4,922.80	0.00	6,133.87	0.00	11,465.13	34.85
TOTAL Special Events	17,599.00	4,922.80	0.00	6,133.87	0.00	11,465.13	34.85
<b>Parks &amp; Recreation</b>							
PERSONNEL SERVICES	81,940.00	5,569.95	0.00	19,062.84	0.00	62,877.16	23.26
SUPPLIES	15,000.00	59.21	0.00	2,134.91	25.57	12,839.52	14.40
CONTRACTUAL SERVICES	15,000.00	1,007.85	0.00	4,441.86	0.00	10,558.14	29.61
TOTAL Parks & Recreation	111,940.00	6,637.01	0.00	25,639.61	25.57	86,274.82	22.93
<b>Library</b>							
PERSONNEL SERVICES	202,437.00	20,577.54	0.00	72,452.68	0.00	129,984.32	35.79
SUPPLIES	20,344.00	134.12	0.00	603.30	25.57	19,715.13	3.09
CONTRACTUAL SERVICES	30,530.00	1,666.99	0.00	6,144.06	257.66	24,128.28	20.97
CAPITAL OUTLAY	185,000.00	3,065.13	0.00	12,563.22	0.00	172,436.78	6.79
TOTAL Library	438,311.00	25,443.78	0.00	91,763.26	283.23	346,264.51	21.00
<b>** TOTAL EXPENDITURES ***</b>	<b>7,155,072.00</b>	<b>628,125.68</b>	<b>0.00</b>	<b>2,269,066.25</b>	<b>80,147.95</b>	<b>4,805,857.80</b>	<b>32.83</b>
<b>* REVENUE OVER(UNDER) EXPENDITURES *(</b>	<b>402,307.00)</b>	<b>497,989.03</b>	<b>0.00</b>	<b>716,621.07</b>	<b>80,147.95</b>	<b>( 1,038,780.12)</b>	<b>258.21</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
OTHER SOURCES/USES	17,216.00	0.00	0.00	0.00	0.00	17,216.00	0.00
TOTAL OTHER SOURCES/USES	17,216.00	0.00	0.00	0.00	0.00	17,216.00	0.00
<b>NET GAIN OR (LOSS)</b>	<b>( 385,091.00)</b>	<b>497,989.03</b>	<b>0.00</b>	<b>716,621.07</b>	<b>80,147.95</b>	<b>( 1,021,564.12)</b>	

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

CITY OF LEON VALLEY  
 FINANCIAL STATEMENT - UNAUDITED  
 AS OF: JANUARY 31ST, 2013

200-Water & Sewer  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
MISCELLANEOUS	48,800.00	0.00	0.00	6,974.88	0.00	41,825.12	14.29
WATER SALES	1,590,642.00	117,226.55	0.00	386,131.17	0.00	1,204,510.83	24.28
SEWER SALES	1,612,000.00	192,700.21	0.00	448,838.95	0.00	1,163,161.05	27.84
CONNECTION & PLATTING	2,500.00	75.00	0.00	300.00	0.00	2,200.00	12.00
CUSTOMER FEES	43,300.00	4,651.32	0.00	17,781.17	0.00	25,518.83	41.07
TAPPING FEES	16,000.00	2,346.94	0.00	5,856.82	0.00	10,143.18	36.61
	<u>3,313,242.00</u>	<u>317,000.02</u>	<u>0.00</u>	<u>865,882.99</u>	<u>0.00</u>	<u>2,447,359.01</u>	<u>26.13</u>
	=====	=====	=====	=====	=====	=====	=====
<b>EXPENDITURE SUMMARY</b>							
-----							
<b>Business Office</b>							
-----							
PERSONNEL SERVICES	506,992.00	50,232.13	0.00	160,664.30	0.00	346,327.70	31.69
SUPPLIES	33,769.00	1,289.43	0.00	5,528.08	54.57	28,186.35	16.53
CONTRACTUAL SERVICES	89,838.00	3,957.53	0.00	15,584.02	0.00	74,253.98	17.35
TOTAL Business Office	630,599.00	55,479.09	0.00	181,776.40	54.57	448,768.03	28.83
<b>Water System</b>							
-----							
PERSONNEL SERVICES	325,763.00	34,822.89	0.00	122,489.33	0.00	203,273.67	37.60
SUPPLIES	87,000.00	4,131.63	0.00	18,006.73	9,426.90	59,566.37	31.53
CONTRACTUAL SERVICES	476,164.00	193,366.71	0.00	310,347.57	1,848.43	163,968.00	65.56
CAPITAL OUTLAY	268,092.00	0.00	0.00	0.00	20,268.66	247,823.34	7.56
TOTAL Water System	1,157,019.00	232,321.23	0.00	450,843.63	31,543.99	674,631.38	41.69
<b>Sewer System</b>							
-----							
PERSONNEL SERVICES	125,905.00	10,879.44	0.00	49,903.88	0.00	76,001.12	39.64
SUPPLIES	15,000.00	0.00	0.00	0.00	25.44	14,974.56	0.17
CONTRACTUAL SERVICES	1,254,287.00	86,931.94	0.00	270,911.33	1,538.83	981,836.84	21.72
TOTAL Sewer System	1,395,192.00	97,811.38	0.00	320,815.21	1,564.27	1,072,812.52	23.11

FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

200-Water & Sewer

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<hr/>							
Construction							
-----							
TOTAL Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Storm Water							
-----							
PERSONNEL SERVICES	178,771.00	19,993.31	0.00	60,672.63	0.00	118,098.37	33.94
SUPPLIES	23,500.00	0.00	0.00	1,502.75	445.31	21,551.94	8.29
CONTRACTUAL SERVICES	165,500.00	199.46	0.00	2,408.83	1,538.84	161,552.33	2.39
TOTAL Storm Water	367,771.00	20,192.77	0.00	64,584.21	1,984.15	301,202.64	18.10
<hr/>							
*** TOTAL EXPENDITURES ***	3,550,581.00	405,804.47	0.00	1,018,019.45	35,146.98	2,497,414.57	29.66
<hr/>							
** REVENUE OVER (UNDER) EXPENDITURES *	( 237,339.00)	( 88,804.45)	0.00	( 152,136.46)	( 35,146.98)	( 50,055.56)	21.09
<hr/>							
OTHER FINANCING SOURCES (USES)							
-----							
TOTAL OTHER SOURCES/USES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
NET GAIN OR (LOSS)	( 237,339.00)	( 88,804.45)	0.00	( 152,136.46)	( 35,146.98)	( 50,055.56)	
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\*\*\* END OF REPORT \*\*\*

CITY OF LEON VALLEY  
 FINANCIAL STATEMENT - UNAUDITED  
 AS OF: JANUARY 31ST, 2013

710-Community Center  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
-----							
TAXES	75,746.00	10,431.15	0.00	18,072.99	0.00	57,673.01	23.86
FEES	<u>74,053.00</u>	<u>7,080.00</u>	<u>0.00</u>	<u>24,083.00</u>	<u>0.00</u>	<u>49,970.00</u>	<u>32.52</u>
TOTAL REVENUE	<u>149,799.00</u>	<u>17,511.15</u>	<u>0.00</u>	<u>42,155.99</u>	<u>0.00</u>	<u>107,643.01</u>	<u>28.14</u>
=====							
<b>EXPENDITURE SUMMARY</b>							
-----							
Community Center Operations							
-----							
PERSONNEL SERVICES	82,164.00	9,821.71	0.00	29,412.33	0.00	52,751.67	35.80
SUPPLIES	5,400.00	375.00	0.00	511.33	125.92	4,762.75	11.80
CONTRACTUAL SERVICES	<u>47,150.00</u>	<u>7,908.58</u>	<u>0.00</u>	<u>13,363.22</u>	<u>0.00</u>	<u>33,786.78</u>	<u>28.34</u>
TOTAL Community Center Operations	<u>134,714.00</u>	<u>18,105.29</u>	<u>0.00</u>	<u>43,286.88</u>	<u>125.92</u>	<u>91,301.20</u>	<u>32.23</u>
Visitor Services							
-----							
TOTAL Visitor Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
=====							
** TOTAL EXPENDITURES ***	<u>134,714.00</u>	<u>18,105.29</u>	<u>0.00</u>	<u>43,286.88</u>	<u>125.92</u>	<u>91,301.20</u>	<u>32.23</u>
=====							
* REVENUE OVER (UNDER) EXPENDITURES **	<u>15,085.00</u>	<u>( 594.14)</u>	<u>0.00</u>	<u>( 1,130.89)</u>	<u>( 125.92)</u>	<u>16,341.81</u>	<u>108.33</u>
=====							
<b>OTHER FINANCING SOURCES (USES)</b>							
=====							
TOTAL OTHER SOURCES/USES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
=====							
NET GAIN OR (LOSS)	<u>15,085.00</u>	<u>( 594.14)</u>	<u>0.00</u>	<u>( 1,130.89)</u>	<u>( 125.92)</u>	<u>16,341.81</u>	
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\*\* END OF REPORT \*\*\*

FINANCIAL STATEMENT - UNAUDITED

AS OF: JANUARY 31ST, 2013

720-Street Maintenance Tax  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
Revenues	439,560.00	35,485.43	0.00	68,846.34	0.00	370,713.66	15.66
TOTAL REVENUE	439,560.00	35,485.43	0.00	68,846.34	0.00	370,713.66	15.66
<b>EXPENDITURE SUMMARY</b>							
Street Maintenance Tax							
CONTRACTUAL SERVICES	830,254.00	0.00	0.00	0.00	0.00	830,254.00	0.00
TOTAL Street Maintenance Tax	830,254.00	0.00	0.00	0.00	0.00	830,254.00	0.00
** TOTAL EXPENDITURES ***	830,254.00	0.00	0.00	0.00	0.00	830,254.00	0.00
* REVENUE OVER (UNDER) EXPENDITURES *	( 390,694.00)	35,485.43	0.00	68,846.34	0.00	( 459,540.34)	117.62
<b>OTHER FINANCING SOURCES (USES)</b>							
TOTAL OTHER SOURCES/USES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET GAIN OR (LOSS)	( 390,694.00)	35,485.43	0.00	68,846.34	0.00	( 459,540.34)	

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

MAYOR AND COUNCIL COMMUNICATION

DATE: February 19, 2013  
M&C # 02-14-13

TO: MAYOR AND CITY COUNCIL

SUBJECT: Conduct an Executive Session Pursuant to Section 551.072, as Authorized by the Texas Government Code, Deliberations About Real Property, to Deliberate the Purchase, Exchange, Lease, or Value of Real Property, and Reconvene into Open Session to Take Any Actions Necessary Arising from the Executive Sssion

**PURPOSE**

To allow the City Council and the City Manager to meet in closed session to deliberate about the purchase of real property in the City of Leon Valley.

**RECOMMENDATION**

Upon the City Council's reconvening into Open Session, dependent on the Executive Session, either a motion may be made regarding the purchase or the City Council may simply reconvene with no action taken arising out of the Executive Session:

That the City Council authorize the City Manager, by minute order, to proceed as instructed in Executive Session related to the offer for the purchase of real property.

OR

That the City Council reconvene with no action taken arising from the Executive Session.

**FISCAL IMPACT**

None at this time.

**S.E.E. IMPACT**

Social Equity – To ensure accountability in governance, the Mayor and City Council may determine in the best interest of the City to conduct an Executive Session as authorized by the Texas Government Code to discuss in cofidentiality, the purchase of real property.

Economic Development – N/A

Environmental Stewardship – N/A

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

APPROVED WITH THE FOLLOWING COMMENTS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janie Willman, City Secretary