



**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, May 07, 2024 at 6:30 PM

**AGENDA**

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**The City of Leon Valley City Council Shall Hold an In-Person Meeting with A Quorum of Members of City Council to Be Physically Present in The Leon Valley City Council Chambers, 6400 El Verde Road, Leon Valley, Texas 78238. Some Members of City Council May Appear and Participate in The Meeting by Videoconference Pursuant to The Requirements Set Forth in The Texas Open Meetings Act.**

**Citizens May E-Mail Public Comments To [citizenstobeheard@leonvalleytexas.gov](mailto:citizenstobeheard@leonvalleytexas.gov). All Other Citizen Participation May Be Provided In-Person at City Council Chambers.**

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- 1. Call to Order; Determine a Quorum is Present, Pledge of Allegiance**
- 2. Citizens to be Heard**
- 3. Presentations**
  1. Discussion and Direction to Staff on a Proposed Park Survey - M. Moritz, Public Works Director
  2. Discussion and Direction to Staff - Amending an Ordinance to Allow On Site Sewage Facilities (Septic Tanks) on Properties Over One-Half Acre in Size - Dr. Crystal Caldera, City Manager
- 4. Announcements by the Mayor and Council Members.** At this time, reports about items of community interest, which no action will be taken may be given to the public as per Chapter 551.0415 of the Government Code, such as: expressions of thanks, congratulations or condolence, information regarding holiday schedules, reminders of social, ceremonial, or community events organized or sponsored by the governing body or that was or will be attended by a member of the Leon Valley City Council or a City official.
- 5. City Manager's Report**
  - 1. Upcoming Important Events:**

**Regular City Council Meeting, Tuesday, May 21, 2024, at 6:30 PM, in City Council Chambers.**

**Special City Council Meeting, Wednesday, May 15, 2024, at 7:30 AM, in City Council Chambers.**

**Annual City-Wide Garage Sale, Saturday, May 25, 2024, from 8:00 AM to 6:00 PM.**

**Big Rig Petting Zoo, Monday, June 07, 2024, from 10:30 AM to 12:00 PM, at Raymond Rimkus Park.**

**Miscellaneous other events and announcements.**

2. Discussion on a City Council retreat to be held Saturday, June 1, 2024, or another convenient date, beginning at 9:00 a.m. – Dr. Crystal Caldera, City Manager

## 6. Consent Agenda

1. Discussion and Possible Action Approving of the Following City Council Minutes: S. Passailaigue, City Secretary
  - a. 04-16-2024 Regular City Council Meeting Minutes
  - b. 04-27-2024 Coffee with the Mayor and City Council Minutes
2. Discussion and Possible Action Accepting of the Following Board/Commission Minutes: S. Passailaigue, City Secretary
  - a. 03-14-2024 Park Commission Meeting Minutes
  - b. 10-24-2023 Capital Advisory Improvement Committee Meeting Minutes
  - c. 03-26-2024 Planning & Zoning Commission Meeting Minutes
3. Discussion and Possible Action on a Resolution of the City of Leon Valley, Texas, City Council for the Reappointment of Dr. Chichi Junda Woo as the Local Health Authority (LHA) for the City of Leon Valley - S. Passailaigue, City Secretary
4. Presentation, Discussion and Possible Action to Allow the Leon Valley Historical Society to install a five-eighths water meter and waive \$3,629.80 in impact fees - Dr. Crystal Caldera, City Manager

## 7. Regular Agenda

1. Presentation and Discussion on an Ordinance of the City of Leon Valley Accepting Grant Funds from the 2024 J. Frank Dobie Trust and Amending the General Budget of the City of Leon Valley, Texas Municipal Budget for the Fiscal Year 2023-2024 in the Amount of \$3,610 to Provide Funding for the Leon Valley Public Library to Purchase Additional Nonfiction Books for the Juvenile Collection (1st Reading as Required by City Charter) - R. Reed, Library Director
2. Presentation, Discussion, and **Public Hearing** to Consider Approval of an Ordinance Amending the Leon Valley Code of Ordinances Chapter 14 Utilities to Add a Section 14.12 Impact Fees and Amending Appendix A Schedule of Fees Section A16 to Increase Water Impact Fees (1st Read as Required by City Charter) - M. Teague, Planning and Zoning Director

3. Presentation and Discussion of an Ordinance Authorizing a Fiscal Year 2023-24 General Fund Budget Adjustment in the Amount of \$6,335.00, from the Public, Educational and Governmental (PEG) Restricted Fund Balance for the Purpose of Increasing the Economic Development Department Budget and Authorizing the City Manager to Execute an Agreement with Spectrum Enterprise for PEG Channel Service (1st Read as Required by City Charter) - R. Salinas, Director of Economic Development
  4. Presentation and Discussion of an Ordinance Authorizing a Fiscal Year 2023-24 General Fund Budget Adjustment in the Amount of \$3,080.00 for the Purpose of Increasing the Economic Development Department Budget for PEG Channel Service till the End of the Fiscal Year 2024 (1st Read as Required by City Charter) - R. Salinas, Director of Economic Development
  5. Discussion and Possible Action on an Ordinance to Amend Article 3.04 of the Leon Valley Code of Ordinance - Sign Ordinance (1st Read was Held on 4-16-2024) - R. Salinas, Director of Economic Development
  6. Presentation, Discussion, and Possible Action on a Resolution to Authorize the City Manager to Enter into an Agreement with Burkett Media Management, LLC to Allow a Double-Sided Digital Billboard Adjacent to Loop 410 at 5902 Bandera in Exchange for a \$100,000 Beautification Impact Cost - Dr. Crystal Caldera, City Manager
8. **Requests from Members of City Council to Add Items to Future Agendas – Per Section 3.10 (A) of the City of Leon Valley’s Code of Ordinances, at a Meeting of City Council, a Member of City Council May Place an Item on an Agenda by Making a Motion to Place the Item on a Future Agenda and Receiving a Second. No Discussion Shall Occur at the Meeting Regarding the Placement of the Item on a Future Agenda.**
9. **Adjournment**

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

**Sec. 551.0411. MEETING NOTICE REQUIREMENTS IN CERTAIN CIRCUMSTANCES:** (a) Section does not require a governmental body that recesses an open meeting to the following regular business day to post notice of the continued meeting if the action is taken in good faith and not to circumvent this chapter. If an open meeting is continued to the following regular business day and, on that following day, the governmental body continues the meeting to another day, the governmental body must give written notice as required by this subchapter of the meeting continued to that other day.

**Attendance by Other Elected or Appointed Officials:** It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in

attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

I hereby certify that the above **NOTICE OF PUBLIC MEETING(S) AND AGENDA OF THE LEON VALLEY CITY COUNCIL** was posted at the Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at <https://www.leonvalleytexas.gov>. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To plan, call (210) 684-1391, Extension 216.



SAUNDRA PASSAILAIGUE, TRMC  
City Secretary  
May 2, 2024 11:55 AM





# 2024 Leon Valley Park Master Plan Survey

The City of Leon Valley’s Park Commission is in the process of updating the “Park, Recreation, Trails, and Open Space Master Plan”, and would appreciate your input to update our park system to better serve our citizens. Please complete the following survey and mail it to the City in the enclosed self-addressed envelope, or you may email the survey to: m.moritz@leonvalleytexas.gov

Please respond by June 30, 2024.

## Citizen Satisfaction Survey for Leon Valley Parks and Recreation Services

1. What is your age group? (Check one)

- 18 and under     19-24     25-35     36-44     45-54
- 55-64     65-74     75+

2. Please rate the overall ADA accessibility of parks and recreation facilities for persons with health challenges and various limitations in mobility. (Check one).

- Very Satisfied     Satisfied     Unsatisfied     Very Unsatisfied     Not Applicable

3. Do you think the parks and recreation facilities feel safe, welcoming, and inclusive for all people? (Check one)

- Very Satisfied     Satisfied     Unsatisfied     Very Unsatisfied     Not Applicable

4. Which Leon Valley city parks, trails, open spaces, swimming pools and facilities have you visited in the past year? (Check all that apply)

- Raymond Rimkus Park     Steurenthaler-Silo Park
- Old Mill Park     Linkwood Addition - Pavona Place Trail
- El Verde Leon Valley Ranches Trail     The Ridge at Leon Valley Park
- Forest Oaks Swimming Pool     Stirrup Lane Trail with Chupacabra Bridge
- Leon Valley Community Pool     Community Garden
- Huebner Onion Natural Area & Triangle Park

5. How often are you visiting any of these city public spaces? (Check one)

- Once a week     Twice a week     3 or more times a week     1-2 times a month     Rarely
- Other \_\_\_\_\_

6. Please tell us what you like **MOST** about the city parks and facilities.

- Trails \_\_\_\_\_ Fitness Equipment \_\_\_\_\_
- Playgrounds \_\_\_\_\_ Swimming Pool \_\_\_\_\_
- Natural Area Park \_\_\_\_\_ Picnic Areas \_\_\_\_\_
- Tennis Courts \_\_\_\_\_ Basketball Courts \_\_\_\_\_
- Athletic Fields \_\_\_\_\_ Other \_\_\_\_\_

7. Please tell us what you like **LEAST** about the city parks and facilities.

- Trails \_\_\_\_\_ Fitness Equipment \_\_\_\_\_
- Playgrounds \_\_\_\_\_ Swimming Pool \_\_\_\_\_
- Natural Area Park \_\_\_\_\_ Picnic Areas \_\_\_\_\_
- Tennis Courts \_\_\_\_\_ Basketball Courts \_\_\_\_\_
- Athletic Fields \_\_\_\_\_ Other \_\_\_\_\_

8. Please check your level of satisfaction with the **quality and maintenance** for each of the {Section}.61.

AREA	VERY SATISFIED	SATISFIED	UNSATISFIED	VERY UNSATISFIED
Walkways/Trails				
Park Tables				
Park Benches				
Trees & Landscaping				
Shade Structures				
Barbecue Grills				
Restrooms				
Playgrounds				
Athletic Fields				
Volleyball Courts				
Tennis Courts				
Basketball Courts				
Fitness Equipment				
Natural Area & Green Spaces				
Swimming Pool Facilities				
Parking Areas				
Pavilions				

9. What different types of park spaces, recreation facilities, or trails would you like to have?

- Pickle Ball Courts  
  Climbing Wall  
  Dog Park  
  Skate Park  
  Splash Pad  
 Other \_\_\_\_\_

10. Other Comments \_\_\_\_\_

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Thank you for taking the time to fill out and send back this survey! The Leon Valley Park commission will publish the results of the surveys in the November/December 2024 time frame on our website at [www.leonvalleytexas.gov](http://www.leonvalleytexas.gov)

# On Site Sewage Facilities (OSSF) (Septic Tanks) in Leon Valley

City Council Meeting

May 7, 2024

Crystal Caldera, Ph.D., City Manager

# Summary

- Should the City Council approve an Ordinance allowing the installation of septic tanks on lots ½ acre or more in size
- Options
  - Approve
  - Deny
  - Other
- Declaration
  - Staff recommends leaving regulations as is, but allowing on all lots over 1 acre in size



# Purpose

- LVCC Chapter 14 Utilities, Article 14.05, Section 14.05.001 Connection states:
  - Every residence, place of business, or other building or place where persons reside, congregate, or are employed, which abuts a street in which there is a public sanitary sewer, or the lot or tract of land which is at any point within 300 feet of a public sanitary sewer, within the city, shall be connected to the sewer, by the owner or agent of the premises, in the most direct manner possible, and with a separate connection for each home, building or place except for lots which meet all of the following criteria

# Purpose

- Exceptions are:
  - The lot is a minimum of one acre in area;
  - The lot is served by a public water source; and
  - The lot must be located in the Monte Robles Subdivision
- The City has allowed 2 septic systems in the past 2 years
  - One in Monte Robles Park
  - One on Althea (not w/i 300' of a sewer main)
- Systems were designed by engineer, then inspected by engineer & Building Inspector

# Purpose

- Staff has received inquiries from several residents with septic systems in both Monte Robles Park and in Castle Estates subdivisions
- They want to collapse their systems and connect to the City's sewer main as their tanks had failed
- Property owners are required to keep maintenance records annually, but most don't
- City charges monthly fee for sewer disposal & treatment, which assures wastewater is properly disposed of

# Recommendation

- Staff recommends:
  - Leaving code as is or at most amending current ordinance to allow septic systems on all lots over 1 acre – not just in Monte Robles Park
  - Creating permit and inspection program



**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, April 16, 2024 at 6:30 PM

**MINUTES**

The City of Leon Valley City Council Shall Hold an In-Person Meeting with A Quorum of Members of City Council to Be Physically Present in The Leon Valley City Council Chambers, 6400 El Verde Road, Leon Valley, Texas 78238. Some Members of City Council May Appear and Participate in The Meeting by Videoconference Pursuant to The Requirements Set Forth in The Texas Open Meetings Act.

Citizens May E-Mail Public Comments To [citizenstobeheard@leonvalleytexas.gov](mailto:citizenstobeheard@leonvalleytexas.gov). All Other Citizen Participation May Be Provided In-Person at City Council Chambers.

**1. Call to Order; Determine a Quorum is Present, Pledge of Allegiance**

**PRESENT**

- Mayor Chris Riley
- Council Place 1 Benny Martinez
- Mayor Pro Tem, Council Place 2 Josh Stevens
- Council Place 3 Philip Campos
- Council Place 4 Rey Orozco
- Council Place 5 Will Bradshaw

Mayor Chris Riley called the meeting to order at 6:30 PM and announced that a quorum of City Council was present in Council Chambers. Mayor Riley asked Councilor Josh Stevens to lead the Pledge of Allegiance.

**2. Citizens to be Heard**

Those who spoke at this time were: Abraham Diaz (Leon Valley)

Mayor Chris Riley asked for a motion to move the Consent Agenda up at this time.

Councilor Rey Orozco made a motion to move the Consent Agenda up to follow Citizens to be Heard. Councilor Philip Campos seconded the motion.

Voting Yea: Council Place 1 Martinez, Mayor Pro Tem, Council Place 2 Stevens, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Bradshaw

The motion passed unanimously.

### 3. Consent Agenda

Councilor Josh Stevens motioned to approve the Consent Agenda as presented. Councilor Rey Orozco seconded the motion.

Voting Yea: Council Place 1 Martinez, Mayor Pro Tem, Council Place 2 Stevens, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Bradshaw

The motion passed unanimously.

1. **Discussion and Possible Action Approving of the Following City Council Minutes:**
  - a. **04-02-2024 Regular City Council Meeting Minutes**
2. **Discussion and Possible Action Accepting of the Following Board/Commission Minutes:**
  - a. **02-26-2024 Economic and Community Development Advisory Committee Meeting Minutes**
  - b. **01-10-2024 Earthwise Living Committee Meeting Minutes**
  - c. **02-07-2024 Earthwise Living Committee Meeting Minutes**
3. **Presentation, Discussion, and Possible Action to Consider Approval of a Resolution Authorizing the Filing of an Application with the Bexar County Community Development Block Grant Program for Fiscal Year 2024 - D. Dimaline, Assistant Public Works Director**
4. **Discussion and Possible Action on an Ordinance Approving VIA's Decision to Repeal the Application of the Exemption of Taxes on Sales within VIA's Entity Area of Telecommunication Services and Approves VIA's Decision to Impose such a Tax on Telecommunications Services - Mr. Tom Marks, VIA Chief Government and External Affairs Officer (1st Read was Held on 04-02-2024)**
5. **Discussion and Possible Action on a Resolution Removing Benjamin Alterman from the Economic and Community Development Advisory Committee - Mayor Chris Riley**
6. **Discussion and Possible Action of Councilor Will Bradshaw's Excused Absence for the April 02, 2024, City Council Meeting as Provided in the Charter Section 3.08, Subsection B, Part 3**
7. **Discussion and Possible Action to Consider Approval of an Ordinance Authorizing a Budget Adjustment from the General Fund Reserve in the Amount of \$84,232.00 for Repairs to the Kinman House Foundation and the Police Department Sally Port Roof (1st Read was Held on 04-02-2024) - M. Moritz, Public Works Director**
8. **Discussion and Possible Action to Approve an Ordinance Requesting a Specific Use Permit (SUP) to Allow the Sale of Firearms, Ammunition, and Law Enforcement Equipment in a B-3 Commercial Zoning District, Being Lot 4, Block**

**1, CB 4428H, Located at 5405 Bandera Rd., Ste 101, Leon Valley, Texas - (1st Read was Held 04-02-2024) - M. Teague, Planning and Zoning Director**

- 9. Discussion and Possible Action to Approve an Ordinance Requesting a Specific Use Permit (SUP) on an Approximately 2.32 Acre Tract of Vacant Land, Located in the 5900 Block of Grissom Road, for the Construction and Operation of a "Car Wash (Automatic)" - (1st Read was Held 04-02-2024) - M. Teague, Planning and Zoning Director**
- 10. Discussion, and Possible Action to Approve an Ordinance Requesting to Rezone an Approximately 0.854 Tract of Land From R-3 (Multi-family Dwelling) District to a Planned Development District (PDD) With R-2 (Two-Family Dwelling) Base Zoning, Being the North 133.20 Feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision, Located at 7680 Huebner, Leon Valley, Texas - (1st Read was Held 04-02-2024) - M. Teague, Planning and Zoning Director**
- 11. Discussion and Possible Action of the Quarterly Investment Report for the Quarter Ended March 31, 2024 - C. Goering, Finance Director**

#### **4. Presentations**

- 1. Presentation and Discussion to Amend Article 3.04 of the Leon Valley Code of Ordinance- Sign Ordinance - R. Salinas, Director of Economic Development (1st read as Required by City Charter)**

Roque Salinas, Economic Development Director, presented a proposed ordinance that would amend Article 3.04 of the Leon Valley Code of Ordinance-Sign Ordinance. The amendments, if approved, would allow for wind waver flags with limitations; add a setback requirement for multitenant signs; and add regulations for the use of billboard signs at the intersection of Bandera Road and Interstate 410.

Councilor Josh Stevens requested more research on political signs at polling places.

This item will be added to the Regular Agenda for further discussion at the May 7, 2024 Regular City Council Meeting.

- 2. Presentation and Discussion of the Monthly Financial Report Ending March 31, 2024 - C. Goering, Finance Director**

Carol Goering, Finance Director, presented the Monthly Financial Report ending March 31, 2024.

#### **5. Regular Agenda**

- 1. Discussion and Possible Action to a Request to Postpone Rezoning Approximately 27-Acres of Land From R-1 (Single Family Dwelling) to a Planned Development District With R-6 (Garden Home) Base Zoning District, Being Lot 1, Block 1, CB 4430C, Good Samaritan Lodge Nursing Home Inc Subdivision, Parcel 1, Abstract 399, CB 4429, and Parcel 11, Abstract 432, CB 4430 (unplatted),**

**Located at 6518 Samaritan Drive, Leon Valley, Texas - M. Teague, Planning and Zoning Director**

Dr. Crystal Caldera, City Manager, began by explaining "How we got here." Dr. Crystal Caldera added that Mr. Samir Chehade is requesting to postpone this item to wait for rough proportionality numbers, which "do not have anything to do with zoning," but since he asked for it, Dr. Crystal Caldera, City Manager, will provide it to him. This information came in today and Dr. Crystal Caldera, City Manager, will review this information with staff and the city engineer. The City has ninety-days (90) to make a decision on the zoning request; this is day sixty-one (61).

Dr. Crystal Caldera, City Manager, informed the City Council that their options tonight are to 1. Approve the request to postpone; or 2. Deny the request to postpone.

Dr. Crystal Caldera, City Manager, requested that the City Council go into Executive Session to discuss these options with the city attorney.

Mayor Chris Riley announced that the City Council would go into Executive Session pursuant to Texas Government Code, Chapter 551, Section 551.072, Deliberations on Real Property at 7:26 PM.

The City Council reconvened into Open Session at 8:15 PM

Mayor Chris Riley handed out Citizens to be Heard letters that were received through [citizenstobeheard@leonvalleytexas.gov](mailto:citizenstobeheard@leonvalleytexas.gov) in accordance with Ordinance No. 2023-43, Exhibit A, Section 1.04.001 (d) Conducting Meetings.

Councilor Will Bradshaw motioned that the letters are not read. Councilor Rey Orozco seconded the vote.

Voting Yea: Council Place 1 Martinez, Council Place 4 Orozco, Council Place 5 Bradshaw

Voting Nay: Mayor Pro Tem, Council Place 2 Stevens, Council Place 3 Campos

The motion passed three (3) for and two (2) opposed.

Those who spoke on this item were: Mr. Matthews (Leon Valley); Beth Mursch (Leon Valley); Samir Chehade (Developer); Robert Britton (Leon Valley); John White (Leon Valley); Linda Barker (Leon Valley); Patricia Hernandez (Leon Valley); Kathy Hill (Leon Valley); Lupe Diaz (Leon Valley); Abraham Diaz (Leon Valley); Erick Matta (Leon Valley); Sharon Hendricks (Leon Valley); Dr. Tzu (Leon Valley); and Karen Hernandez (Leon Valley)

Councilor Will Bradshaw motioned to grant the postponement and that any changes go through the Planning & Zoning process. Councilor Rey Orozco seconded the motion.

Mayor Chris Riley asked Dr. Crystal Caldera, City Manager, to take a roll call vote.



Dr. Crystal Caldera, City Manager proceeded with a roll call vote to which the City Council replied: Councilor Benny Martinez - Yea; Councilor Josh Stevens - Nay; Councilor Philip Campos - Nay; Councilor Rey Orozco - Yea; and Councilor Will Bradshaw - Yea.

Mayor Riley announced the motion passed with three (3) for and two (2) opposed.

Councilor Will Bradshaw motioned to include the letters that were submitted this evening into the minutes. Councilor Rey Orozco seconded the motion.

Voting Yea: Council Place 1 Martinez, Council Place 4 Orozco, Council Place 5 Bradshaw, Mayor Pro Tem, Council Place 2 Stevens, Council Place 3 Campos

The motion passed unanimously.

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

Mayor Riley and members of the City Council made announcements.

## **7. City Manager's Report**

### **1. Upcoming Important Events:**

**Regular City Council Meeting, Tuesday, May 07, 2024, at 6:30 PM, in City Council Chambers.**

**Joint General Election – Early Voting, Monday, April 22, 2024 through Tuesday, April 30, 2024.**

**Job Fair, Tuesday, April 23, 2024, from 9:00 AM to 12:00 PM, at the Leon Valley Community Center.**

**Library Volunteer Party, Wednesday, April 24, 2024, from 5:00 PM to 7:00 PM, at the Leon Valley Public Library.**

**Coffee with the Mayor & City Council, Saturday, April 27, 2024, from 9:00 AM to 11:00 AM, at the Leon Valley City Hall.**

**Household Hazardous Waste Collection, Saturday, April 27, 2024, from 8:00 AM to 1:00 PM, at the Leon Valley Fire Department. This event is only for Leon Valley residents – address verification required.**

**Joint General Election - Election Day, Saturday May 04, 2024, polls open from 7:00 AM to 7:00 PM.**

**Special City Council Meeting, Wednesday, May 15, 2024, at 7:30 AM, in City Council Chambers.**

**Annual City-Wide Garage Sale, Saturday, May 25, 2024, from 8:00 AM to 6:00 PM**

**Miscellaneous other events and announcements.**

Dr. Crystal Caldera, City Manager, announced that the City Manager's Report was printed and available on the table in the foyer, as well as posted on the website. Dr. Caldera, City Manager, also spoke about the upcoming Coffee with the Mayor & City Council and Hazardous Waste Drop Off, both on April 27th.

- 8. Requests from Members of City Council to Add Items to Future Agendas – Per Section 3.10 (A) of the City of Leon Valley’s Code of Ordinances, at a Meeting of City Council, a Member of City Council May Place an Item on an Agenda by Making a Motion to Place the Item on a Future Agenda and Receiving a Second. No Discussion Shall Occur at the Meeting Regarding the Placement of the Item on a Future Agenda.**

Councilor Benny Martinez requested the Rules of Decorum be amended to add Citizens to be Heard letters to minutes on an “as needed basis.” No one seconded the motion.

**9. Adjournment**

Mayor Riley announced that the meeting adjourned at 9:23 PM

**These minutes were approved by the Leon Valley City Council on the 7th of May, 2024.**

**APPROVED**

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

**ATTEST:** \_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
CITY SECRETARY

**From:** Blake Britton <[REDACTED]>  
**Sent:** Wednesday, April 3, 2024 8:32 PM  
**To:** Mindy Teague; Synthia Britton  
**Cc:** Citizens To Be Heard  
**Subject:** Zoning Case No PZ-2024-6

Some people who received this message don't often get email from theblakest@gmail.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Leon Valley Council,

As a homeowner that shares the property line with the proposed development site, my wife and I have a few concerns. I have listed them below. After much consideration and review of the meetings, residents voices, and ultimate impact to out neighborhood, I oppose this re-zoning.

### **Safety**

- The first concern we would like to bring up is safety during and after the project. This is a residential area with simple neighborhood streets that already has congestion from homeowners parking in front of houses and traffic from the delivery trucks.
- Increased traffic to area after completion
- Interference with park use and enjoyment
- Construction phase of development/vandalism

### **Wildlife**

- Conservation of natural area

### **Business**

- Reputation of developer – have they successfully completed similar projects? how did they impact community?
- Does this increase our property value with similar home sizes 1800sqft+ and quality? We do not want a quick flip to maximize land development for quantity instead of quality.
- What is the guarantee that is project will be completed and not abandoned?

Thank you for your time.

Robert and Synthia Britton, 5315 Caraway Bend

**From:** John White [REDACTED] >  
**Sent:** Monday, April 15, 2024 1:58 PM  
**To:** Citizens To Be Heard  
**Subject:** Good Samaritan Rezoning

Some people who received this message don't often get email from jmrsjjwhite@gmail.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I appreciate the deliberative process that the city has taken to consider the rezoning request for the Good Samaritan Lodge Nursing Home Subdivision. You have held a town hall meeting, several Planning and Zoning Commission meetings and at least 3 City Council meetings where arguments for and against the rezoning were heard.

You have considered the concerns of TxDot, the concerns of the fire department, and the concerns of the Parks Commission. You have also heard that the Planning and Zoning Commission voted against the rezoning.

You have respectively listened to many Seneca West residents who have unanimously recommended denying the rezoning request.

At the 14<sup>th</sup> Annual Town Hall meeting held on January 27<sup>th</sup> 75% of the attendees from all over the city of Leon Valley did not vote to deny rezoning, but to leave the property alone.

I feel that the members present tonight have received enough information and are in the best position to make an informed decision to put this issue to rest by denying the rezoning request.

Thank You  
John White  
6318 Mary Jamison  
Leon Valley TX

**From:** Mark Ferris <[REDACTED]>  
**Sent:** Sunday, April 14, 2024 8:14 AM  
**To:** Citizens To Be Heard  
**Subject:** Request to not Delay the PZ-2024-6 Vote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mayor and City Council,  
Looking at the Agenda for Tuesday's meeting, it appears that there will be a vote to delay the PDD request for the Samaritan Property till after the elections. I am writing to request that the members of the council vote No to the delay request.

To the best of my knowledge, all relevant information has been collected and no new facts will come to light after the election. I am requesting that a vote to accept or deny PZ-2024-6 be held on Tuesday.

Thank you for how patient and gracious you have been in hearing all the citizens over the last 6-8 weeks.

--

Mark Ferris  
6406 Royalty Pt.  
Leon Valley, TX 78238  
PH: 210-878-8387  
EMAIL: [REDACTED]

**From:** Sara Molina <[REDACTED]>  
**Sent:** Tuesday, April 16, 2024 5:43 PM  
**To:** Citizens To Be Heard; Mindy Teague  
**Subject:** Fwd: City Council Meeting 3/19/24- VOTE

Some people who received this message don't often get email from vanillaoso@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I want to ensure my name is and has been in the list against the building of R6. Please consider keeping R-1.

**Opposed-** to postponing the vote.  
**Opposed** - to rezoning R-6

Also, would it be possible to have an exhibit that shows where the rezoning "line" would actually start for the homes on Caraway Bend?

I would like to get a better understanding (visually) how I will be impacted. Will the back of my fence directly touch whatever is approved to be built or would there be a few feet separating me and the future build.  
What trees would be killed (removed) directly behind my fence as a result. Etc.

As an impacted resident of Leon Valley, these specific details are import to me.

Thank you,  
Sara Gonzalez  
5311 Caraway Bend

Sent from my iPhone

Begin forwarded message:

**From:** Sara Molina <[REDACTED]>  
**Date:** March 19, 2024 at 9:36:29 AM CDT  
**To:** citizenstobeheard@leonvalleytexas.gov  
**Subject: City Council Meeting 3/19/24- VOTE**

Hello,

I will not be able to attend in person today's meeting.

Please accept this email as my formal vote for Regular Agenda item #7, 1 and 2.

**Opposed**- to rezone an approximate 27 Acre Tract of Land.

Thank you,  
Sara Gonzalez  
5311 Caraway Bend  
Leon Valley, TX. 78238

Sent from my iPhone



**CITY OF LEON VALLEY  
COFFEE WITH THE MAYOR AND CITY COUNCIL**

Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas 78238  
Saturday, April 27, 2024 at 9:00 AM

**MINUTES**

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**1. Call to Order; Determine a Quorum is Present**

**PRESENT**

Mayor Chris Riley  
Council Place 1 Benny Martinez  
Council Place 3 Philip Campos  
Council Place 4 Rey Orozco  
Council Place 5 Will Bradshaw

**EXCUSED**

Mayor Pro Tem, Council Place 2 Josh Stevens

Mayor Chris Riley called the meeting to order at 9:02 AM and welcomed everyone. Mayor Riley also announced that Councilor Josh Stevens was excused from this meeting.

Mayor Chris Riley asked Councilor Benny Martinez to lead the Pledge of Allegiance.

**2. Leon Valley City Council Will Host a Citizens' Communication Meeting to Hear Citizen Issues and Provide General Policy and Factual Information as To Issues Brought Up by Citizens. No Action Will Be Taken Except to Place an Item on A Future Agenda as Appropriate**

Mayor Chris Riley read the Coffee Guidelines aloud for all to hear.

Dr. Crystal Caldera, City Manager gave announcement on the Hazardous Waste Collection going on this morning saying that she would need to come back to City Council for a budget adjustment as we had already met our set number.

**3. Presentations**

**1. Presentation and Discussion Regarding the 9-1-1 Dispatch Services**

Dr. Crystal Caldera, City Manager, briefly updated the City Council on this morning's Hazardous Waste Collection saying that at this point, at 9:00 AM, we had already met the \$15,000 and that if Council wanted to go on to the scheduled end time of 1:00 PM, she would need to come back for a budget adjustment. The consensus was to continue as scheduled.



Dr. Crystal Caldera, City Manager, began the presentation regarding 9-1-1 dispatch services. Dr. Crystal Caldera, City Manager’s presentation covered the history of when the City of Leon Valley had its own dispatch center, along with costs and concerns from then as well as if the City brought this service back.

Mr. Eddie Taylor of Bexar 9-1-1 Dispatch Center was also present to give a presentation on their services.

Those who spoke at this time were: Maryanna Christensen (Leon Valley);Celia Ramirez (Leon Valley); Beth Mursch (Leon Valley); Tina Chasan (Leon Valley); Olen Yarnell (Leon Valley); and Pat Martinez (Leon Valley)

**4. Citizens to be Heard**

Those who spoke at this time were: Maryanna Christensen (Leon Valley); Tina Chasan (Leon Valley); Celia Ramirez (Leon Valley); Joan Marcotte (Leon Valley); and Linda Meffert (Leon Valley)

**5. Adjournment**

Mayor Riley announced that the meeting adjourned at 10:57 AM.

**These minutes were approved by the Leon Valley City Council on the 7th of May, 2024.**

**APPROVED**

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

**ATTEST:**

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
CITY SECRETARY

**PARK COMMISSION OF THE CITY OF LEON VALLEY, TEXAS  
MARCH 14, 2024, MEETING MINUTES**

{Section}.92.

The Park Commission of the City of Leon Valley, Texas met on the 14th day of March 2024, at 6:30 p.m., at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, for the purpose of the following business, to-wit:

---

**LEON VALLEY PARK COMMISSION MEETING, 6:30 P.M.**

**1. Call to Order, Pledge of Allegiance, and Determine if Quorum is Present.**

Chair Roger Christensen called the Park Commission meeting to order at 6:30 p.m., with following Park Commissioners in attendance: Vice-Chair Bolton, Elaine Valdez, Thomas Benavides, and Nancy Marrufo. Absent were Commissioners Joyce Trent, Diane Frazer, Ann Sawyer, and Julie Carreon-Martinez. Also present was Staff Liaison Melinda Moritz.

**2. Review and Approval of the February 8, 2024 Regular Park Commission Meeting Minutes.**

Commissioner Benavides had mentioned the date in the heading was incorrect. Vice-Chair Bolton made a motion to approve the minutes from the February 8, 2024 Regular Park Commission meeting with the correction. Commissioner Marrufo seconded the motion, and the motion carried unanimously.

**3. Citizens to be Heard.**

There were no citizens to be heard.

**4. Old Business**

**a. Discussion – Park Capital Budget**

Staff Liaison Moritz gave the Commissioners a copy of the revised Park Capital Acquisition list. She explained that the poured in place rubber surfacing for the two playgrounds at Raymond Rimkus Park would have cost about \$566,000, so she did not place that in the proposed capital plan, but that the rest of the items they had requested were, which included the shade covers for the Raymond Rimkus Park basketball court and the Silo Park playground and fitness equipment, the Hike & Bike Trail Segment II, a mower/shredder for the trail and creek areas, and funds for adaptive reuse of the LV Community Pool facility. Ms. Moritz stated that the City Council now had to review all departments' Capital requests and make decisions on needs versus wants, so she could not guarantee each item would be approved.

**b. Discussion – Revising the Park Master Plan**

Staff Liaison Moritz directed the Commissioners attention to the items in their packet, with the proposed timeline for completion of the Plan revisions being first. She gave proposed dates for approval of the proposed survey, neighborhood meetings, design of the Plan, and presentation to the City Council, noting that the tentative date for final approval would be in April of 2025. After a general discussion, it was decided to start the neighborhood meetings with the residents of El Verde Road at the Leon Valley Ranches Park at their next regular meeting and to not cancel the July meeting to shorten the timeline for completion. Ms. Moritz stated she would send the Commissioners a revised timeline.

The Commissioners then reviewed the previous park survey and made edits to the questions. Ms. Moritz stated she would send the revised survey to the Commissioners with those edits.

The Commissioners were then directed to the edits in the current Master Plan, with Mr. Moritz complimenting the Commissioners on how many items had been completed in the past five years. She asked the Commissioners to review the remaining suggested improvements and let her know which were still relevant and to determine what new improvements, goals, and objectives should be included in the Plan. She also asked them to review Park Master Plans from places such as the cities of San Antonio, Victoria, Kerrville, and Bexar County. She gave each member a copy of the National Recreation and Parks Association Park Master Plan template to use as a guide.

**5. New Business**

**a. None**

**b. Reports – Subcommittees**

1. Pool Subcommittee - Commissioner Marrufo stated that they had nothing to report. Commissioner Valdez asked if the pool contract was being revised. Ms. Moritz stated that it had been revised and was being presented to the City Council at their March 19<sup>th</sup> Council meeting for review and approval.

2. Tree Subcommittee – Commissioner Benavides stated that they had given away 275 trees at the Earthwise Living Day event, which brought the

**PARK COMMISSION OF THE CITY OF LEON VALLEY, TEXAS  
MARCH 14, 2024, MEETING MINUTES**

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total number of new trees planted to 7,692. He noted that this year, the Park Commission's booth was stocked with artifacts from the Huebner-Onion Natural Area Park and that the event went well.

**6. Commissioner's and Staff Comments**

Commissioner Bolton noted that the Oak Wilt warning sign in the Monte Robles Park neighborhood was a great idea.

Chair Christensen stated that the upcoming Easter weekend and April 8<sup>th</sup> lunar eclipse events would potentially result in an overload of persons using Raymond Rimkus Park. Ms. Moritz stated that the Public Works Crew has been busy with playground repairs and painting the large pavilion to make the park presentable for both events. Chair Christensen then stated the next meeting would be held at the Leon Valley Ranches Park.

**7. Adjourn.**

Vice-Chair Bolton made a motion to adjourn the meeting. Commissioner Valdez seconded the motion and the motion carried unanimously. The meeting was adjourned at 7:27 p.m.

  
\_\_\_\_\_  
Roger Christensen - Chair

  
\_\_\_\_\_  
Date



**City of Leon Valley  
CAPITAL IMPROVEMENT ADVISORY  
COMMITTEE MEETING MINUTES  
6:00 PM – OCTOBER 24, 2023  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238**

**1. CALL TO ORDER AND ROLL CALL**

Catherine Rowse called the Capital Improvement Advisory Committee meeting to order at 6:03 PM.

**PRESENT**

Member	Andrea Roofe	Tardy – 6:07 PM
Member	Pat Martinez	
Member	Cassie Rowse	
Member	David Perry	
Member	Mary Ruth Fernandez	
Member	Thomas Dillig	

**ABSENT**

Member	Hilda Gomez	Excused
Member	Erick Matta	Excused
Member	Richard Blackmore	Excused
Council Liaison	Will Bradshaw	Excused

Also in attendance were Planning & Zoning Director Mindy Teague and Permit Technician Elizabeth Aguilar.

**2. NEW BUSINESS**

1. Appointment of Chair and Vice Chair positions on the Capital Improvement Advisory Committee (CIAC) – M. Teague, Planning and Zoning Director

Member Mary Ruth Fernandez nominated herself for Chair and Member Thomas Dillig nominated himself for Vice Chair. Member Rowse made a motion to accept Member Fernandez for Chair and Member Dillig for Vice Chair. The motion carried unanimously.

Voting Yea: Members Roofe, Martinez, Rowse, Perry, Fernandez and Dillig.

Voting Nay: None

**3. ANNOUNCEMENTS BY COMMISSIONERS AND CITY STAFF**

Planning and Zoning Director Mindy Teague explained the contents of the binders that were given to the Members and recommended they review it. She then explained that staff was working on the Capital Improvement Plan and would present that to the Committee once completed.

**4. ADJOURNMENT**

Catherine Rowse announced the meeting adjourned at 6:11 PM.

*These minutes were approved by the Capital Improvements Advisory Committee on the 23<sup>rd</sup> of April 2024.*

APPROVED

*Mary Ruth Fernandez*  
**MARY RUTH FERNANDEZ**  
CHAIR

ATTEST: *E. Aguilar*  
**ELIZABETH AGUILAR**  
PERMIT TECHNICIAN





**City of Leon Valley  
PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
6:30 PM – MARCH 26, 2024  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238**

**1. CALL TO ORDER AND ROLL CALL**

Chair Catherine Rowse called the Planning and Zoning Commission meeting to order at 6:32 PM.

**PRESENT**

Commissioner	David Perry	Place 1
Commissioner	Hilda Gomez	Place 3
Commissioner	Pat Martinez	Place 4
Chair	Cassie Rowse	Place 5
1 <sup>st</sup> Vice-Chair	Erick Matta	Place 6
Commissioner	Richard Blackmore	Place 7
2 <sup>nd</sup> Alternate	Mary Ruth Fernandez	Seated to Vote
3 <sup>rd</sup> Alternate	Cynthia Koger	
Council Liaison	Benny Martinez	

**ABSENT**

2 <sup>nd</sup> Vice-Chair	Andrea Roofe	Place 2 - Excused
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Also in attendance were Planning & Zoning Director Mindy Teague, Economic Development Director Roque Salinas, City Council Member Rey Orozco, and Permit Technician Elizabeth Aguilar

**2. APPROVAL OF ZONING COMMISSION MINUTES**

**1. Planning & Zoning Commission - Meeting - March 12, 2024**

1<sup>st</sup> Vice-Chair Matta made a motion to approve the minutes as presented, which was seconded by 2<sup>nd</sup> Alternate Fernandez. The motion carried unanimously.

**3. NEW BUSINESS**

1. Presentation, Public Hearing, Discussion, and Recommendation to Consider a Request to Rezone an Approximately 0.854 Tract of Land From R-3 (Multi-family Dwelling) District to a Planned Development District (PDD) With R-2 (Two-Family Dwelling) Base Zoning, Being the North 133.20 Feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision, Located at 7680 Huebner, Leon Valley, Texas - M. Teague, Planning and Zoning Director

Planning and Zoning Director Mindy Teague presented the case information, and a brief discussion was held between the Commissioners, Planning and Zoning Director

Mindy Teague and Applicant Mr. Bhagavath Bodagala regarding variances, previous time at Planning and Zoning and why changing plans, parking, emergency exit and landscaping.

Chair Rowse opened the public hearing at 6:46PM.

Residents from the area spoke, noting their concerns regarding traffic, trees, height of buildings, and upkeep of the property.

The following residents spoke in opposition: Mike Kusak and Pablo Cruz.

The following residents spoke in favor: None.

Chair Catherine Rowse closed the public hearing at 7:02PM.

1st Vice-Chair Erick Matta made a motion to recommend approval as presented, which was seconded by Commissioner Pat Martinez. The motion carried.  
Voting Yea: Chair Rowse, Commissioners Matta, Martinez, Perry, and 2<sup>nd</sup> Alternate Fernandez

Voting Nay: Commissioners Blackmore and Gomez

2. Presentation, Public Hearing, Discussion, and Recommendation on a Request for a Specific Use Permit (SUP) on an Approximately 2.32 Acre Tract of Vacant Land, Located in the 5900 Block of Grissom Road, for the Operation of a "Car Wash" (Automatic) - M. Teague, Director of Planning and Zoning

Planning and Zoning Director Mindy Teague presented the case information, and a brief discussion was held between the Commissioners, Planning, and Zoning Director Mindy Teague regarding why the need for a Specific Use Permit, location of the carwash, what a Specific Use Permit is, number of carwashes in the area and using recycled water.

Chair Catherine Rowse opened the public hearing at 7:18PM. Seeing that no one wished to speak, she closed the public hearing at 7:18PM.

1st Vice-Chair Erick Matta made a motion to recommend approval as presented, which was seconded by Commissioner David Perry. The motion carried.

Voting Yea: Chair Rowse, Commissioners Matta, Martinez, Perry, and 2<sup>nd</sup> Alternate Fernandez.

Voting Nay: Commissioners Blackmore and Gomez

3. Presentation, Public Hearing, Discussion, and Recommendation to Consider a Request for a Specific Use Permit (SUP) to Allow the Sale of Firearms, Ammunition, and Law Enforcement Equipment in a B-3 Commercial Zoning District, Being Lot 4, Block 1, CB 4428 H, Located at 5405 Bandera Rd., Ste 101, Leon Valley, Texas - M. Teague, Director of Planning and Zoning



Planning and Zoning Director Mindy Teague presented the case information, and a brief discussion between the Commissioners, Planning and Zoning Director Mindy Teague and Applicants Austin Cooper and Jeremy Gahlinger with Kiesler Police Supply regarding location, merchandise stored onsite, safety, general public sales, follow all state/federal laws, who they will work with regarding amenities and location to the school.

Chair Catherine Rowse opened the public hearing at 7:36PM. Seeing that no one wished to speak, she closed the public hearing at 7:37PM.

Commissioner Pat Martinez made a motion to recommend approval as presented, which was seconded by 1st Vice-Chair Erick Matta. The motion carried unanimously.

Voting Yea: Chair Rowse, Commissioners Martinez, Matta, Blackmore, Gomez, Perry, and 2<sup>nd</sup> Alternate Fernandez

Voting Nay: None

**4. ANNOUNCEMENTS BY COMMISSIONERS AND CITY STAFF**

Mr. Dillig stepped down.

June there will be no meetings.

Next Planning & Zoning Meeting will be April 23, 2024, at 6:30PM.

**5. ADJOURNMENT**

Chair Catherine Rowse announced the meeting adjourned at 7:39PM.

*These minutes were approved by the Leon Valley Planning & Zoning Commission on the 23<sup>rd</sup> of April 2024.*

APPROVED

CATHERINE ROWSE  
CHAIR

ATTEST:

ELIZABETH AGUILAR  
PERMIT TECHNICIAN



## MAYOR AND COUNCIL COMMUNICATION

**DATE:** May 07, 2024

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Dr. Crystal Caldera, City Manager

**SUBJECT:** Discussion and Possible Action on a Resolution of the City of Leon Valley, Texas, City Council for the Reappointment of Dr. Chichi Junda Woo as the Health Authority for the City of Leon Valley

**SPONSOR(S):** (N/A)

### **PURPOSE & BACKGROUND**

The purpose of this item is to present a resolution to the City Council for consideration and reappointment of Dr. Chichi Junda Woo as the Local Health Authority (LHA) for the City of Leon Valley. Dr. Choo's current appointment is set to end on June 09, 2024. This renewal is a two-year appointment expiring June 09, 2026.

A Local Health Authority (LHA) (as an individual) refers to a physician licensed and residing in Texas who serves a term of two-years for all of Bexar County. Under the Texas Health & Safety Code, it is the role of the Metro Health to maintain records of all reportable disease cases in the area and report this information to the Texas Department of State Health Services. The LHA has the right of inspection to prevent and control communicable diseases.

Designating Dr. Woo as Local Health Authority (LHA) simplifies coordination in the event that an individual with a highly contagious disease travels between San Antonio and Suburban Cities.

### **FISCAL IMPACT**

There is no cost associated with renewing the LHA appointment.

### **STRATEGIC GOALS**

Goal #2 – "Safety and Security" – By approving this resolution, Leon Valley will fall under the authority of the Bexar County Metropolitan Health District and have access to all of the resources of the office.

**RECOMMENDATION**

Staff recommends reappointment.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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



**METROPOLITAN  
HEALTH DISTRICT**

## 2023 Texas Notifiable Conditions

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Report all suspected cases to

**San Antonio Metropolitan Health District, unless noted by \***

Reporting forms are available at <http://www.sanantonio.gov/Health/HealthProfessionals/ReportableDiseases>.

Call as indicated for immediately reportable conditions

Epidemiology Program			
24/7 Main Line: (210) 207-8876 Fax: (210) 207-2007			
Fax for COVID-19: (210) 207-8807			
Condition	When to Report	Condition	When to Report
Amebic meningitis and encephalitis	Within 1 week	Leishmaniasis	Within 1 week
Anaplasmosis	Within 1 week	Listeriosis <sup>6</sup>	Within 1 week
<b>Anthrax<sup>1, 2</sup></b>	<b>Call Immediately</b>	Lyme disease	Within 1 week
Arboviral infections <sup>3,4</sup>	Within 1 week	Malaria	Within 1 week
*Asbestosis <sup>5</sup>	Within 1 week	<b>Measles (rubeola)</b>	<b>Call Immediately</b>
Ascariasis	Within 1 week	<b>Meningococcal infection, invasive (<i>Neisseria meningitidis</i>)<sup>6</sup></b>	<b>Call Immediately</b>
Babesiosis <sup>4</sup>	Within 1 week	<b>Mumps</b>	<b>Within 1 work day</b>
<b>Botulism (adult and infant)<sup>2,6,7</sup></b>	<b>Call Immediately</b>	Paragonimiasis	Within 1 week
<b>Brucellosis<sup>1, 2</sup></b>	<b>Within 1 work day</b>	<b>Pertussis</b>	<b>Within 1 work day</b>
Campylobacteriosis	Within 1 week	*Pesticide poisoning, acute occupational <sup>17</sup>	Within 1 week
*Cancer <sup>8</sup>	See rules <sup>5</sup>	<b>Plague (<i>Yersinia pestis</i>)<sup>1, 2</sup></b>	<b>Call Immediately</b>
<b>Candida auris</b>	<b>Within 1 work day</b>	<b>Poliomyelitis, acute paralytic</b>	<b>Call Immediately</b>
<b>Carbapenem-resistant Enterobacteriales (CRE)<sup>9</sup></b>	<b>Within 1 work day</b>	<b>Poliovirus infection, non-paralytic</b>	<b>Within 1 work day</b>
Chagas disease <sup>4</sup>	Within 1 week	Prion disease such as Creutzfeldt-Jakob disease (CJD) <sup>18</sup>	Within 1 week
Chickenpox (varicella) <sup>10</sup>	Within 1 week	<b>Q fever</b>	<b>Within 1 work day</b>
*Contaminated sharps injury <sup>11</sup>	Within 1 month	<b>Rabies, human</b>	<b>Call Immediately</b>
* <b>Controlled substance overdose<sup>12</sup></b>	<b>Report Immediately</b>	<b>Rubella (including congenital)</b>	<b>Within 1 work day</b>
<b>Coronavirus, novel<sup>13</sup></b>	<b>Call Immediately</b>	Salmonellosis, including typhoid fever <sup>6</sup>	Within 1 week
Cryptosporidiosis	Within 1 week	Shiga toxin-producing <i>Escherichia coli</i> <sup>6</sup>	Within 1 week
Coronavirus Disease 2019 (COVID-19)	Within 1 week	Shigellosis	Within 1 week
Cyclosporiasis	Within 1 week	*Silicosis <sup>5</sup>	Within 1 week
Cysticercosis	Within 1 week	<b>Smallpox<sup>1, 2</sup></b>	<b>Call Immediately</b>
<b>Diphtheria<sup>6</sup></b>	<b>Call Immediately</b>	*Spinal cord injury <sup>14</sup>	Within 10 work days
*Drowning/near drowning <sup>14</sup>	Within 10 work days	Spotted fever rickettsioses	Within 1 week
Echinococcosis	Within 1 week	Streptococcal disease ( <i>S. pneumo.</i> <sup>6</sup> ), invasive	Within 1 week
Ehrlichiosis	Within 1 week	<i>Taenia solium</i> and undifferentiated <i>Taenia</i> infection	Within 1 week
Fascioliasis	Within 1 week	Tetanus	Within 1 week
<i>Haemophilus influenzae</i> , invasive	Within 1 week	Tick-borne relapsing fever	Within 1 week
*Hansen's disease (leprosy) <sup>15</sup>	Within 1 week	*Traumatic brain injury <sup>14</sup>	Within 10 work days
Hantavirus infection	Within 1 week	Trichinosis	Within 1 week
Hemolytic uremic syndrome (HUS)	Within 1 week	Trichuriasis	Within 1 week
<b>Hepatitis A</b>	<b>Within 1 work day</b>	<b>Tularemia<sup>1, 2</sup></b>	<b>Call Immediately</b>
Hepatitis B, C, and E (acute)	Within 1 week	Typhus	Within 1 week
Hepatitis B infection identified prenatally or at delivery (mother)	Within 1 week	<b>Vancomycin-intermediate <i>Staph aureus</i> (VISA)<sup>6</sup></b>	<b>Call Immediately</b>
<b>Hepatitis B, perinatal (HBsAg+ &lt; 24 months old) (child)</b>	<b>Within 1 work day</b>	<b>Vancomycin-resistant <i>Staph aureus</i> (VRSA)<sup>6</sup></b>	<b>Call Immediately</b>
Hookworm (ancylostomiasis)	Within 1 week	<b><i>Vibrio</i> infection, including cholera<sup>6</sup></b>	<b>Within 1 work day</b>
<b>Influenza-associated pediatric mortality</b>	<b>Within 1 work day</b>	<b>Viral hemorrhagic fever (including Ebola)<sup>2</sup></b>	<b>Call Immediately</b>
<b>Influenza, novel</b>	<b>Call Immediately</b>	<b>Yellow fever</b>	<b>Call Immediately</b>
* <b>Lead, child blood, any level &amp; adult blood, any level<sup>16</sup></b>	<b>Call/Fax Immediately</b>	Yersiniosis	Within 1 week
Legionellosis	Within 1 week		

In addition to specified reportable conditions, **any outbreak, exotic disease, or unusual group expression of disease that may be of public health concern should be reported by the most expeditious means available. This includes any case of a select agent.** <sup>2</sup>

See select agent list at <https://www.selectagents.gov/sat/list.htm>

\*See condition-specific footnote for reporting contact information

(Rev. 1/23) Expires 1/31/24 -- Go to <http://www.sanantonio.gov/Health/HealthProfessionals/ReportableDiseases> for updates.

**Report to STDs/ HIV Program**  
**Main Line: (210) 207-8830 Fax: (210) 207-2116**

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Condition	When to Report	Condition	When to Report
Acquired immune deficiency syndrome (AIDS) <sup>19</sup>	Within 1 week	<b>Human immunodeficiency virus (HIV), acute infection<sup>19,20</sup></b>	<b>Within 1 work day</b>
Chancroid <sup>19</sup>	Within 1 week	Human immunodeficiency virus (HIV), non-acute Infection <sup>19,20</sup>	Within 1 week
<i>Chlamydia trachomatis</i> infection <sup>19</sup>	Within 1 week	Syphilis – all other stages <sup>19,21</sup>	Within 1 week
Gonorrhea <sup>19</sup>	Within 1 week	<b>Syphilis – primary and secondary stages<sup>19,21</sup></b>	<b>Within 1 work day</b>

**Report to Tuberculosis Program**  
**Main Line: (210) 207-8823 Fax: (210) 207-8779**

Tuberculosis infection <sup>22</sup>	Within 1 week	<b>Tuberculosis (<i>Mycobacterium tuberculosis</i> complex)<sup>6,23</sup></b>	<b>Within 1 work day</b>
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**2023 Texas Notifiable Conditions Footnotes**

1. Lab isolate should be sent to San Antonio Metropolitan Health District (Metro Health) lab. Call 210-207-5883 for specimen submission information.
2. Please secure select agent isolates and specimens in accordance with the guidance in the [Select Agent Regulation](#), and immediately initiate a consultation with public health regarding need for further testing or sequencing. Notify any transfer facilities of any test results of high consequence/interest
3. Arboviral infections including, but not limited to, those caused by California serogroup virus, chikungunya virus, dengue virus, Eastern equine encephalitis (EEE) virus, St. Louis encephalitis (SLE) virus, Western equine encephalitis (WEE) virus, West Nile (WN) virus, and Zika virus.
4. All blood collection centers should report all donors with reactive tests for West Nile virus, Zika virus, *Babesia* species and *Trypanosoma cruzi* (Chagas disease) to the DSHS Zoonosis Control Branch. If your center uses a screening assay under an IND protocol, please include results of follow-up testing as well. Fax the report to Metro Health at 210-207-2007 and send to DSHS by secure email to [WNV@dshs.texas.gov](mailto:WNV@dshs.texas.gov) or fax the report to 512-776-7454. Providing the following data points will suffice: Collection Agency; Unique BUI #; Test Name, Collection Date; Last Name, First Name, Donor Phone Number, Donor Address, Date of Birth, Age, Sex, Race, and Hispanic Ethnicity (Y/N).
5. For asbestos and Silicosis reporting information see <http://www.dshs.texas.gov/epitox/Asbestosis-and-Silicosis-Surveillance/>.
6. Lab samples of the following must be sent to the Department of State Health Services, Laboratory Services Section, 1100 West 49th Street, Austin, Texas 78756-3199 or other public health laboratory as designated by the Department of State Health Services: *Candida auris* isolates, *Clostridium botulinum* isolates, *Corynebacterium diphtheriae* isolates, *Haemophilus influenzae* isolates from normally sterile sites in children under five years old, *Listeria monocytogenes* isolates, *Neisseria meningitidis* isolates from normally sterile sites or purpuric lesions, *Salmonella* species isolates (also requested - specimens positive for *Salmonella* by culture-independent diagnostic testing (CIDT) methods), Shiga toxin-producing *Escherichia coli* (all *E.coli* O157:H7 isolates and any *E.coli* isolates or specimens in which Shiga toxin activity has been demonstrated), isolates of all members of the *Mycobacterium tuberculosis* complex, *Staphylococcus aureus* with a vancomycin MIC greater than 2 µg/mL (VISA and VRSA), *Streptococcus pneumoniae* isolates from normally sterile sites in children under five years old, and *Vibrio* species isolates (also requested - specimens positive for *Vibrio* by culture-independent diagnostic testing (CIDT) methods). Pure cultures (or specimens) should be submitted as they become available accompanied by a current department Specimen Submission Form. See the Texas Administrative Code (TAC) Chapter 97: §97.3(a)(4), §97.4(a)(6), and §97.5(a)(2)(C). Call 512-776-7598 for specimen submission information.
7. Report suspected botulism immediately by phone to 210-207-8876.
8. For more information on cancer reporting rules and requirements go to <http://www.dshs.state.tx.us/tcr/reporting.shtm>.
9. See additional CRE reporting information at [http://www.dshs.state.tx.us/IDCU/health/antibiotic\\_resistance/Reporting-CRE.doc](http://www.dshs.state.tx.us/IDCU/health/antibiotic_resistance/Reporting-CRE.doc).
10. For Varicella (Chickenpox) reporting see <https://www.sanantonio.gov/Health/HealthProfessionals/ReportableDiseases> for the Varicella Reporting Form.
11. Applicable for governmental entities. Not applicable to private facilities. (TAC §96.201) Initial reporting forms for Contaminated Sharps at [http://www.dshs.texas.gov/idcu/health/infection\\_control/bloodborne\\_pathogens/reporting/](http://www.dshs.texas.gov/idcu/health/infection_control/bloodborne_pathogens/reporting/).
12. To report a Controlled Substance Overdose, go to <http://odreport.dshs.texas.gov/>.
13. Novel coronavirus causing severe acute respiratory disease includes Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). Call immediately for SARS, MERS, or any other novel coronavirus cases.
14. Please refer to specific rules and regulations for injury reporting and who to report to at <http://www.dshs.state.tx.us/injury/rules.shtm>
15. Reporting forms are available at <https://www.dshs.texas.gov/idcu/disease/hansens/forms.shtm>.
16. For lead reporting information see <http://www.dshs.texas.gov/lead/Reporting-Laws-Administrative-Code.aspx>.
17. For pesticide reporting information see <https://www.dshs.texas.gov/sites/default/files/epitox/pestrptfrm.pdf>.
18. For purposes of surveillance, CJD notification also includes Kuru, Gerstmann-Sträussler-Scheinker (GSS) disease, fatal familial insomnia (FFI), sporadic fatal insomnia (sFI), Variably Protease-Sensitive Prionopathy (VPSPr), familial CJD (fCJD) or genetic CJD (gCJD), variant CJD (vCJD), iatrogenic CJD (iCJD) and any novel prion disease affecting humans.
19. Please refer to specific rules and regulations for HIV/STD reporting and who to report to at: <http://www.sanantonio.gov/Portals/0/Files/health/HealthProfessionals/ReportableConditions-STDs.pdf>
20. Any person suspected of having HIV should be reported, including HIV exposed infants.
21. Laboratories should report syphilis test results within 3 work days of the testing outcome.
22. TB infection is determined by a positive result from an FDA-approved Interferon-Gamma Release Assay (IGRA) test such as T-Spot® TB or QuantiFERON® - TB GOLD In-Tube Test or a tuberculin skin test, and a normal chest radiograph with no presenting symptoms of TB disease. See rules and reporting information at <http://www.dshs.state.tx.us/idcu/disease/tb/reporting/>. Please report skin test results in millimeters.
23. Reportable tuberculosis disease includes the following: suspected tuberculosis disease pending final laboratory results; positive nucleic acid amplification tests; clinically or laboratory-confirmed tuberculosis disease; and all *Mycobacterium tuberculosis* (*M. tb*) complex including *M. tuberculosis*, *M. bovis*, *M. africanum*, *M. canettii*, *M. microti*, *M. caprae*, and *M. pinnipedii*. See rules and reporting information at <http://www.dshs.texas.gov/idcu/disease/tb/reporting/>.

**San Antonio Metropolitan Health District**

**Epidemiology Program**  
 Phone (210) 207-8876  
 Fax (210) 207-2007  
 Fax for COVID-19: (210) 207-8807

**Sexually Transmitted Diseases/HIV Program**  
 Phone (210) 207-8830  
 Fax (210) 207-2116

**Tuberculosis Program**  
 Phone (210) 207-8823  
 Fax (210) 207-8779



# Certificate of Appointment for a Health Authority

The Health Authority has been appointed and approved by the:

(Put an "X" by the appropriate designation below)

Commissioners Court for \_\_\_\_\_ County  
 Governing Body for the Municipality of LEON VALLEY  
 Director, \_\_\_\_\_ Health Department  
 Director, \_\_\_\_\_ Public Health District

I, Chris Riley, Mayor, acting in my capacity  
as: (Put an "X" by the appropriate designation below)

County Judge or Designee  
 Mayor or Designee  
 Non-physician and the Local Health Department Director  
 Non-physician and the Public Health District Director

do hereby certify the physician, CHICHI JUNDA WOO, who is licensed  
by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),  
 Health Authority  
 Health Authority Designee  
for the jurisdiction of LEON VALLEY, Texas.

Date term of office begins June 10, 2024

Date term of office ends June 9, 2026, unless removed by law.

I certify to the above information on this the 7th day of May, 2024.

\_\_\_\_\_  
Signature of Appointing Official

**RESOLUTION No. 24-00\_R**

**A RESOLUTION OF THE CITY OF LEON VALLEY, TX., CITY COUNCIL REAPPOINTING DR. CHICHI JUNDA WOO AS THE HEALTH AUTHORITY FOR THE CITY OF LEON VALLEY.**

---

**WHEREAS**, during the 68<sup>th</sup> Legislature, Governor Mark White signed the “Local Public Health Reorganization Act” into law; and

**WHEREAS**, During the 71st Legislature, the legislature recodified the Act as Chapter 121 of the Texas Health and Safety Code. Which, among other things, defines the powers of the counties and municipalities as it relates to the local regulation of public health, including the establishment of a public health district; and,

**WHEREAS**, Bexar County and the City of Leon Valley are members of the Bexar County Metropolitan Health District, a public health district under Texas Health and Safety Code Chapter 121, Subchapter E; and,

**WHEREAS**, the members of the public health district shall approve the reappointment of a physician as the health authority for the district; and,

**WHEREAS**, the Health and Safety Code defines a health authority as an individual who acts as a state officer when performing their duties, which include; aiding the state with quarantine, sanitation enforcement, public health law enforcement, reportable diseases, and vital statistics collections; and,

**WHEREAS**, a health authority must be a competent physician with a reputable professional standing who is a resident of Texas, is legally qualified to practice medicine, shall serve for two years, and may be appointed to successive terms.

**WHEREAS**, Leon Valley seeks a health authority that strives to do what is in the best interest of all Leon Valley residents, one who encourages preparedness, prevention, planning, response, and recovery activities; and,

**WHEREAS**, Leon Valley requires the reappointment of a health authority who will work collaboratively with the county’s chief elected official, the Office of Emergency Management, county staff, and the Bexar County Hospital District; and,

**WHEREAS**, Dr. Woo is a licensed physician who meets all the Health and Safety Code requirements. She has held a Texas Medical License since June 2004, she currently serves in the adjunct clinical faculty at the UT School of Public Health, and the University of the Incarnate Word School of Osteopathic Medicine.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF LEON VALLEY:  
APPROVES THE REAPPOINTMENT OF DR. CHICHI JUNDA WOO AS THE HEALTH  
AUTHORITY FOR THE CITY OF LEON VALLEY.**

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley  
this the 7th day of May, 2024.

**APPROVED**

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**CHRIS RILEY**  
MAYOR

Attest :

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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form: City Attorney

---

**ART RODRIGUEZ**  
City Attorney





*Dedicated to preserving our history and heritage through education and research*

April 25, 2024

Crystal Caldera, Ph.D.  
City Manager, City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

Dear Dr. Caldera and Members of the Leon Valley City Council,

The Leon Valley Historical Society (LVHS) respectfully requests the City of Leon Valley allow the installation of a 5/8-inch water meter at the historic Huebner-Onion Homestead and Stagecoach Stop, located at 6613 Bandera Road, and waive the customary \$3,629.80 in impact fees.

City staff has indicated the current charge for this installation consists of:

\$445.00	water impact fee
\$1,942.80	Public Works tapping and materials fee
<u>\$1,242.00</u>	water supply fee
\$3,629.80	total

The LVHS wishes to have water available at the site for landscape watering to start erosion control vegetation in the back of the property and for the future planting of native trees and shrubs. A water supply will be needed for the longer-term development of the site and portions of Triangle Park as indicated in a Memorandum of Understanding between the City and LVHS. Over the years, the need for water on the property is a recurring theme and the lack of our own water supply has been a hindrance.

The LVHS is a volunteer non-profit organization working to preserve the historic Huebner-Onion Homestead complex (which also includes a circa 1870s German-style stack-stone barn and an original stone home circa 1850s) and related history for the enjoyment of Leon Valley Citizens and visitors. LVHS operates on low-cost membership fees and as well as donations, and any relief the City can provide regarding the water impact fees would be greatly appreciated.

Yours sincerely,

Kathy Hill  
President, LVHS Board of Directors

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** May 07, 2024

**TO:** Mayor and Council

**FROM:** Regina Reed, Library Director

**THROUGH:** Dr. Crystal Caldera, City Manager

**SUBJECT:** Presentation and Discussion on an Ordinance of the City of Leon Valley Accepting Grant Funds from the 2024 J. Frank Dobie Trust and Amending the General Budget of the City of Leon Valley, Texas Municipal Budget for the Fiscal Year 2023-2024 in the Amount of \$3,610 to Provide Funding for the Leon Valley Public Library to Purchase Additional Nonfiction Books for the Juvenile Collection.

**SPONSOR(S):** N/A

### **PURPOSE & BACKGROUND**

The Leon Valley Public Library applied for the J. Frank Dobie Library Trust Grant in December 2023 to help rebuild and fill gaps within the Juvenile Nonfiction Collection.

The J. Frank Dobie Library Trust has selected the Leon Valley Public Library to receive a grant in the amount of \$3,610.

From the J. Frank Dobie Trust:

J. Frank Dobie was a legendary folklorist, writer, and newspaper columnist best known for his many books depicting the richness and traditions of life in rural Texas during the days of the open range. Mr. Dobie, born in 1888, loved reading and books from an early age. Growing up on a ranch in rural Live Oak County in southwest Texas he learned firsthand how vital public library in small, particularly rural, areas are to their communities.

The J. Frank Dobie Library Trust was established by Mr. Dobie in 1963, when he wrote his will such that the majority of his substantial estate would go to the support of small Texas libraries for the express purpose of purchasing books.

When he established the trust, Mr. Dobie said, "Just think. Years from now, a book bought with Dobie Trust funds may open the mind of some young person and change the direction of his life.

Multiple grants have been awarded each year since 1976. A major criterion for the grants, which are quite competitive, is the extent to which the library is supported by its community. Being selected to receive a Dobie grant thus reflects not only the importance of the library to

the community it serves, but also the strength of the entire community.

**FISCAL IMPACT**

The grant will increase the library’s materials budget by \$3,610; the library will dedicate the funds to purchasing materials for the Juvenile Nonfiction Collection.

**RECOMMENDATION**

Accept the grant funds from the J. Frank Dobie Library Trust.

Approve the amendment to the ordinance for a budget adjustment.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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



Law Offices of Gretchen McCord  
Building a better world, together

P.O. Box 128, Rockdale, Texas 76567  
254.218.4201 | contact@gretchenmccordlaw.com

Gretchen McCord  
Attorney and Principal  
Direct: 254.218.4238  
gretchen@gretchenmccordlaw.com

Leon Valley Public Library  
6425 Evers Road  
Leon Valley, TX 78238  
r.reed@leonvalleytexas.gov

March 27, 2024

Dear Regina,

On behalf of the J. Frank Dobie Library Trust grant selection committee, I am very happy to inform you that the Leon Valley Public Library has been selected to receive a 2024 grant of \$3,610!

### **About the J. Frank Dobie Trust**

J. Frank Dobie was a legendary Texas author and folklorist. The J. Frank Dobie Library Trust is his legacy in gratitude for the role that public libraries play in the lives of small Texas communities.

The selection committee was favorably impressed with the efforts made by both the library and the community it serves to provide much needed public library services. It is our hope that, by expanding the offerings of the library, this grant will enrich the lives of people in the community.

### **Application of Grant Funds**

The Dobie grant carries few restrictions or requirements. However, there are a few:

- The grant may be used solely for the purchase of books.
- Up to 50% of the funds may be spent on the “purchase” of e-books, whether that is by transfer of ownership or by license/subscription. The funds may ***not***, however, be used to pay for any portion of fees for membership in a consortium (or other type of organization) for the purpose of obtaining access to e-books.
- The funds should be expended within one calendar year if at all possible.
- When the library has expended the grant funds, please email me a brief, informal report of how the money was spent. (I neither need nor want a list of titles purchased, just an explanatory paragraph or two.)

We encourage you to use this as a PR opportunity for the library! I’ve included with this email a press release that you may use, in whole or in part, for this purpose.

## Recognition at Texas Library Association Annual Conference

The announcement of this year's awards will be made during the Opening Author Luncheon on Wednesday, April 17, 2024, at the annual conference of the Texas Library Association in San Antonio. If it is possible for one or more representatives of the library to attend, we would love to recognize and honor their work on behalf of the library by presenting them with the check for the grant. If you are unable to attend, a check will be mailed to you afterwards.

Unfortunately, the Trust is not able to purchase luncheon tickets for grant recipients; therefore, you will have to purchase luncheon tickets through the TLA pre-registration process. **Note that the deadline for pre-registration (and thus purchasing a luncheon ticket) is April 5.**

We will have a table reserved at the luncheon for all Dobie grant recipients. **Please let me know as soon as possible whether you will attend:**  
gretchen@gretchenmccordlaw.com or 512.470.8932.

The selection committee extends its heartiest congratulations on receiving this award, and on the efforts of your library in building community! Please don't hesitate to contact me with any questions.

Yours truly,



Gretchen McCord

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE J. FRANK DOBIE TRUST IN THE AMOUNT OF \$3,610; AND AMENDING THE GENERAL BUDGET OF THE CITY OF LEON VALLEY, TEXAS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2023-2024 IN THE AMOUNT OF \$3,610 TO PROVIDE FUNDING FOR THE LEON VALLEY PUBLIC LIBRARY TO INCREASE MATERIALS IN THE JUVENILE NONFICTION COLLECTION.**

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**WHEREAS**, The Leon Valley Public Library was awarded a grant in the amount of \$3,610 for the purpose of increasing materials in the juvenile nonfiction collection; and

**WHEREAS**, it is necessary for the City to accept these grant funds to achieve this purpose; and

**WHEREAS**, Texas Local Government Code Section 102-0120 provides that a municipality is not prohibited from making changes to a budget for municipal purposes; and

**WHEREAS**, the Leon Valley City Council now desires to amend the General Fund Budget for FY 2023-2024 in the amount \$3,610 for the Leon Valley Public Library to increase materials to the juvenile nonfiction collection

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

**SECTION 1.** The FY 2023-2024 General Fund Budget of the City of Leon Valley is hereby amended to increase the budget by the amount of \$3,610 to provide funding for the Leon Valley Public Library.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Finance Director. The Finance Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations as necessary to carry out the purpose of this Ordinance.

Presentation and Discussion on an Ordinance  
Accepting Grant Funds from the 2024 J. Frank  
Dobie Trust and Amending the General Budget of  
the City of Leon Valley, Texas Municipal Budget for  
the Fiscal Year 2023-2024 in the Amount of \$3,610  
(1st Reading as Required by City Charter)

Regina Reed  
Library Director  
City Council Meeting  
May 07, 2024

# Purpose

- Officially accept the J. Frank Dobie Library Trust Grant Funds
- A Budget Adjustment in the amount of the grant, \$3,610, to the general fund so the library can utilize the funds.
- Juvenile Nonfiction Collection



# Purpose / Background

- J. Frank Dobie was a legendary folklorist, writer, and newspaper columnist
- Mr. Dobie, born in 1888, loved reading and books from an early age
- The J. Frank Dobie Library Trust to support small Texas libraries in purchasing books
- The libraries must be supported by their communities

# Fiscal Impact

- Funds received are \$3,610
- The library will spend the grant funds on Juvenile Nonfiction materials

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** May 7, 2024  
**TO:** Mayor and Council  
**FROM:** Mindy Teague, Planning and Zoning Director  
**THROUGH:** Crystal Caldera, Ph.D., City Manager

**SUBJECT:** Presentation, Discussion, and Public Hearing to Consider Approval of an Ordinance Revising the Leon Valley Code of Ordinances, Chapter 14 Utilities, Article 14.04 Water and Appendix A, Section A16 Impact Fees to Create a New Article 14, Section 14.12 Impact Fees and Revising Appendix A, Section A16 Water and Wastewater Impact Fees

**SPONSOR(S):** N/A

### **PURPOSE**

The purpose of this item is to consider approval of an Ordinance that would increase the fees charged to new development for connection to the city's water and wastewater systems and to create a new section under Chapter 14 Utilities to add the regulations for impact fees and revise Appendix A Schedule of Fees, Article 16 which will now reflect only the fee portion for impact fees assigned to new development.

The last time the water and sewer impact fees were increased was in 2008. In 2010, an impact fee study was performed, and it was determined that fees increases were not warranted. In the summer of 2023, a new impact fee study was performed, and it was determined that due to increasing inflation and the costs associated with obtaining water rights, the water impact fees need to be increased. Wastewater impact fees are to remain the same, but may be increased at a later date, contingent upon the San Antonio Water System's need to increase fees for wastewater treatment for new development.

Impact fees may only be used for improvements to the water and wastewater system that are directly related to new development. They cannot be used to maintain or replace existing systems and may not be charged to existing customers, unless the customer has a change in use that would require an increase in water and/or wastewater treatment usage.

Approval of the Ordinance will allow the city to recover capital costs associated with acquiring water rights and the eventual replacement of the Marshall Elevated Water Storage Tank with a larger storage tank.

In addition to increasing the water impact fees, the Code of Ordinances would be revised to place the regulations regarding impact fees under Chapter 14 Utilities, leaving only the fee portion in Appendix A Schedule of Fees. This action will assist in making the Code

more uniform. Impact fees are to be re-evaluated every 5 years by the Planning and Zoning Commission.

**FISCAL IMPACT**

Water impact fees are used to offset the costs of obtaining water rights.

**RECOMMENDATION**

At their April 23, 2024, meeting, the Planning and Zoning Commission recommended approval of the increase in water impact fees.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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



January 22, 2024

Melinda Moritz  
Public Works Director  
City of Leon Valley  
6400 El Verde Rd.  
Leon Valley, TX 78238

**RE: Leon Valley Impact Fee Evaluation**

Dear Ms. Moritz,

As requested, **Ardurra** performed an assessment of the existing water impact fees to build a recommendation for future impact fees.

**Methods:**

An impact fee is a one-time charge imposed on new development to help recover capital costs associated with providing the infrastructure and other required improvements to provide service to that new development. The maximum impact fee per service unit is calculated by dividing the cost of the growth-related Capital Improvements Projects (CIP) the city anticipates undertaking in the evaluated time period by the projected number of total service units the city will add in that time period.

Ardurra set the evaluation time period at ten years. Capital Improvement Projects evaluated included replacing the Marshall Elevated Storage Tank and costs associated with expanding the city's water rights. To estimate the number of total service units to be added in ten years, Ardurra performed a generalized population projection utilizing census data and meter counts provided by the City.

The Texas Local Government Code Chapter 395 requires utilities to calculate a credit for growth related Capital Improvements Projects (CIP) to be subtracted from the impact fee. The credit is based on the amount of projected future rate revenues or taxes expected to be generated by the new development and used to pay for capital improvements identified in the CIP. This credit provides an adjustment to benefit fee payers who will pay for CIP in both the impact fee and their future rates and taxes. Utilities can calculate this credit and apply it to the calculated impact fee or alternatively, can avoid having to calculate the credit by opting to use the statutory credit equal to 50% of the calculated impact fee. Ardurra has opted to estimate impact fees here by statutory credit of 50%.

**Population Projections:**

- In 2010, according to the US Census Bureau, Leon Valley had a population of 10,151. In 2020, according to the US Census Bureau, Leon Valley had grown to a population of 11,542, a growth rate of 1.29% annually. Ardurra has assumed this growth rate will continue through the ten year evaluation period. With that assumption in mind, the population in the current year of 2023 is estimated to be 11,842.
- Leon Valley provided the current meter count for the water system as 2,576 meters. In order to estimate the number of meters to be added in the evaluation period, Ardurra will use a ratio of meters per resident. In 2023, this ratio is 4.6 residents per meter. Ardurra will use the assumption that this ratio holds for the evaluation period.
- In 2033, the population is estimated to be 13,368. With an assumed ratio of 4.6 residents per meter, it is estimated that the meter count in 2033 will be 2,965 meters. Based on this assumption, Leon Valley will add an additional 390 meters to their water system over the evaluation period.

**Growth Related Capital Improvement Project:**

**Water Sourcing:**

- The City of Leon Valley currently owns 1,758.38 acre-feet of Edwards Aquifer water rights. The city rarely gets access to its full water rights due to withdrawal reductions required by Edwards Aquifer water restriction stages.
- In 2018, Leon Valley reported having 2,440 meters and using 1,086 acre-feet of water. This is the highest per-capita water usage in recent history, 0.45 acre-feet per meter over that year. Ardurra has opted to use this per-capita water usage as basis for projected water demand in the evaluation period.

- This projects the full system ultimate water usage in 2033 as:

$$2,965 \text{ meters} * 0.45 \frac{\text{acre} - \text{feet}}{\text{meter}} = 1,335 \text{ acre} - \text{feet of water}$$

- Edwards Aquifer water withdrawal reduction stages are given as percentage reductions of total owned water rights. This means when the city is at a critical period stage 3 reduction level, they can only utilize up to 65% of their owned water rights. The City of Leon Valley is currently in a stage 3 reduction period. If one were to assume stage 3 reduction level in 2033, to have enough water rights to meet water demand the city would need to own:

$$\frac{1,335 \text{ acre} - \text{feet of water}}{65\%} = 2,054 \text{ acre} - \text{feet}$$

- The city estimates cost per acre-foot of water rights acquisition at \$6,100 per acre-foot. Using this as a baseline cost, which includes closing costs, and extrapolating this cost over the evaluation period with inflation, it is estimated it will cost the city approximately \$2,067,260 to acquire the recommended water rights (see Attachment A for estimate).

**Capital Improvements Project:**

- The City of Leon Valley will need to replace the 100,000 gallon Marshall Elevated Storage Tank in the next ten years with a larger tank.
  - Removing and replacing the tank with a 150,000 gallon elevated storage tank is estimated to cost \$750,000 (see Attachment B for estimate).

**Impact Fee Calculation with Credit:**

- The impact fee that can be levied per service unit is calculated by dividing the growth-related CIP costs by the projected number of total service units projected. Then the maximum impact fee amount is calculated by applying a 50% credit to account for projected future rate revenues or taxes expected to be generated by the new development and used to pay for capital improvements identified in the CIP. The max impact fee is calculated in the table below:

Description	CIP	Calculated Maximum Impact Fee	Credited Impact Fee (50%)
<b>Water Supply</b>	\$2,067,260	\$5,300.00	\$2,650.00
<b>System Development</b>	\$750,000	\$1,923.00	\$962.00

- These proposed impact fees and Leon Valley’s existing impact fees (last set in 2008) were referenced against the nearest water system, San Antonio Water System (SAWS), current impact fees, adopted in 2020. This comparison is shown in the table below. It should be noted that Leon Valley’s water system was found to have adequately sized mains for projected growth and there is no need for flow expansion improvement projects.

Description	SAWS Impact Fee	Proposed Leon Valley Impact Fee	Existing Leon Valley Impact Fee
<b>Flow Impact Fee</b>	\$1,188.00	\$0.00	\$0.00
<b>Water Supply Impact Fee</b>	\$2,706.00	\$2,650.00	\$1,242.00
<b>System Development Impact Fee</b>	\$855.00	\$962.00	\$450.00
<b>Total Impact Fee</b>	<b>\$4,749.00</b>	<b>\$3,612.00</b>	<b>\$1,692</b>

**Conclusions and Recommendations:**

It is recommended that the City of Leon Valley update their impact fees. The existing impact fees are too low to address the water system’s growth demands in the coming years. The suggested impact fee per water meter size is shown below. To estimate recommended impact fees for larger than standard residential size water meters, multiplier of fee increase from the previous adopted fees in 2008 were used:

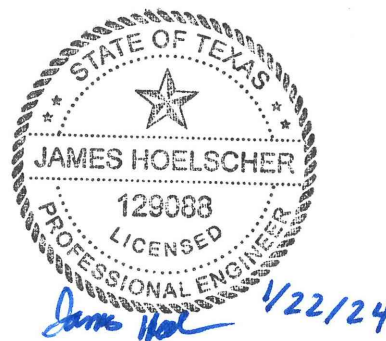
Size of Meter	Existing Water Supply Impact Fee	Existing Development Impact Fee	Proposed Water Supply Impact Fee	Proposed Development Impact Fee
5/8" & 3/4"	\$1,242	\$450	\$2,650	\$962
1"	\$2,074	\$750	\$4,425	\$1,603
1 1/2"	\$4,136	\$1,500	\$8,825	\$3,207
2"	\$13,252	\$4,800	\$28,275	\$10,261
3"	\$20,704	\$7,500	\$44,175	\$16,033
4"	\$27,324	\$9,900	\$58,300	\$21,164
6"	\$33,943	\$12,300	\$72,423	\$26,295
8"	\$41,396	\$25,000	\$88,325	\$53,444
10"	\$66,199	\$24,000	\$141,246	\$51,307

We appreciate the opportunity to assist you in this matter. If you have any questions, please contact us at (210) 822-2232 or e-mail us at [jhoelscher@ardurra.com](mailto:jhoelscher@ardurra.com).

Sincerely,



*James Hoelscher*  
 \_\_\_\_\_  
**James Hoelscher, PE**  
 Project Engineer



ATTACHMENT A  
WATER ACQUISITION COSTS ESTIMATE

{Section}.102.

Description	Units	Qty
Water Rights Acquired Current	Acre Feet	1758.38
Water Rights Desired	Acre Feet	2054
\$/Acre Foot	\$	\$ 6,100.00
To Acquire	Acre Feet	295.62
Acquire per year	Acre Feet	29.562
Inflation	%	3.0%
2024 Cost to Purchase Water Rights	\$	\$ 180,328.20
2025 Cost to Purchase Water Rights	\$	\$ 185,738.05
2026 Cost to Purchase Water Rights	\$	\$ 191,310.19
2027 Cost to Purchase Water Rights	\$	\$ 197,049.49
2028 Cost to Purchase Water Rights	\$	\$ 202,960.98
2029 Cost to Purchase Water Rights	\$	\$ 209,049.81
2030 Cost to Purchase Water Rights	\$	\$ 215,321.30
2031 Cost to Purchase Water Rights	\$	\$ 221,780.94
2032 Cost to Purchase Water Rights	\$	\$ 228,434.37
2033 Cost to Purchase Water Rights	\$	\$ 235,287.40
<b>Total Cost to Acquire</b>	<b>\$</b>	<b>\$ 2,067,260.72</b>



ATTACHMENT B

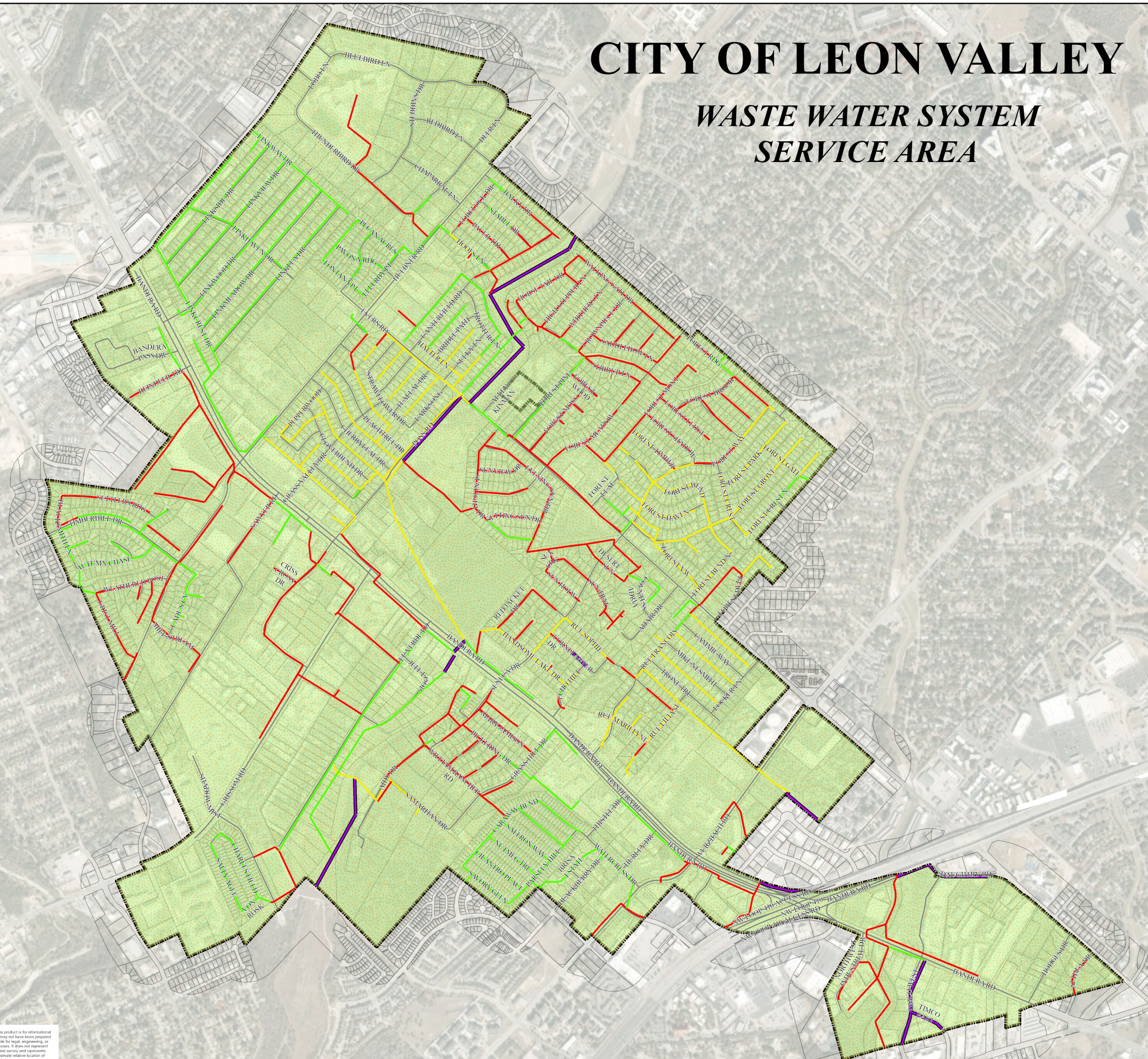
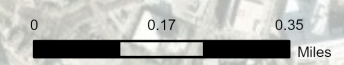
MARSHALL ELEVATED STORAGE TANK DEMOLITION AND REPLACEMENT PROJECT COST ESTIMATE

{Section}.102.







Item #	Description	Unit	Unit Cost	Qty	\$
1	Demo of Existing 100,000 Gallon Tank	LS	\$ 60,000.00	1	\$ 60,000.00
2	Construction of 150,000 Gallon Tank	LS	\$ 540,000.00	1	\$ 540,000.00
			<i>Contingency</i>	<i>25%</i>	<i>\$ 150,000.00</i>
			<b>TOTAL</b>		<b>\$ 750,000.00</b>

# CITY OF LEON VALLEY

## WASTE WATER SYSTEM SERVICE AREA



**LEGEND**

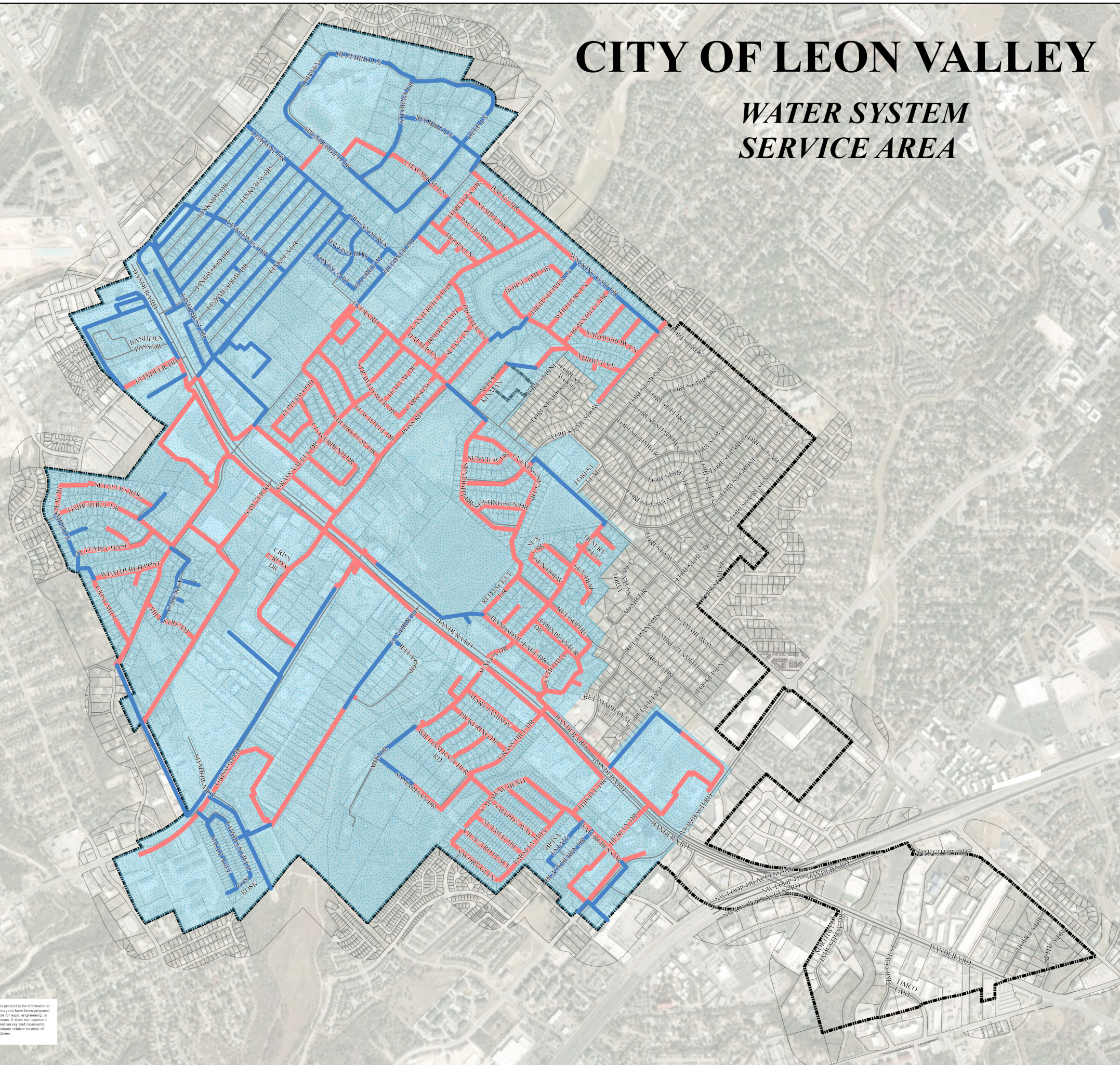
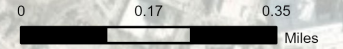
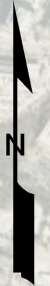
-  CITY LIMITS
-  SEWER SERVICE AREA
- SEWER MAIN MATERIAL TYPE
-  UNKNOWN
-  AC
-  CLAY
-  PVC

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





# CITY OF LEON VALLEY

## WATER SYSTEM SERVICE AREA

{Section}. 102.



**LEGEND**

-  CITY LIMITS
-  WATER SERVICE AREA
- WATER MAIN**
-  AC
-  PVC

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



6400 El Verde Road, Leon Valley, TX 78238

April 25, 2024

The Honorable Chris Riley  
Leon Valley City Council  
6400 El Verde Road  
Leon Valley, TX 7823 8

**RE: LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND  
IMPACT FEE REVIEW**

Dear Mayor Riley,

On April 23, 2024, the Leon Valley Capital Improvements Advisory Committee reviewed the Land Use Assumptions, Capital Improvements Plan, and Impact Fee Schedule and agree with recommended revisions made by the City Engineer.

A motion was made by Commissioner Roofe to recommend approval of the decision to City Council, seconded by Commissioner Perry. Motion carried by vote, 7 Yea – 1 Nay.

In accordance with Chapter 395 of the Local Government Code, Section 395.056, please accept this as our written comments recommending that the proposed amendments be approved by the City Council as submitted.

Sincerely,

Mary Ruth Fernandez  
Presiding Chairman  
Leon Valley Capital Improvement Advisory Committee

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TEXAS, CITY COUNCIL, AMENDING THE LEON VALLEY CODE OF ORDINANCES, CHAPTER 14 UTILITIES TO ADD AN ARTICLE 14.12 IMPACT FEES AND TO AMEND APPENDIX A FEE SCHEDULE, ARTICLE A16 IMPACT FEES, TO MOVE THE REGULATIONS FOR IMPACT FEES AND TO INCREASE WATER IMPACT FEES; PROVIDING AN EFFECTIVE DATE OF THE REVISION WITH PUBLICATION, AS REQUIRED BY LAW, PROVIDING A SAVINGS CLAUSE; AND PROVIDING A CONFLICTS PROVISION.**

**WHEREAS**, A water and wastewater impact fee study was performed by a registered and licensed engineer, and it was determined that the current water impact fees should be increased to account for inflation and that wastewater impact fees should remain the same; and

**WHEREAS**, the current regulations regarding impact fees, along with the impact fee schedule, were both placed in Appendix A Schedule of Fees, which is not uniform and may be confusing to developers researching regulations in the Leon Valley Code of Ordinances; and

**WHEREAS**, the increase in fees is vital to assure the Leon Valley water and wastewater system can continue to adequately provide water and wastewater service to new developments;

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

**SECTION 1.** That the Leon Valley Code of Ordinances, Chapter 14 Utilities, Article 14.12 be added as stated in Exhibit A attached hereto.

**SECTION 2.** That Appendix A Schedule of Fees be amended as follows:

“Section A16 IMPACT FEES

Section A16.001 Water Impact Fees

1. Water impact fees:

<b>Size of Meter</b>	<b>Water Supply Impact Fee</b>	<b>Development Impact Fee</b>
5/8” & 3/4”	\$2,650	\$962
1”	\$4,425	\$1,603
1 1/2”	\$8,825	\$3,207
2”	\$28,275	\$10,261
3”	\$44,175	\$16,033
4”	\$58,300	\$21,164

6"	\$72,423	\$26,295
8"	\$88,325	\$53,444
10"	\$141,246	\$51,307

2. Tapping Fee

- (a) By Public Works or
- (b) By Public Works or Owner (Site Specific).

3. Connection to privately funded line:  
As per Refund Fund Contract # \_\_\_\_\_.

4. Service Deposit (Refundable) – see Appendix A Fee Schedule, Article A11.001, (j).

5. Other:(\_\_\_\_\_).

Section A16.002 Sewer Impact Fees

1. Wastewater impact fees:

Size of Meter	All Sewer Connections	Bandera Rd Area	Grissom Rd Area	Blackberry Dr Area
5/8 & 3/4"	\$137	\$382	\$719	\$1,466
1"	\$230	\$638	\$1,200	\$2,449
1 1/2"	\$457	\$1,272	\$2,393	\$4,883
2"	\$1,466	\$4,076	\$7,669	\$15,645
3"	\$2,290	\$6,368	\$11,981	\$24,442
4"	\$3,022	\$8,404	\$15,812	\$32,257
6"	\$3,754	\$10,441	\$19,643	\$40,074
8"	\$4,578	\$12,733	\$23,955	\$48,869
10"	\$4,578	\$12,733	\$23,955	\$48,869

2. Tapping Fee: Determined by Public Works

3. Connection Fee: \$75.00/connection all sizes

4. San Antonio Water System ORD. 56261 - Collection by Leon Valley: \$240.00/Res. Lot or \$1,200/AC.

5. Connection to Privately Funded Line: As per refund Contract #\_\_\_\_\_.

6. Other (\_\_\_\_\_)."

**SECTION 3.** This ordinance shall become effective on and after its passage, approval

and the meeting of all publication requirements as provided by law.

**SECTION 4.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict. All provisions, sections and sub-sections set forth in the Leon Valley Code of Ordinances, Appendix A Fee Schedule not revised or amended herein shall remain in effect.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 21st day of May 2024.

**APPROVED**

---

**CHRIS RILEY**  
MAYOR

Attest :

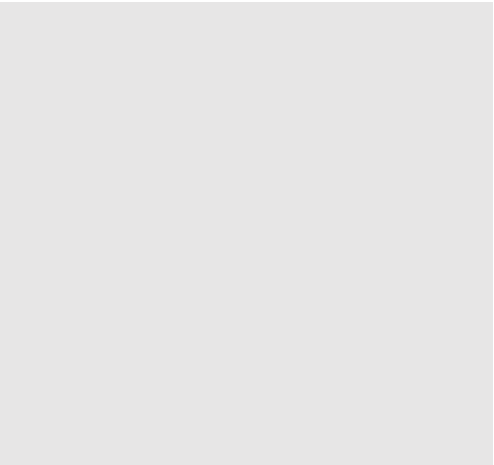
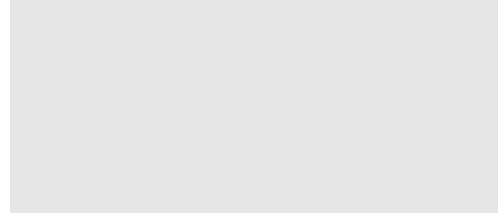
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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

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**NICOLE WARREN**  
City Attorney

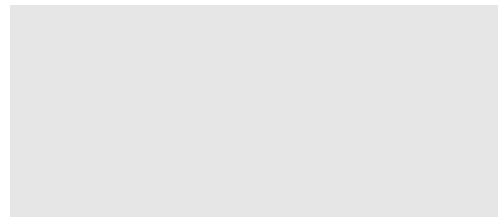
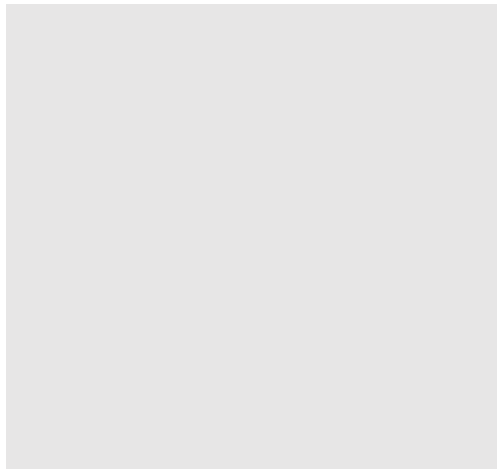


# LEON VALLEY 2023 IMPACT FEE PROPOSAL

James Hoelscher, PE  
Byron Sanderfer, PE, CPM



ARDURRA





# AGENDA



Existing Impact Fee



Population Projections



Water Sourcing



Capital Improvements



Potential Proposed Impact Fee



Proposed Impact Fee Comparison

# IMPACT FEES - DEFINED

An impact fee is a one-time charge imposed on new development to help recover capital costs associated with providing the infrastructure and other required improvements to provide service to that new development.



{Section}.102.

# EXISTING IMPACT FEES

- Last time Impact Fee rates were increased was in 2008.
- Current Rates – Water Only:

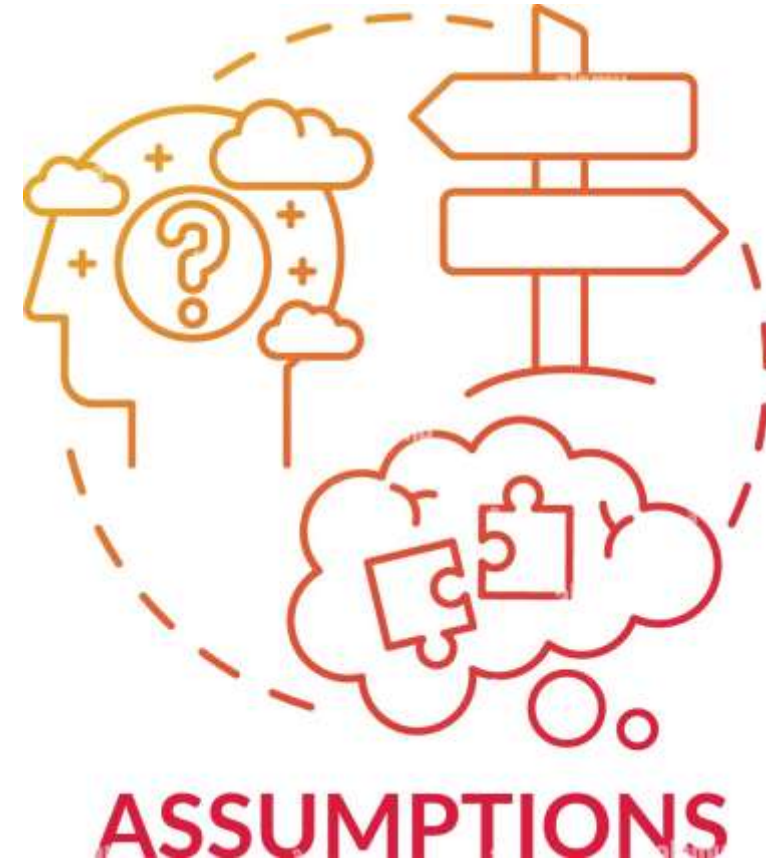
Size of Meter	Water Supply Impact Fee	Development Impact Fee
5/8" & 3/4"	\$1,242	\$450
1"	\$2,074	\$750
1 1/2"	\$4,136	\$1,500
2"	\$13,252	\$4,800
3"	\$20,704	\$7,500
4"	\$27,324	\$9,900
6"	\$33,943	\$12,300
8"	\$41,396	\$25,000
10"	\$66,199	\$24,000

# GROWTH PROJECTIONS

- Census data from 2010
  - Population: 10,151
- Census data from 2020
  - Population: 11,542
- Growth rate of **1.29% annually** from 2010 to 2020
- Current meter count from Leon Valley
  - **2,576 meters**
    - 2,288 residential
    - 288 commercial
  - Most are 5/8" meters (2,245 or 87%)
- If rate of growth from 2010 to 2020 is assumed to continue
- Current population in 2023 is estimated to be
  - 11,842
    - **4.6 residents per meter**
- Population in 2033 is estimated to be
  - **13,368**
- Using same meter ratio as before it is estimated in 2033, the city will have:
  - **2,965 meters**
- A growth of **390 meters** in 10 years

# ASSUMPTIONS REVIEW

- Growth of 1.29% annually over next ten years
- Ratio of 4.6 residents per meter
- Undeveloped land in Leon Valley
  - *Estimate 150 acres*
    - About 40 individual residential lots currently undeveloped (> 1 acre)
    - Assume 10% never to be developed
      - Floodplain
      - Adjacent to existing owned property
      - Untenable



# WATER SOURCING

- The City of Leon Valley currently owns 1,758.38 acre-feet of Edwards Aquifer water rights.
- The city rarely gets access to its full water rights due to withdrawal reductions during Edwards Aquifer water restriction stages.

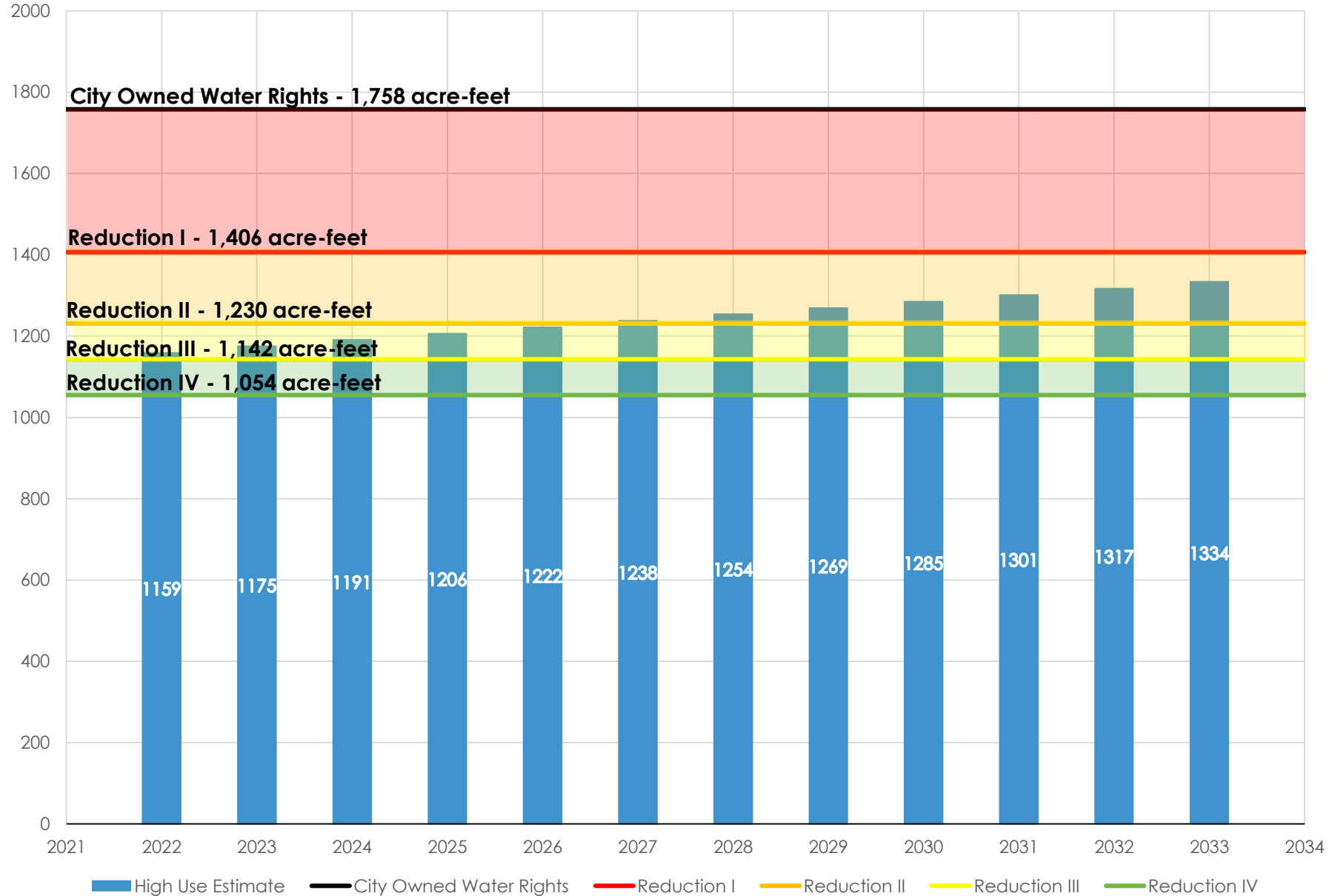
Owned Water	Critical Period Stage	Withdrawal Reduction	Withdrawal Reduction – Owned Water
1,758.38	I	20%	1406.7
1,758.38	II	30%	1230.8
1,758.38	III	35%	1142.9
1,758.38	IV	40%	1054.9

## WATER USAGE – HIGH ESTIMATE

- In 2018, Leon Valley reported having 2,440 meters and using 1,086 acre-feet of water.
  - *~0.45 acre-feet / meter*
  - *Highest per-capita water usage in recent history*
- Assume this per-meter-usage to give a high estimate of potential water demand in 2033
- $(0.45 \text{ acre-feet / meter}) * (2,965 \text{ meters})$ 
  - **1,335 acre-feet of water**

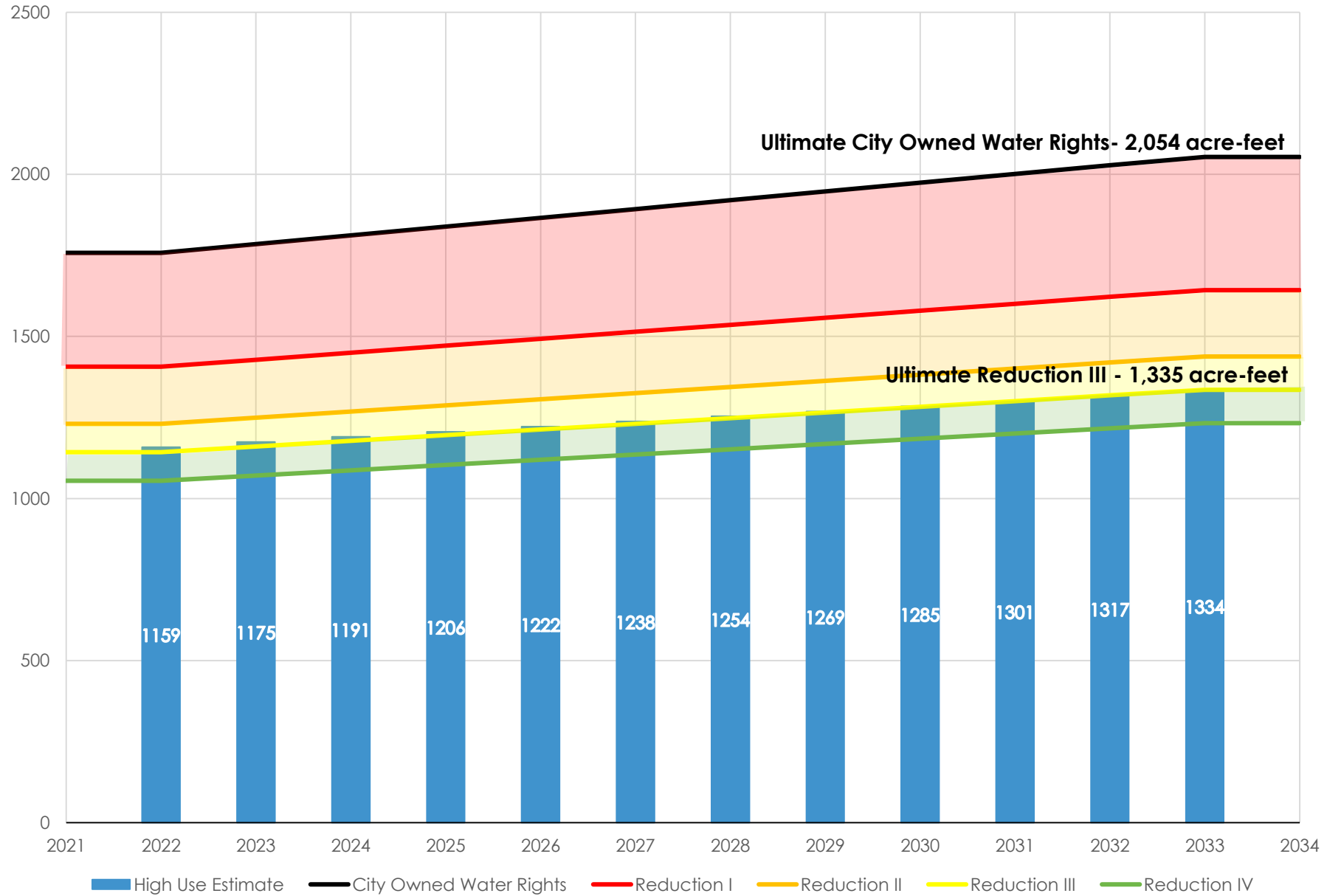


### Estimated Leon Valley Water Use Over Time





### Estimated Leon Valley Water Use Over Time



# WATER SOURCING

- If the city assumes being kept under water restriction stage III, but wants to keep capacity above estimated high demand, it will need to own:
  - **2,054 acre-feet of water rights by 2033.**

Owned Water	Critical Period Stage	Withdrawal Reduction	Withdrawal Reduction – Owned Water
2,054	I	20%	1643.1
2,054	II	30%	1437.7
<b>2,054</b>	<b>III</b>	<b>35%</b>	<b>1335.0</b>
2,054	IV	40%	1232.3

# WATER SOURCING

City estimates cost per acre-foot of water rights acquisition at \$6,100/acre-foot.

*Includes closing cost*

To reach water source goal in 2033. It is estimated it will cost the city approximately:

**\$2,067,260**



#65101240

# CAPITAL IMPROVEMENTS

City of Leon Valley currently has 400,000 gallons of elevated storage capacity.

*Enough to serve 4,000 meters per TCEQ*

The City will need to replace the 100,000-gallon Marshall Elevated Storage Tank in the next ten years with a larger tank.

Replacing existing tank with a 150,000-gallon elevated storage tank is estimated to cost

**\$750,000**



# TLGC CHAPTER 395 CREDIT

- The Texas Local Government Code Chapter 395 requires utilities to calculate a credit for growth related Capital Improvements Projects (CIP) to be subtracted from the impact fee.
- The credit is based on the amount of projected future rate revenues or taxes expected to be generated by the new development and used to pay for capital improvements identified in the CIP. This credit provides an adjustment to benefit fee payers who will pay for CIP in both the impact fee and their future rates and taxes.
- Utilities can calculate this credit and apply it to the calculated impact fee or alternatively, **can avoid having to calculate the credit by opting to use the statutory credit equal to 50% of the calculated impact fee.**
- **City Engineer Ardurra has opted to estimate impact fees here by statutory credit of 50%.**

# IMPACT FEE CALCULATION

- The impact fee per service unit is calculated by dividing the growth-related CIP costs by the projected number of total service units.
  - 390 service units over 10 years
- Then crediting 50% per TLGC Chapter 395

Description	CIP	Calculated Impact	Max Impact Fee (50%)
<b>Water Supply</b>	\$2,067,260	\$5,300.00	\$2,650.00
<b>System Development</b>	\$750,000	\$1,923.00	\$962.00

For 5/8" & 3/4" meter

# PROPOSED IMPACT FEE COMPARISON - SAWS

- For reference, see table below for comparison of proposed fee to SAWS current impact fees adopted in 2020.
  - *Leon Valley does not need to increase the size of the mains, therefore a flow impact fee is not needed*

Description	SAWS Impact Fee	Proposed Leon Valley Impact Fee	Existing Leon Valley Impact Fee
<b>Flow Impact Fee</b>	\$1,188.00	\$0.00	\$0.00
<b>Water Supply Impact Fee</b>	\$2,706.00	\$2,650.00	\$1,242.00
<b>System Development Impact Fee</b>	\$855.00	\$962.00	\$450.00
<b>Total Impact Fee</b>	<b>\$4,749.00</b>	<b>\$3,612.00</b>	<b>\$1,692</b>

For 5/8" & 3/4" meter

# RE-EVALUATE IMPACT FEES REGULARLY

Impact fees will need to be re-evaluated every 5 years

New capital improvements projects

Population projections

Development projections





**THANK YOU FOR YOUR  
TIME TODAY**

Questions?

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** MAY 7, 2024

**TO:** Mayor and Council

**FROM:** Roque Salinas, Director of Economic Development

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Presentation and Discussion of an Ordinance Authorizing a Fiscal Year 2023-24 General Fund Budget Adjustment in the Amount of \$6,335.00, from the Public, Educational and Governmental (PEG) Restricted Fund Balance for the Purpose of Increasing the Economic Development Department Budget and Authorizing the City Manager to Execute an Agreement with Spectrum Enterprise for PEG Channel Service (1st Read as Required by City Charter) - R. Salinas, Director of Economic Development

**SPONSOR(S):** N/A

**PURPOSE**

This M & C requests approval for a budget adjustment, which will increase the Economic Development Department by \$6,335.00 to fund the one-time capital expenses to set up a PEG channel for the City of Leon Valley.

**FISCAL IMPACT**

A budget adjustment to the amount of \$6,335.00 is requested. The funds would come from the PEG restricted funds reserve.

As of 9/30/23 the PEG restricted fund balance was \$298,380.

**RECOMMENDATION**

Staff recommends approval.

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

APPROVED WITH THE FOLLOWING AMENDMENTS :

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

ATTEST :

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

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AUTHORIZING A FISCAL YEAR 2023-24 GENERAL FUND BUDGET ADJUSTMENT IN THE AMOUNT OF \$6,335.00 FROM THE PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) RESTRICTED FUND BALANCE FOR THE PURPOSE OF INCREASING THE ECONOMIC DEVELOPMENT DEPARTMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SPECTRUM ENTERPRISE FOR PEG CHANNEL SERVICE; PROVIDING FOR REPEALER, SEVERABILITY AND SAVING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Leon Valley has already approved their FY 2023-2024 Budget on September 05, 2023; and

**WHEREAS**, it has been determined that funding should be added to the FY 2023-2024 Budget; and

**WHEREAS**, it has been determined that funding will come from the PEG restricted Funds; and

**WHEREAS**, it is necessary to adjust the Economic Development Department Budget account 100-5720-540.01 “improvement other than building” by a total amount of \$6,335.00.

**WHEREAS**, the City Council authorizes the City Manager to Execute an agreement with Spectrum Enterprises for PEG channel services.

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

**SECTION 1.** The City’s General Fund budget is hereby adjusted in the amount of \$6,335.00 to increase the Economic Development Department Budget.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Finance Director. The Finance Director may, subject to concurrence by the City Manager or the City Manager’s designer, correct allocations as necessary to carry out the purpose of this Ordinance.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

**SECTION 4.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

**SECTION 5.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the \_\_\_ day of \_\_\_\_, 2024.

**APPROVED**

---

**CHRIS RILEY**  
MAYOR

Attest:

---

**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

---

**ARTURO D. "ART" RODRIGUEZ**  
City Attorney

## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Everette Howell	
Telephone: 7264371116	
Email: everette.howell@charter.com	

Customer Information		
Customer Name CITY OF LEON VALLEY,*	Order # 14042453	
Address 6400 EL VERDE RD SAN ANTONIO TX 78238		
Telephone (210) 461-9321	Email: r.salinas@leonvalleytexas.gov	
Contact Name Roque Salinas	Telephone (210) 461-9321	Email: r.salinas@leonvalleytexas.gov
Billing Address 6400 EL VERDE RD SAN ANTONIO TX 78238		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 6400 El Verde Rd Unit PEG, Leon Valley TX 78238				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Fiber Internet 50Mbps	36 Months	1	\$725.00	\$725.00
PEG Video Service	36 Months	1	\$45.00	\$45.00
<b>TOTAL*</b>				<b>\$770.00</b>

ONE TIME CHARGE(S) AT 6400 El Verde Rd Unit PEG, Leon Valley TX 78238			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
FIA Installation	1	\$250.00	\$250.00
PEG Setup HD	1	\$6,000.00	\$6,000.00
PEG Video Encoder Install	1	\$85.00	\$85.00
<b>TOTAL*</b>			<b>\$6,335.00</b>



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

**CUSTOMER SIGNATURE**

Signature: \_\_\_\_\_

Printed Name: Roque Salinas \_\_\_\_\_

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

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



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# Spectrum Enterprise pre-service installation guide



Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

## Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

## Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

## Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

### Milestones

- 1 **Sign service order**  
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**  
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.  
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**  
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.  
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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[enterprise.spectrum.com](http://enterprise.spectrum.com)

**Certificate Of Completion**

Envelope Id: AC98BAF2AA51454C9F9C52052D540A10	Status: Sent
Subject: Everette Howell has requested your signature on a document(s)	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Everette Howell Everette.Howell@charter.com
Envelopeld Stamping: Disabled	IP Address: 209.112.106.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

**Record Tracking**

Status: Original	Holder: Everette Howell	Location: DocuSign
1/23/2024 1:32:19 PM	Everette.Howell@charter.com	

**Signer Events**

**Signature**

**Timestamp**

Roque Salinas		Sent: 1/23/2024 1:34:20 PM
r.salinas@leonvalleytexas.gov		Viewed: 1/23/2024 1:50:55 PM
Security Level: Email, Account Authentication (None)		

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/23/2024 1:50:55 PM  
 ID: cae214c2-6521-4b9c-aab4-297b7c666e0a  
 Company Name: Spectrum Enterprise

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

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**Carbon Copy Events**

**Status**

**Timestamp**

Everette Howell  
 everette.howell@charter.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jacob Kuta  
 Jacob.Kuta@charter.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Crystal Miranda  
 c.miranda@leonvalleytexas.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/23/2024 1:34:20 PM
Certified Delivered	Security Checked	1/23/2024 1:50:55 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Requesting paper copies, withdrawing consent, and updating contact information**

*Requesting Paper Copies.*

Please provide your name, title, email, telephone, postal address and document title.

*Withdraw Consent.*

Please provide your name, title, email, date, telephone number and postal address.

*Update Contact Information.*

Please provide your name, title, email, telephone and postal address.

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**To withdraw your consent with DocuSign**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC (“Spectrum”) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC (“Spectrum”).

# Budget Adjustment- PEG Channel

Roque Salinas, MPA

Director of Economic Development

5/7/2024



# Summary

- Staff requests approval for a budget adjustment, which will increase the Economic Development Department by \$6,335.00 to fund the one-time capital expenses to set up a PEG channel for the City of Leon Valley.
- Options
  - Approve
  - Deny

# Public, Educational, and Government Access Channel (PEG)

- City has already established this fee to be charged.
- Funds from this fee can only be used for capital expenses for PEG related services.
- Leon Valley channel will be available on Spectrum as well as public over the air channel.

# Fiscal impact

- \$6,335.00 will come from PEG funds restricted reserves.
- This item will only be for the set-up expenses ongoing expense for the channel will be paid out the general fund- economic development department and will be budgeted in FY 25.
- Funds from this fee can only be used for capital expenses for PEG related services. PEG funds cannot be used to pay for operating cost.
- \$750.00 Per month for on-going HD services.

# Budget Adjustment- PEG Channel

Roque Salinas, MPA

Director of Economic Development

5/7/2024

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** MAY 7, 2024

**TO:** Mayor and Council

**FROM:** Roque Salinas, Director of Economic Development

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Presentation and Discussion to Consider Approval of an Ordinance Authorizing a Fiscal Year 2023-24 General Fund Budget Adjustment in the Amount of \$3,080.00 for the Purpose of Increasing the Economic Development Department Budget for PEG Channel Service till the End of the Fiscal Year 2024. (1st Read as Required by City Charter). -R. Salinas, Director of Economic Development

**SPONSOR(S):** N/A

**PURPOSE**

This M & C requests approval for a budget adjustment, which will increase the Economic Development Department operating budget by \$3,080.00 to fund monthly expenses for a PEG channel for the City of Leon Valley for the remainder of the fiscal year from general fund reserves.

**FISCAL IMPACT**

A budget adjustment to the amount of \$3,080.00 is requested. The funds would come from the general fund reserve.

**RECOMMENDATION**

Staff recommends approval.

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

APPROVED WITH THE FOLLOWING AMENDMENTS :

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ATTEST :

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

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AUTHORIZING A FISCAL YEAR 2023-24 GENERAL FUND BUDGET ADJUSTMENT IN THE AMOUNT OF \$3,080.00 FOR THE PURPOSE OF INCREASING THE ECONOMIC DEVELOPMENT DEPARTMENT BUDGET FOR PEG CHANNEL SERVICE TILL THE END OF THE FISCAL YEAR 2024; PROVIDING FOR REPEALER, SEVERABILITY AND SAVING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Leon Valley has already approved their FY 2023-2024 Budget on September 05, 2023; and

**WHEREAS**, it has been determined that funding should be added to the FY 2023-2024 Budget; and

**WHEREAS**, it is necessary to adjust the Economic Development Department Budget account 100-5720-530.02 "Contractual Services" by a total amount of \$3,080.00.

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

**SECTION 1.** The City's General Fund budget is hereby adjusted in the amount of \$3,080.00 to increase the Economic Development Department Budget.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Finance Director. The Finance Director may, subject to concurrence by the City Manager or the City Manager's designer, correct allocations as necessary to carry out the purpose of this Ordinance.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

**SECTION 4.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

**SECTION 5.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley  
this the \_\_\_ day of \_\_\_\_, 2024.

**APPROVED**

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

Attest:

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

Approved as to Form:

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

## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Everette Howell	
Telephone: 7264371116	
Email: everette.howell@charter.com	

Customer Information		
Customer Name CITY OF LEON VALLEY,*	Order # 14042453	
Address 6400 EL VERDE RD SAN ANTONIO TX 78238		
Telephone (210) 461-9321	Email: r.salinas@leonvalleytexas.gov	
Contact Name Roque Salinas	Telephone (210) 461-9321	Email: r.salinas@leonvalleytexas.gov
Billing Address 6400 EL VERDE RD SAN ANTONIO TX 78238		
Billing Contact Name	Telephone	Email:



NEW AND REVISED SERVICES AT 6400 El Verde Rd Unit PEG, Leon Valley TX 78238				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Fiber Internet 50Mbps	36 Months	1	\$725.00	\$725.00
PEG Video Service	36 Months	1	\$45.00	\$45.00
<b>TOTAL*</b>				<b>\$770.00</b>

ONE TIME CHARGE(S) AT 6400 El Verde Rd Unit PEG, Leon Valley TX 78238			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
FIA Installation	1	\$250.00	\$250.00
PEG Setup HD	1	\$6,000.00	\$6,000.00
PEG Video Encoder Install	1	\$85.00	\$85.00
<b>TOTAL*</b>			<b>\$6,335.00</b>



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

**CUSTOMER SIGNATURE**

Signature: \_\_\_\_\_

Printed Name: Roque Salinas \_\_\_\_\_

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

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

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# Spectrum Enterprise pre-service installation guide



Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

## Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

## Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

## Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

### Milestones

- 1 **Sign service order**  
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**  
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.  
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**  
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.  
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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[enterprise.spectrum.com](http://enterprise.spectrum.com)

**Certificate Of Completion**

Envelope Id: AC98BAF2AA51454C9F9C52052D540A10 Status: Sent  
 Subject: Everette Howell has requested your signature on a document(s)  
 Source Envelope:  
 Document Pages: 6 Signatures: 0 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Everette Howell  
 AutoNav: Enabled Everette.Howell@charter.com  
 Enveloped Stamping: Disabled IP Address: 209.112.106.2  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

**Record Tracking**

Status: Original Holder: Everette Howell Location: DocuSign  
 1/23/2024 1:32:19 PM Everette.Howell@charter.com

**Signer Events**

Signature	Timestamp
Roque Salinas r.salinas@leonvalleytexas.gov Security Level: Email, Account Authentication (None)	Sent: 1/23/2024 1:34:20 PM Viewed: 1/23/2024 1:50:55 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/23/2024 1:50:55 PM  
 ID: cae214c2-6521-4b9c-aab4-297b7c666e0a  
 Company Name: Spectrum Enterprise

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

Everette Howell  
 everette.howell@charter.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jacob Kuta  
 Jacob.Kuta@charter.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Crystal Miranda  
 c.miranda@leonvalleytexas.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/23/2024 1:34:20 PM
Certified Delivered	Security Checked	1/23/2024 1:50:55 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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*Requesting Paper Copies.*

Please provide your name, title, email, telephone, postal address and document title.

*Withdraw Consent.*

Please provide your name, title, email, date, telephone number and postal address.

*Update Contact Information.*

Please provide your name, title, email, telephone and postal address.

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- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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# Budget Adjustment- PEG Channel

Roque Salinas, MPA

Director of Economic Development

5/7/2024

# Summary

- Staff requests approval for a budget adjustment, which will increase the Economic Development Department by \$3,080.00 to fund PEG channel services for the rest of the fiscal year.
- Options
  - Approve
  - Deny

# Public, Educational, and Government Access Channel (PEG)

- City has already established this fee to be charged.
- Funds from this fee can only be used for capital expenses for PEG related services.
- Leon Valley channel will be available on Spectrum as well as public over the air channel.

# Fiscal impact

- \$3,080.00 will come from General Fund reserves.
- This item will only be for the set-up expenses ongoing expense for the channel will be paid out the general fund- economic development department and will be budgeted in FY 25.
- Funds from this fee can only be used for capital expenses for PEG related services. PEG funds cannot be used to pay for operating cost.
- \$770.00 Per month for on-going HD services.

# Budget Adjustment- PEG Channel

Roque Salinas, MPA

Director of Economic Development

5/7/2024

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** April 16, 2024  
**TO:** Mayor and Council  
**FROM:** Roque Salinas, Director of Economic Development  
**THROUGH:** Dr. Crystal Caldera, City Manager  
**SUBJECT:** Presentation and Discussion to Amend Article 3.04 of the Leon Valley Code of Ordinance- Sign Ordinance - R. Salinas, Director of Economic Development (1st read as Required by City Charter)

**PURPOSE**

The City Council adopted an Ordinance on December 21, 2021, which removed sign provisions from the sustainability overlay. This Ordinance would be an update to Article 3.04- Signs Under the Leon Valley Code of Ordinance. The changes include the removal of wind waver flags as a prohibited item, add a setback requirement for multitenant signs, and add regulations for the use of billboard signs at the intersection of Bandera Road and Interstate 410 as shown on the map.

**FISCAL IMPACT**

No Fiscal Impact

**RECOMMENDATION**

Council discretion.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST :

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



**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AMENDING ORDINANCE CHAPTER 3 BUILDING REGULATIONS ARTICLE 3.04 SIGNS, MAKING ADMINISTRATIVE CHANGES AND AMENDING 3.04.001 PURPOSE, 3.04.002 DEFINITIONS, 3.04.007 NONCONFORMING, 3.04.011 ON-PREMISE SIGNS, 3.04.012 OFF-PREMISES SIGNS, 3.04.013 TEMPORARY SIGNS, 3.04.014 PROHIBITED SIGNS, 3.04.015 SIGNS EXEMPT FROM PERMIT REQUIREMENTS, 3.04.016 DESIGN CONSTRUCTION AND MAINTENANCE, 3.04.017 MASTER SIGN PLANS**

---

**WHEREAS**, the Chapter of the City's Code of Ordinances establishes the City's building regulations pursuant to Chapter 214 of the Texas local government code; and

**WHEREAS**, Section 3.04, signs contains regulations pertaining to signage;

**WHEREAS**, the City Council now desires to amend Article 3.04 as provided in Exhibit A.

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

**SECTION 1.** The Amendments to Article 3.04 Signs are hereby authorized.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**SECTION 4.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

**SECTION 5.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 7<sup>th</sup> day of, May 2024.

**APPROVED**

---

**CHRIS RILEY**  
MAYOR

Attest:

---

**CRYSTAL CALDERA, PhD**  
CITY MANAGER

Approved as to Form:

---

**ARTURO D. 'ART' RODRIGUEZ**  
CITY ATTORNEY

Chapter 3 - BUILDING REGULATIONS  
ARTICLE 3.04 SIGNS

**ARTICLE 3.04 SIGNS<sup>1</sup>**

**Sec. 3.04.001 Purpose**

- (a) The purposes of this article are the following:
- (1) To promote the public health, safety and welfare through reasonable, effective, consistent, content-neutral and nondiscriminatory sign standards and requirements;
  - (2) To fulfill the city's vision statement, which says in part that: "The city will exhibit a distinctive, clear, physical and welcoming identity at all its boundaries and throughout the community, using aesthetically pleasing, harmonious signage";
  - (3) To improve pedestrian and traffic safety;
  - (4) To encourage the effective use of signs as a means of communication;
  - (5) To maintain and enhance the city's ability to attract sources of economic development and growth;
  - (6) To minimize the possible adverse effects of signs to nearby public and private property; and
  - (7) To enable the fair and consistent enforcement of community standards.

~~(b) This article is aimed at achieving the goals, objectives, and policies enumerated in the city master plan and is adopted pursuant to chapter 216 of the Texas Local Government Code.~~

~~(c) Sign requirements and conditions contained in article 15.02, appendix C will supersede the requirements of this article where applicable.~~

~~(Ordinance 06-034 adopted 9-5-06; Ordinance 10-002 adopted 1-5-10; 2008 Code, sec. 3.04.001)~~

**Sec. 3.04.002 Definitions**

For the purposes of this article, the following definitions shall apply:

*Abandoned sign.* A sign which no longer correctly directs or instructs any person or advertises a bona fide business, service, product, or person on the premises where the sign is displayed. If the business, service, product, or person advertised or identified by an on-site sign ceases to be conducted at that site without being replaced by a new business, service, product, or person, the nonconforming sign shall be classified an abandoned sign.

*Advertising flag.* Any commercial flag designed for or having the effect of attracting attention, promotion or advertising.

*A-frame sign.* Any two-sided, self-supporting portable sign.

*Airborne sign.* A sign on a balloon or inflatable sign.

*Anchor tenant.* The major store or stores in a shopping center. Anchor tenants are in excess of 100 business front feet and have a minimum area of 10,000 square feet.

*Animated sign.* Any sign which includes action or motion.

<sup>1</sup>State law reference(s)—Authority of municipality to regulate signs, V.T.C.A., Local Government Code, ch. 216.

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*Awning sign.* A sign composed of cloth or canvas supported by a rigid or metal framework attached to and extending from an exterior wall or any other portion of a building.

*Banner.* A temporary sign made of fabric, plastic, paper, or other light, pliable or nonrigid material, not enclosed in a rigid frame (not including a fabric sign as defined herein).

*Beacon.* Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

*Billboard.* See "Off-premises sign."

*Building code.* The International Building Code and the National Electrical Code, being whichever edition is adopted or as changed by city council periodically.

*Building face or wall.* A window and wall area of a building in one plane or elevation.

*Canopy/tent.* A roof-like covering that is temporary or portable in nature and which does not project over a window, building entrance, or walkway.

*Changeable copy sign.* A sign on which copy is changed manually, such as reader boards with changeable letters or changeable pictorial panels.

*Charitable project or benefit.* Proceeds must be for a qualified 501C entity pursuant to the Internal Revenue Code.

*Commercial message.* Any sign wording, logo or other representation that directly or indirectly names, advertises, or calls attention to a business, product, service, or other commercial activity.

*Conforming sign.* Signs built and maintained in accordance with the terms of this article.

*Construction sign.* A sign located on a site which announces and identifies a construction project which has been scheduled or is underway.

*Copy.* The wording or graphics on a sign surface.

*Directional sign.* Signs used to indicate the direction to entrances, exits, parking areas, restrooms, or other related facilities on the site on which the sign is located.

*Directory sign.* A sign which gives the names of the businesses or individuals located in the building or complex where it is located. A directory sign shall be of unified and common material, and shall allow for a uniform size sign for each business or unit of space in the development.

*Display surface.* The area made available by the sign structure for the purpose of displaying the advertising message.

*Double-faced sign.* Any sign having two faces which are no more than 12 inches apart at their closest point, and which describe an internal angle between face planes extended no more than 30 degrees.

*Electric sign.* Any sign containing electrical wiring, but not including illumination by an exterior light source.

*Electronic message board.* A sign on which the copy/advertising changes automatically on a lamp bank or through mechanical means, also known as light emitting diode (LED) or static electronic digital display.

*Erected.* Attached, altered, built, constructed, reconstructed, enlarged or moved, and shall include the painting of wall signs.

*Fabric sign.* A sign made of fabric or other nonrigid material, enclosed in a permanent frame and erected as a permanent, on-site sign for a business, service, product, or person.

*Facade.* The front or main part of a building facing a street.

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*Face of sign.* The entire area of a sign on which copy could be placed. The area of a sign which is visible from one direction.

*Flag.* A fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, corporation or other similar entity.

*Flashing sign.* Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation or an extremely [externally] mounted intermittent light source.

*Freestanding sign.* Any sign which is not attached to or on the walls, face or exterior of the building. Also see "Pole sign."

*Frontage.* Total footage measured along the public right-of-way where the subject property abuts said right-of-way.

*Government sign.* Governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty. This includes signs erected and maintained by the city. Signs required or specifically authorized for a public purpose by any law, statute or ordinance, which may be of any type, number, area, height above grade, location, illumination, or animation, required by the law, statute or ordinance under which the signs are erected.

*Grand opening.* The initial opening of a new business.

*Ground level.* The immediate surrounding grade.

*Height of sign.* The vertical distance measured from the surrounding grade to the highest point on the sign or sign structure.

*High-rise building.* A structure of more than six stories in height.

*Illegal sign.* Any sign not legally permitted prior to or after the adoption of this article.

*Illuminated sign.* Any sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.

*Indirect lighting.* A light source separated from the surface and illuminating the sign surface by means of spotlights or similar fixtures.

*Instructional sign.* A sign conveying non-advertising information relating to the use of the premises, including such signs as "No Parking," "No Trespassing," and "No Skateboarding."

*Internally illuminated sign.* A sign which uses artificial light from behind the sign face to increase its visibility.

*Logo.* A letter, character, or symbol used to represent a person, corporation or business enterprise.

*Lot.* A parcel, tract, plot or area of land accessible by means of a street or other permanently reserved principal means of access. It may be a single parcel separately described in a deed or plat, or it may include parts of or a combination of such parcels when adjacent to one another and used as a whole.

*Marquee.* Any permanent roof-like structure at the entry to a building, which projects beyond the building or extends along and projects beyond the wall of the building, and which generally contains a commercial message(s), and is designed to provide protection from the weather.

*Master sign plan.* The master sign plan is the device employed by the city council to ensure an appropriate balance between architecture, signage and neighborhood aesthetics. As projects grow in size, opportunities for effective signage other than as specified in the sign guidelines and ordinances increase. By reducing clutter, effective master sign plans allow businesses to more readily offer goods and services. Master sign plans address

the community's need for attractive unobtrusive architecture and commercial graphics. Master sign plans are recommended for certain businesses. Refer to "Leon Valley Sign Guidelines" for additional information.

*Menu board.* A sign placed so as to be viewed from a drive-through lane and containing a listing of products and prices offered by the business. A menu board may include a mechanism for ordering products while viewing the sign.

*Monument sign.* A ground-mounted sign with a low overall height.

*Multi-tenant sign.* A sign which consists of a composite of four or more individual signs identifying the businesses located in a commercial or office complex.

*Noncombustible.*

- (1) As applied to building construction material, means a material which, in the form in which it is used, is either one of the following:
  - (A) Material of which no part will ignite and burn when subjected to fire. Any material conforming to the 2021 International Building Code Uniform Building Code- (IBC) standards, as published by the International Code Council, including all its appendices and references, and all its subsequent supplements and changes in and to said 2021 edition and references, standards for noncombustible materials shall be considered noncombustible within the meaning of this section.
  - (B) Material having a structural base of noncombustible material as defined in subsection (A) above, with a surfacing material not over 1/8 inch thick which has a flame-spread rating of 50 or less.
- (2) Noncombustible does not apply to surface finish materials. Materials required to be noncombustible for reduced clearances to flues, heating appliances, or other sources of high temperature shall refer to material conforming to subsection (1)(A) above. No material shall be classed as noncombustible which is subject to increase in combustibility or flame-spread rating beyond the limits herein established through the effects of age, moisture, or other atmospheric condition.
- (3) Flame-spread rating as used herein refers to ratings obtained according to tests conducted as specified in the 2021 edition of the International Fire Code as published by the International Code Council, including all its appendices and references, and all its subsequent supplements and changes in and to said 2021 edition and references, IBC/IFC standards.

*Nonconforming.* A sign lawfully existing on the effective date of the adoption of this article which is not in conformance with the revised standards and regulations of this article and/or could not be built under the terms of this article.

*Official sign.* Any sign erected by or at the direction of any governmental body.

*Off-premises sign.* A sign displaying advertising copy that pertains to a business, person, or activity, event, place, service or product not principally located or primarily manufactured or sold on the premises where the sign is located.

*On-premises sign.* Signs that identify or advertise only goods, services, facilities, events or attractions available on the premises where the sign is located.

*Outparcel/pad site.* Lots platted or leased along the periphery of a shopping center project which are intended to be occupied by a single user. Typically, such lots are less than two acres in area; are subordinate in size to the parcel which contains a multi-tenant shopping center building; and share access, utilities, drainage, parking and open space with the parcel containing the anchor tenant.

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*Owner.* A person recorded as such on official records and including a duly authorized agent, notary, purchaser, lessee, devisee, or judiciary; anyone having a vested or contingent interest in the property or business in question.

*Painted wall sign.* A sign painted on any outside wall or roof of any building.

*Parapet.* The extension of the main walls of a building above the roof level.

*Pennant.* Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

*Permanent sign.* A sign structure which is intended to remain indefinitely.

*Person.* Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

*Pole sign.* Any sign supported by poles, uprights, or braces which are not concealed in an enclosed base but are permanently placed on or in the ground and wholly independent of any building for support, either single- or double-faced; a sign whose only structural support consists of exposed poles, posts, beams, or other devices mounted in the ground.

*Political sign.* Any sign which by its contents supports or opposes any candidate for public office or any proposition to be voted upon at an election or which makes a political or ideological statement in the nature of constitutionally protected noncommercial free speech.

*Portable sign.* Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels, signs converted to A- or T-frames, portable menu board signs, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way.

*Premises.* The lot or lots, plots, portions or parcels of land considered a unit for a single development or activity.

*Projecting sign.* A sign mounted to the face of the building perpendicular to the face of the building, and extending more than 12 inches from the wall surface.

*Pylon sign.* A freestanding sign with visible support structures or with a support structure with a pole cover or pylon cover.

*Real estate sign.* A temporary sign designating that the premises upon which it is erected are for sale, rent, or lease or that an open house is being held on the day on which the sign is displayed.

*Reflective surface.* Any material or device which has the effect of intensifying reflected light, including but not limited to scotch light, day glow, glass beads and luminous paint.

*Required sign.* Any sign required by law for the protection of the general health, safety and welfare of the public.

*Residential lawn/yard sign.* Any sign placed on the lawn or yard of a residential property.

*Residential sign.* Any sign located in a district zoned for residential use(s) that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located.

*Roadways.*

- (1) *Collector roadway.* A street which primarily provides circulation within neighborhoods, to carry traffic from minor streets to arterial streets, or to carry traffic through or adjacent to commercial or industrial areas.

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- (2) *Arterial roadway.* A street with access control, channelized intersections, and restricted parking, and that collects and distributes traffic to and from minor arterials.
  - (3) *Expressway frontage road.* A service road, usually parallel to a highway, designed to reduce the number of driveways that intersect the highway.
  - (4) *State highway.* Any highway owned by the state.

*Roof line.* The highest point of the coping on a flat roof, false mansard, or parapet wall; the decline of a true mansard roof; the ridgeline between the upper and lower slopes of a gambrel roof; or the mean height level between the eaves and the ridge of a gable or hip roof.

*Roof sign.* Any sign erected on or over the roof of a building.

*Shall/will/may.* "Shall/will" is mandatory. "May" is permissive.

*Sign.* Any device, fixture, display, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, attract attention to, or identify the purpose of a person or entity, or to communicate information and/or a message of any kind to the public.

*Sign area.*

- (1) The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle or a regular geometric shape of up to eight sides that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly incidental to the display itself.
- (2) In every event, computation of allowable sign area includes all existing signs on the premises, whether those signs are conforming or nonconforming.

*Sign structure.* The sign and all parts associated with its construction.

*Snipe/parasite sign.* A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, utility poles, stakes, or fences or to other objects, and whose message is not associated with the premises upon which such sign is located; any temporary sign which is attached to another sign.

*Storefront.* The side of a building that has display windows or a public entrance.

*Structure.* That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

*Subdivision identification/permanent multifamily sign.* A sign which designates the name of a project, subdivision, or other residential district, and which is located at or in close proximity to the main entrance.

*Suspended sign.* A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

*Temporary sign.* Any sign, banner, valance or commercial display constructed of cloth, canvas, light fabric, cardboard, wallboard, or other light materials, with or without frames, and not permanently mounted.

*Traffic-control sign.* A permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.

*Vertical dimension.* The height of the sign area/lettering.

*Wall sign.* Any sign attached to or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of said wall.



*Window sign.* Any sign painted, drawn, or otherwise affixed to either the inside or outside of an exterior window or glass door of a commercial or office building.

*Wind Waver Flags(s)- A vertical flag that displays logos or advertising messages placed on-premises secured in a regular location.*

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*Works of fine art.* This article shall not apply to a sculpture, fountain or similar work of fine art which in no way identifies or advertises a product or business.

~~(Ordinance 06-034 adopted 9-5-06; Ordinance 08-025, sec. 2, adopted 6-17-08; 2008 Code, sec. 3.04.002; Ordinance 14-026 adopted 11-10-14)~~

**Sec. 3.04.003 Penalty; civil actions; removal of signs in right-of-way**

- (a) *Penalty.* Violations of any provision of this article by action of omission or commission shall be punishable by a fine in an amount not less than \$100.00 nor more than \$2,000.00 for each violation. Each day of violation under this article shall be a separate violation.
- (b) *Civil actions.* In addition to the criminal penalties prescribed by this section, the city council may direct the city attorney to institute civil action or proceedings to prevent violations or threatened violations of these regulations or to obtain civil damages or penalties against violators of these regulations.
- (c) *Removal of signs in right-of-way.*
  - (1) In addition to the penalties prescribed in subsections (a) and (b) above, the code enforcement officer, or his designee, shall have the authority, and the duty, to remove or cause to be removed and impounded any sign, poster, handbill, banner, streamer or other outdoor advertising erected, placed, altered, maintained, or neglected in violation of this article, if the same is located on, in, or above any public street, right-of-way or sidewalk area, or other public property.
  - (2) The cost of any such removal or impoundment shall be chargeable to the person or persons, jointly or severally, who were responsible for or who caused the erection or placement of the offending sign or advertising, and their sureties.
  - (3) Any item impounded by authority of this section shall be held for period of 30 days and then disposed of in any manner designated by the code enforcement officer. During the 30 days, the owner of such item, upon proof of same, may reclaim such item at the place of storage by paying to the city the actual cost of removal and impounding. This charge shall in any event be not less than an amount as provided in appendix A of this Code as amended or revised by ordinance from time to time.

~~(Ordinance 06-034 adopted 9-5-06; Ordinance adopting 2008 Code; 2008 Code, sec. 3.04.003; Ordinance adopting 2017 Code)~~

**Sec. 3.04.004 Amendments**

This article may be reviewed and amended by the city council as deemed necessary.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.004)~~

**Sec. 3.04.005 Permit**

- (a) Except as otherwise provided in this Code, it is unlawful for any person to erect, construct, reconstruct, change sign copy and/or a sign face, enlarge, extend, expand, place or move any sign or sign structure or any portion thereof without first obtaining a sign permit for each sign.

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- (b) The owner or tenant of a business or commercial property upon which a sign is to be placed which is zoned O-1, B-1, B-2, B-3 or I-1, PDD or a residential district zoned R-3, R-3A, or R-5 must apply for a sign permit.
  - (c) All applications for sign permits will be submitted to the ~~community development~~Planning and Zoning department for approval on a form prescribed by the city. Questions about sign regulations should be addressed to the community development department. All signs which are electrically illuminated will require an electrical inspection, and all installers of such signs shall hold a state or City of San Antonio electrical license.
  - (d) Upon submittal, the application will be reviewed for conformance with the standards of this article within 30 days of a complete submittal. If the application is not approved, such application will be deemed to have been administratively denied.
  - (e) The ~~city manager~~ Planning and Zoning Director or designee shall determine whether the proposed sign is acceptable under the conditions established in this article and applicable building codes. Upon approval, the permit will be issued by the Planning and Zoning Director ~~community development department~~ upon payment of appropriate fees.
  - (f) All representations, whether oral or written, made by an applicant or his agent on behalf of the application for a sign permit under this article shall constitute a material factor in granting a sign(s) permit. It is unlawful for the applicant to vary from such representations unless the applicant files an amended application.
  - (g) The primary responsibility for securing the necessary permit(s) shall rest with the property owner. However, if the property owner should contract part or all of the proposed work, it shall become the responsibility of the person or firm hired to perform that work to ensure that all required permits and approvals have been secured prior to any work being initiated. For the purposes of this article, through the acceptance of the contract to perform the work, the third party so contracted shall become equally liable for all fees, fines, and penalties prescribed by this article arising from violations resulting from that work.
  - (h) Any permit may be revoked by the Planning and Zoning Director ~~city manager~~ or designee at any time prior to the completion of the sign for which the same was issued, when it shall appear to the official that there is departure from the plans, specifications or conditions as required under the terms of the permit, that the permit was procured by false representation, or that any provision of this article is being violated. Written notice of such revocation, [and] a stop-work order shall be served upon the owner and/or upon the owner's agent, contractor, or upon any person employed in the building or structure for which such permit was issued, which shall be posted in a prominent location, and thereafter no such construction shall proceed.
  - (i) All signs shall be erected within 90 days of issuance of the permit; otherwise the permit shall become null and void. The applicant may request up to ~~one~~three ~~30~~-day extensions with the payment of additional permit fees.
  - (j) The building inspector or designated city official shall inspect the sign for which a permit has been issued. If the construction is substantially complete, but not in full compliance with this article and applicable codes, the Planning and Zoning Director ~~city manager~~ or designated city official shall give the owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse and the sign shall become illegal.
  - (k) Signs erected and maintained by the city ~~or the city's contractor~~ shall not require a permit.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.005)~~

**Sec. 3.04.006 Abatement of illegal or unsafe signs**

- (a) A sign which has been determined to be unsafe by the city must be repaired, made safe or removed immediately or within ten working days after receipt of notice from the city, at the discretion of the designated city official. Failure to make such repairs or remove the sign is unlawful.
- (b) If the property owner or lessee fails to comply with such written notice to remove, the code enforcement officer is hereby authorized to cause removal of such sign, and any expense incidental to such removal shall be charged to the owner of the property upon which the sign is located and shall constitute a lien upon the property. For the purpose of this section, the word "remove" shall mean:
  - (1) The sign face, along with the posts, columns or supports of freestanding signs, shall be taken down and removed from the property.
  - (2) The sign face and supporting structures of the projecting, roof, or wall signs shall be taken down and removed from the property.
- (c) Any existing sign not specifically listed as being allowed herein or classified as nonconforming is expressly prohibited and shall be illegal. Illegal signs must be removed not later than ten days following notification by the city manager or designee.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.006)~~

**Sec. 3.04.007 Nonconforming signs**

- (a) *Notice of nonconformity.* Signs lawfully existing prior to enactment of this article which do not conform to the requirements of this Code will be determined to be nonconforming. ~~Upon determination that a sign is nonconforming, the code enforcement officer will notify in writing the user or owner of the property on which the sign is located of the following:~~
  - ~~(1) The sign's nonconformity; and~~
  - ~~(2) Whether the sign is eligible for characterization either as nonconforming or illegal. Notification procedures pertaining to code violations as adopted in section 6.03.005 of the city Code will apply.~~
- (b) *Appeals.* Owners of signs determined to be nonconforming shall have 30 days from receipt of notification of a sign's nonconformance to appeal the determination per ~~sign code section 3.04.008~~ of this article.
- (c) *Continuation of use.* Any existing nonconforming sign may continue to be maintained and used, subject to the following provisions:
  - (1) *Enlargement.* No nonconforming sign shall be enlarged, expanded, or extended to occupy a greater square footage or height than was occupied on the date this article was enacted.
  - (2) *Relocation.* Nonconforming signs shall not be moved in whole or in part to any other portion of the lot, parcel, or building not so occupied on the date of enactment of this article. Any nonconforming sign that is removed from its original location may not be reinstated at any other location within the city unless it conforms with all of the requirements of this article.
  - (3) *Discontinuance.*
    - (A) If the business, service, product, or person advertised or identified by a legally nonconforming, on-premises sign ceases to be conducted at that site, all signs shall be brought into conformity with this article or shall be removed prior to issuance of a certificate of occupancy for any new business, service, product or person.

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- (B) The "discontinuance" provisions shall not trigger the conformance of multi-tenant sign structures. Existing nonconforming multi-tenant signs shall be allowed to maintain their nonconforming status, provided that signage is maintained per this article and provided that sign panels pertaining to former tenants shall be removed and replaced with blank panels.
  - (4) *Abandonment.* If the business, service, product, or person advertised or identified by a legally nonconforming on-premises sign ceases to be conducted at that site, the nonconforming sign shall be classified as an abandoned sign. All abandoned signs must be removed within 30 days of being abandoned.
  - (5) *Destruction.* Should any nonconforming sign be damaged by any means to an extent of more than 60 percent of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this article.
  - (d) *Maintenance.* Nothing in this section shall relieve the owner or user of a legal nonconforming sign or owner of the property on which the nonconforming sign is located from the provisions of this Code regarding safety, maintenance, and repair of signs contained in this Code; provided, however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure in any way which makes it more nonconforming.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.007)~~

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

- (a) Persons wishing to erect signs not in conformance with this article or any person aggrieved by any decision of the city in the administration of this article may appeal such decision to the city council. The city council shall only hear and decide the following:
  - (1) An appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this article; or
  - (2) A request for variance(s) from the strict enforcement of the requirements of this article due to special conditions wherein a literal enforcement of this article would result in unnecessary hardship, and so that the spirit of this article is observed and substantial justice is done.
- (b) The application must be accompanied by a drawing or other artistic representation to accurate scale showing the exact sign proposed, its size and message (textural or pictorial), color, shape, whether lighted or unlighted, location on said property or business, materials of which it is to be made, how it is to be made and how it is to be fastened. Granting of the variance requires approval from the designated city official(s), who shall determine whether the proposed sign is acceptable under the conditions established in this article and applicable building codes. Upon approval from the designated city official(s), the variance request will be heard by the city council.
- (c) The city manager or designee is authorized to approve a variance to three specific types of regulations in this article: sign area, sign height, and distance between signs. This authorization shall be restricted to variance of one of type of regulation not to exceed ten percent of the specified dimension for one existing nonconforming sign per platted property. This staff variance provision does not apply to any of the properties required to file a master sign plan.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.008)~~

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### Sec. 3.04.009 Fees

Fees are as stated in the fee schedule in appendix A of this Code as amended or revised by ordinance from time to time.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.009; Ordinance adopting 2017 Code)~~

### Sec. 3.04.010 Allowable signage generally

Any sign not specifically listed as being allowed herein is expressly prohibited.

~~(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.010)~~

### Sec. 3.04.011 On-premises signs

(a) *General provisions.*

- (1) Single-tenant businesses shall be allowed up to a total of four signs per storefront from the types of signs listed in this section, provided that all applicable requirements have been met.
- (2) Tenants of properties with four or more tenants shall follow the multi-tenant guidelines in this section.
- (3) The following signs shall be allowed under the provisions of this article with an approved sign permit.

(b) *Building-mounted signs.*

(1) *Wall signs.*

- (A) *Design.* Wall signs shall not obscure windows, grillwork or pilasters of the building.
- (B) *Location.* Wall signs shall be mounted flush and fixed securely to a building wall, projecting no more than 18 inches from the face of the wall, and not extending sideways from the building face or above the roofline of a building.
- (C) *Total sign area.*
  - (i) The maximum total wall sign area for each building occupant may not exceed 25 percent of the total square footage of the exterior wall, not to exceed 200 square feet per occupancy.
  - (ii) Signs cannot be longer than 80 percent of the sign band length where the sign is to be located.

(2) *Marquee signs.*

~~(A) *Design.* See the city design guidelines.~~

~~(B) *Number and location.* Marquee signs shall be allowed in conjunction with wall signs.~~

~~(C) *Total sign area.*~~

- (i) Marquee signs shall be allowed up to 25 percent of total marquee area, not to exceed 200 square feet for each occupancy.
- (ii) Marquee signs shall not be longer than 80 percent of sign band length where the sign is to be located.

(3) *Awning signs.*

(A) *Number and location.*

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- (i) Awnings shall permanently attached to buildings.
  - (ii) Sign lettering and any graphics shall be comprised of no more than 80 percent of awning surface area.
  - (B) *Sign height.* Minimum height of awnings shall be eight feet as measured from ground level.
  - (4) *Roof signs.*
    - (A) *Number and location.*
      - (i) Roof signs shall be limited to one sign per street frontage up to three signs total.
      - (ii) A roof sign will be allowed in place of a wall sign.
    - (B) *Total sign area.* Roof signs shall not exceed 80 percent of roof sign area, not to exceed 100 square feet.
    - (C) *Sign height.* No roof sign will be permitted which extends beyond the highest point of a pitched roof, a mansard roof or a parapet line of a building.
  - (c) *Freestanding signs.*
    - (1) *Number and location.*
      - (A) No freestanding on-premises sign shall be constructed within 100 feet of any existing freestanding on-premises or multi-tenant sign on the same site, or within 40 feet of a freestanding or multi-tenant sign on a neighboring site.
      - (B) No freestanding sign, other than a multi-tenant sign, shall occupy the same frontage as a projecting sign.
      - (C) Electronic message centers will be allowed on freestanding signs, and will be included in the calculation of the area of freestanding signs.
      - (D) One freestanding sign shall be permitted on each street frontage, as follows:
        - (i) Less than 250 feet of frontage: One sign.
        - (ii) 250 feet or more of frontage: One sign per 250 feet of frontage when approved by a master sign plan.
    - (2) *Total sign area.*
      - (A) Each face of a freestanding sign may not exceed:
        - (i) 50 square feet if the sign pole is 32 feet tall;
        - (ii) 240 square feet if the pole is 50 feet high;
        - (iii) 375 square feet if the pole is 60 feet high.
      - (B) In the case of irregularly shaped signs, refer to the definition of "sign area" for method of calculation.
    - (3) *Sign height.* Sign height shall be restricted to:
      - (A) 32 feet on collector roadways;
      - (B) 50 feet on arterial roadways;
      - (C) 60 feet on a state highway;
      - (D) 60 feet on expressway frontage roads.

- 
- (4) *Landscape buffer.* Unless an alternate method of providing traffic and pedestrian safety is approved through the master sign plan, each freestanding sign shall be placed within a landscaped area extending a minimum four feet from the sign in each direction. Such measurements shall begin at the sign base or at the edge of any overhang within 20 feet of the ground, whichever requires the greater barrier. Xeriscaping is encouraged.
- (d) *Multi-tenant signs.*
- (1) *Use.* Multi-tenant signs shall be required as part of a master sign plan for properties with four or more tenants and must display the address of the multi-tenant property.
- (2) *Number and location.*
- (A) No freestanding multi-tenant sign shall be constructed within 100 feet of any existing multi-tenant or freestanding sign on the same site, or within 40 feet of a multi-tenant or freestanding sign on a neighboring site.
- (B) A tenant may have one building-mounted sign (such as a wall, awning, marquee, projecting or roof sign) and one identification sign on a directory sign for the shopping center, unless the tenant is leasing an end lease space, then the tenant shall be allowed two signs, one on each storefront, as defined by this article.
- (3) *Total sign area.*
- (A) Multi-tenant signs shall be limited to not more than:
- (i) 250 square feet if on a 32-foot-tall pole;
- (ii) 500 square feet if on a 50-foot-tall pole;
- (iii) 650 square feet if on a 60-foot-tall pole.
- (B) The area of each tenant's building-mounted wall sign shall not exceed 25 percent of total wall area of each storefront, not to exceed a maximum of 200 square feet.
- (4) *Sign height.* Multi-tenant sign height shall be restricted to:
- (A) 32 feet on collector roadways;
- (B) 50 feet on arterial roadways;
- (C) 60 feet on state highways; and
- (D) 60 feet on expressway frontage roads.
- (e) *Subdivision signs.* Permanent monument-style subdivision signs shall be permitted upon private property in any zone to identify planned developments and will be required to follow all applicable provisions of this article.
- (f) *Real estate signs.*
- (1) On-premises signs pertaining to the sale, rental, or lease of property zoned O-1, B-1, B-2, B-3, I-1, R-3, R-3A, or R-5, not exceeding 64 square feet in area and ten feet in height from ground level, and are permitted behind the property line.
- (2) Such signs shall be removed by the agent or owner within ten business days of sale, rental, or lease of the premises.
- (3) Each property shall be permitted not more than one sign per street frontage.
- (4) A sign permit is required in all cases as prescribed in section 3.04.005 of this article.

(g) Wind Waver Flags(s)- A vertical flag that displays logos or advertising messages placed on-premises secured in a regular location.

(1)Each business is restricted to a maximum of 1 flag per address or 2 flags for endcap location.

(2) Each flag must not exceed 12 feet in total height and 36 square feet in area.

(3) No Wind Waver Flag on-premises shall be erected within 50 feet of any existing wind waver flag.

(4) Wind Waver flags must be within 20 linear feet from the front door of a business.

~~(Ordinance 06-034 adopted 9-5-06; Ordinance 07-028, secs. 1, 2, adopted 6-19-07; 2008 Code, sec. 3.04.011; Ordinance adopting 2017 Code)~~

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### Sec. 3.04.012 Off-premises signs

(a) *New off-premises signs prohibited.* No permits for the construction of new off-premises signs will be issued after the effective date of this article.

(b) *Existing signs.* All existing off-premises signs will be permitted to remain, provided a sign is not subject to section 3.04.006. Permits for repair or reconstruction of existing off-premises signs will be issued, provided that the sign does not increase in size or height and that the sign conforms with all applicable provisions of this article.

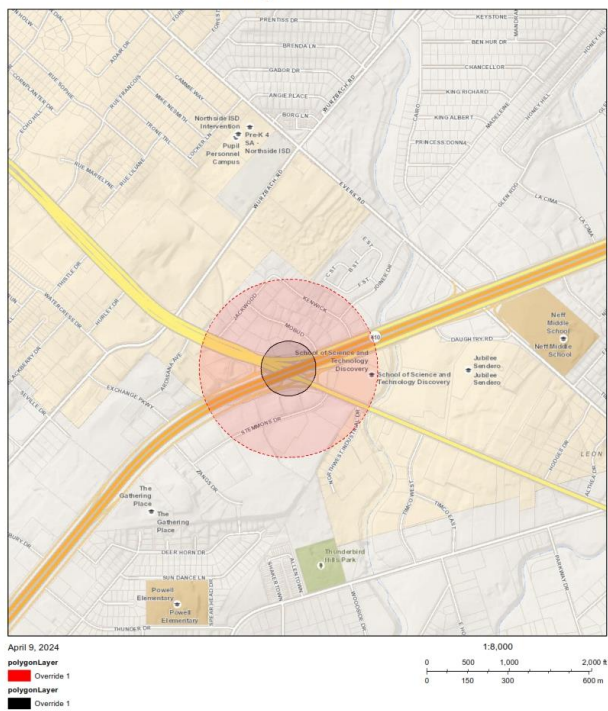
~~(c) *Annual renewal of permit.* Off-premises sign permits issued under this section will expire annually at the end of each calendar year and must be renewed no later than 30 days after the start of the new calendar year. Failure to renew an off-premises sign permit will cause the sign to be classified as abandoned. All abandoned signs must be removed within 30 days of being abandoned.~~

(c) An exemption for off-premises will be made for billboards along Interstate 410 and Bandera Road as shown in exhibit A, inside Leon Valley city limits and with TXDOT approval.

(i) All billboards must have a separation of 1,000 linear feet from one another.



Leon Valley Billboards- Exhibit A



(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3-04.012)

### Sec. 3.04.013 Temporary signs

- (a) Permits are required for temporary signs.
- (b) Each business may be allowed a total of one temporary sign per six-month period for a time period of up to 30 days. A permit is required and must be obtained each time a sign is displayed. A seasonal business may apply for a [permit variance](#) to display temporary signs for up to 120 days in lieu of 30 days per quarter. [Seasonal businesses are considered continuous Temporary uses.](#)
- (c) A deposit is required for each temporary sign permit issued. The deposit will be returned at the expiration of the permit time period provided that the temporary sign has been moved within 24 hours of permit expiration.
- (d) Special event temporary signs may be allowed within the flyover area and Loop 410 without a permit for a planned group of temporary signs to advertise special events on a business property. Special event

(Supp. No. 2)

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temporary signs shall be installed no earlier than Friday at 6:00 p.m. and shall be removed on Sunday by 8:00 p.m. If a federal holiday falls on either the Friday or Monday of that weekend, the signs may be installed and removed to include the holiday.

- (e) Maximum size for temporary sign banners is 50 square feet for banner signs placed on the property and 100 square feet for banner signs attached to the building.
- (f) The following temporary signs are allowed:
  - (1) *Banners.* Banners must be wall mounted or attached with temporary stakes in the ground on the property. Banners must be kept in good condition and stakes firmly anchored so as to prevent dilapidation.
  - (2) *Airborne signs.* Hot or cold air balloons may be either attached to the building or placed behind the property line. There are no size restrictions for hot or cold air balloons. Balloons shall be allowed only as a part of a special event temporary sign event and as specified. Balloons must be kept in good condition and firmly anchored so as to prevent dilapidation or from being astray.
  - (3) *Grand opening signs.* Grand opening signs shall be allowed under this section, except that such permit shall be valid for 30 consecutive days and shall not be renewable. One permit will be issued for each building occupant per certificate of occupancy.
  - (4) ~~Street banners.~~ Nonprofit organizations may erect street banners across collector and arterial roadways ~~without obtaining a temporary sign permit.~~ The dimensions of the banner will not exceed four feet by 36 feet (144 square feet).
  - (5) *Temporary weekend signs.*
    - (A) *Time period.* Temporary weekend signs are permitted from Friday at 6:00 p.m. to Sunday at 8:00 p.m. Temporary signs including banners, airborne/balloon signs, grand opening signs and street banners shall not be displayed simultaneously with temporary weekend signs.
      - (i) If a federally recognized holiday falls on a Friday, then the signs are permitted from the preceding Thursday to the following Monday.
      - (ii) If a federally recognized holiday falls on a Monday, then the signs are permitted from Friday until the following Tuesday.
    - (B) *Size.* Signs shall not exceed 24 inches by 32 inches in size. Irregular shaped signs shall fit in a 24 inches by 32 inches rectangle; the total height shall not exceed 36 inches in height from ground level. Signs may be two-dimensional only and shall be of a nonreflective surface.
    - (C) *Spacing between signs.* A minimum of five-foot spacing must be maintained between each temporary weekend sign of different advertisers. The signs of each advertiser must be spaced so that no two signs advertising the same good, service, product, business, political campaign, or particular piece of real property (for sale or lease) are closer than 100 feet from each other measured in a straight line.
    - (D) *Location.* Signs must be self-supporting and placed into the ground by a single stake.
      - (i) No temporary weekend sign shall be permitted on a utility pole, streetlight pole, sign pole, fence, tree or other man-made [or] natural feature, wooden frame or portable frame.
      - (ii) No sign may be placed closer than 25 feet from a street intersection or median opening. Any temporary weekend sign determined to be in a location that causes an immediate hazard to public safety ~~as determined by the Police Chief~~ will be immediately removed by the city.

- (iii) Signs shall be no closer than three feet from the edge of the sign to the street curb or, if no curb is present, to the edge of the pavement. Signs shall not encroach on either sidewalks or streets.
- (iv) No signs shall be placed in island medians or esplanades.
- (v) Except for political signs, no signs shall be placed further than three miles from the location of the sale of the good, product, service, business or piece of real property being advertised.

~~(E)~~ **Permit.**

~~(i)~~ An annual permit fee, as stated in the schedule of fees in appendix A of this Code as amended or revised by ordinance from time to time, must be paid by the advertiser. Where an advertiser wishes to advertise multiple locations, a permit must be obtained for each location, subdivision location, or service location to be advertised by temporary weekend signs.

~~(ii)(vi)~~ A temporary weekend sign shall not be placed on the right-of-way of a road or highway unless an annual temporary sign permit has been first obtained.

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

~~(Ordinance 11-031 adopted 12-6-11; 2008 Code, sec. 3-04.013; Ordinance adopting 2017 Code)~~

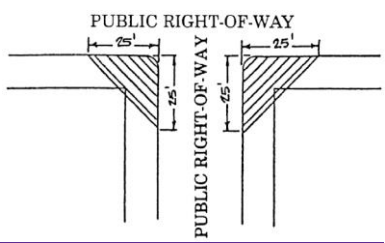
**Sec. 3.04.014 Prohibited signs**

The following signs shall be prohibited in the city:

~~(1)~~ ~~(1)~~ Any sign constructed or located in such a manner that it is or becomes an immediate hazard or danger to persons or property because of being in an unsafe condition, or which obstructs any window, door, or fire escape of any building.

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a. On any corner lot, no structure, including signs shall be maintained within the triangular area formed by the intersecting street lines and a straight line connecting such street lines, at points twenty-five (25) feet from the point of intersection measured along such street lines.



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b.

- (2) Illegal signs or any other sign constructed after the enactment of this article which is not in compliance with the terms of this article.
- (3) Illuminated, highly reflective signs or spotlights which hamper the vision of motorists or bicyclists.

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- (4) Any sign, banner or display placed on any public right-of-way, utility pole, traffic-control device, curb, sidewalk, post, pole, hydrant, bridge, tree, or other surface located on, over, or across any public street or right-of-way (other than a government sign or allowed sign as per section 3.04.010).
  - (5) Any banner placed on stakes on a property, unless otherwise permitted.
  - (6) Portable signs. Any sign not permanently attached to the ground or other permanent structure, including those signs which may be transported to the site on wheels, on skids or on a truck; signs constructed as or converted to a T-frame sign; or umbrellas used for advertising purposes. Such sign, whether or not bolted or cemented to the ground, shall nonetheless be deemed to be a portable sign.
  - (7) Signs which contain or are an imitation of an official traffic sign or signal, or which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed as a traffic-control device, or which may hide from view any traffic or street sign or signal.
  - (8) Snipe/parasite signs.
  - (9) Temporary signage, except as permitted in section 3.04.013.
  - (10) Vehicle signs. Signs placed on or affixed to vehicles and/or trailers that are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product, or direct people to a business or activity located on the same or nearby property, shall be prohibited. However, this is not intended in any way to prohibit signs placed on or affixed to vehicles and trailers where the sign is incidental to the primary use of the vehicle or trailer and where the vehicle is being operated in the normal course of business, is in operable condition, and carries a current and valid license plate and state inspection tag.
  - (11) Any sign placed on a property without the permission of the property owner.
  - (12) Light emitting diode (LED) and static electronic digital display signs, except as allowed on-premises for freestanding, multitenant, window and door signs (only one per storefront) and government signs as regulated and defined in this article.
- ~~(13) Wind-waver flags.~~
- ~~(13)~~ (14) Portable or vehicle driven digital or LED signs.

~~(Ordinance 11-031 adopted 12-6-11; 2008 Code, sec. 3.04.014)~~

### Sec. 3.04.015 Signs exempt from permit requirements

The following signs are exempt from permit requirements. In no case shall a sign be placed in a public right-of-way, as per section 3.04.003(c) of this article.

- (1) Required signs.
- (2) Construction signs. One construction sign per construction project, provided that such signs shall not exceed the sign area allowed for a temporary sign under section 3.04.013. Construction signs shall be erected no more than five days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed within ten days after completion or issuance of the certificate of occupancy.
- (3) Directional or instructional signs. Directional signs are designed to provide directions to pedestrian and vehicular traffic. Signs directing to entrances, exits and other non-business elements of a project shall be exempt from this article if they do not exceed four square feet in area.

- 
- (4) Flags. The flags, emblems or insignia of any nation, state, county, city, and religious organization.
  - (5) Garage sale signs. Signs pertaining to garage sales in R-1, R-2, R-4, or R-6 zoned property, not exceeding four square feet, as long as they shall be removed by the agent or owner within 24 hours after the sale. Garage sale signs shall not be placed in the right-of-way.
  - (6) Governmental signs are exempt, provided that the sign substantially complies with the provisions of this article.
  - (7) Residential signage. House numbers, nameplates and residential business signs not exceeding one square foot in area for each residential building. Refer to article 15.02 (zoning ordinance) of the city Code for more information about home occupations.
  - (8) Interior signs. Signs on the interior of buildings which are not visible from the exterior of the building.
  - (9) Memorial plaques or building identification signs when cut into any masonry surface or inlaid so as to be part of the building or when constructed of other noncombustible material, ~~provided that such signs shall not exceed two square feet.~~
  - (10) "No Trespassing" or "No Dumping" signs. "No Trespassing" or "No Dumping" signs not to exceed one and one-half square feet in area per sign and not to exceed four in number per lot, except that special permission may be obtained from the city for additional signs under proven special circumstances.
  - (11) Political signs. Political signs placed on private real property shall not:
    - (A) Have an effective area of greater than 36 feet;
    - (B) Be greater than eight feet high;
    - (C) Be illuminated; or
    - (D) Have any moving elements.
  - (12) Public notices. Official notices posted by public officers or employees in the performance of their duties.
  - (13) Public utility signs. Temporary or permanent signs erected by companies or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines and similar devices.
  - (14) Real estate signs. One real estate "for sale" (including lease or rental) sign (single- or double-faced) on any lot or parcel zoned R-1, R-2, R-4, or R-6, provided such sign is located entirely within the property to which the sign applies, is not illuminated, does not exceed four square feet in area, and is removed within ten days after the sale, rental, or lease has been consummated. One additional sign, as described above, is permitted where a parcel has in excess of 300 feet of frontage or fronts on two streets.
  - (15) Permanent menu boards. Menu boards shall not count in the total sign area for the type of sign erected, provided that the menu board is designed specifically for drive-through ordering and does not exceed the sign area requirements for that sign type.
  - (16) Warning signs. Signs warning the public of the existence of danger, but containing no advertising material, of a size as may be necessary, to be removed upon subsidence of danger.
  - (17) Works of fine art.
  - (18) Lawn/yard signs. Excluding political signs, there shall be no more than two signs per yard. The signs shall be kept in good condition and shall not be fallen, faded, and/or worn or torn. Signs advertising contractor services shall be removed within 14 working days after completion of the work.

(Ordinance 11-031 adopted 12-6-11; 2008 Code, sec. 3.04.016; Ordinance 14-026 adopted 11-10-14)

### Sec. 3.04.016 Design, construction and maintenance

All signs shall be designed, constructed and maintained in accordance with the following standards:

- (1) All signs shall comply with applicable provisions of the [2021 International Building Code](#) and the [2021 International Fire Code](#)~~National Electrical Code standards~~versions as currently adopted by the city.
- (2) Except for flags and temporary signs conforming in all respects with the requirements of this article, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.
- (3) All signs and sign supports shall be maintained in good condition. Broken or missing panels, missing letters, rust, flaking and peeling paint, significant fading, sign lighting not maintained in operating condition, and all other visual damage to a sign shall be repaired and all dead or damaged landscaping associated with the sign shall be replaced within 30 days of notification by the code enforcement officer.

(Ordinance 06-034 adopted 9-5-06; 2008 Code, sec. 3.04.017)

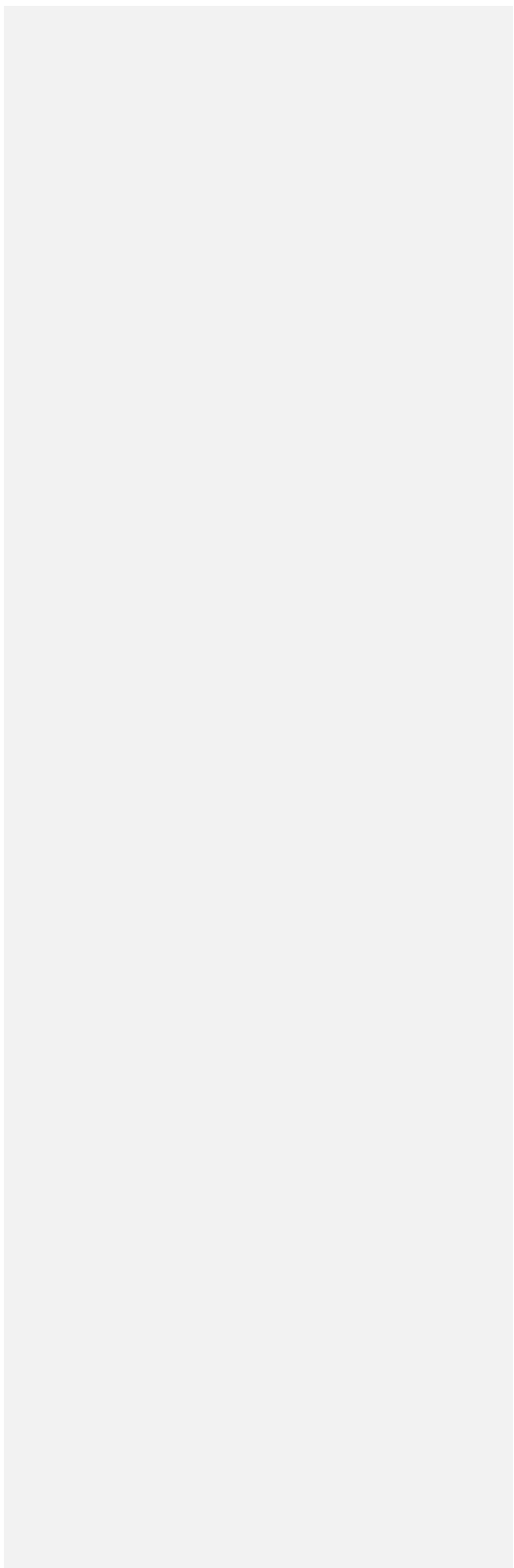
### Sec. 3.04.017 Master sign plans

- (a) *Purpose.* The master sign plan is the device employed by the city to respond to the special signage needs of proposed or existing nonresidential uses. The master sign plan is recommended for projects on large sites and/or with many separate businesses represented, where opportunities for effective signage other than as specified in this article increase. The master sign plan provides an opportunity to reduce sign clutter while allowing businesses to more effectively advertise goods and services. The goal of the master sign plan is to address the community's need for attractive, proportional graphics and ensure an appropriate balance between architecture, signage and neighborhood interests.
- (b) *Uses.* A master sign plan is recommended, but not required, at such time as the owner of one of the following uses applies for a new sign permit:
  - (1) A nonresidential development having a single tenant with 30,000 or more square feet.
  - (2) Nonresidential developments with four or more nonresidential occupants.
  - (3) Nonresidential development on sites of five acres or more.
  - (4) Nonresidential development on property which has more than 300 feet of continuous street frontage on a public street.
- (c) *Required information.* The following information is required for submission of a master sign plan:
  - (1) An accurate plot plan of the site to scale. The plan shall show the location of buildings, easements, driveways, utilities, lighting, parking spaces, required landscaping and an accurate indication on the plot plan of the proposed location of each present and proposed sign of any type, including temporary signage, whether requiring a permit or not.
  - (2) Computation of the sign area, height, type and number of signs.
  - (3) A narrative description of any other information necessary to show how the project meets the master sign plan criteria.

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- (d) *Review.* The ~~city manager~~ Planning and Zoning Director or designee will review the master sign plan application within 30 days of complete submittal. Master sign plans shall then be reviewed by the zoning commission at their earliest regularly scheduled meeting following the completion of staff review.
- (e) *Approval and adoption.* Master sign plans shall require approval by the city council and shall be adopted by ordinance.
- (f) *Criteria for evaluation.* The zoning commission and city council shall consider the following criteria when evaluating master sign plans:
- (1) Implementation will provide signage compatible with the surrounding development;
  - (2) Implementation will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;
  - (3) Implementation will provide signage consistent with the architecture and site plan characteristics of the proposed development;
  - (4) Implementation of the master sign plan will result in a substantial reduction in the number and area of freestanding signs and general sign clutter associated with the project as compared to strict compliance with this article;
  - (5) The proposed master sign plan does not pose a threat to the public safety;
  - (6) The master sign plan application is submitted in compliance with this section and not in order to circumvent the variance procedures set out in section 3.04.008; and
  - (7) Approval of the master sign plan does not cause the circumvention of either the spirit or intent of these sign regulations.
- (g) *Variations.* Applicants for master sign plans may request a variance to the requirements of this article as part of the master sign plan application ~~without paying an additional fee~~. In addition to the provisions contained in section 3.04.008, the city council may grant a variance based on the following findings:
- (1) That there are circumstances applicable to the property which, if strictly enforced, will deprive such property of privileges enjoyed by other property of the same zoning classification, and that this variance will not be a grant of special privilege to the applicant; and
  - (2) That it is also found:
    - (A) That, because of physical circumstances such as size, shape or topography, the visibility of signage is substantially impaired;
    - (B) That the conditions creating the need for a variance were not self-imposed;
    - (C) That there will be no adverse effect to surrounding property from the granting of this variance;
    - (D) That the amount of variance is the minimum needed to afford relief; and
    - (E) That the applicant complies with any special requirements imposed as a condition of granting the variance.
  - (3) Any business granted a variance under the master sign plan must demonstrate a plan to bring nonconforming signs into compliance, and the master sign plan must provide benchmarks for incremental progress.
- (h) *Amendment.* A master sign plan may be amended by filing a new master sign plan that conforms with all requirements of this article then in effect.

~~(Ordinance 06-034 adopted 9-5-06; Ordinance adopting 2008 Code; 2008 Code, sec. 3.04.018)~~

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# Sign Ordinance

Roque Salinas, MPA

Director of Economic Development

4/16/2024

# Summary

- Presentation and Discussion to Amend Article 3.04 of the Leon Valley Code of Ordinance- Sign Ordinance - R. Salinas, Director of Economic Development (1st read as Required by City Charter)
- Options
  - Approve
  - Deny

# Changes

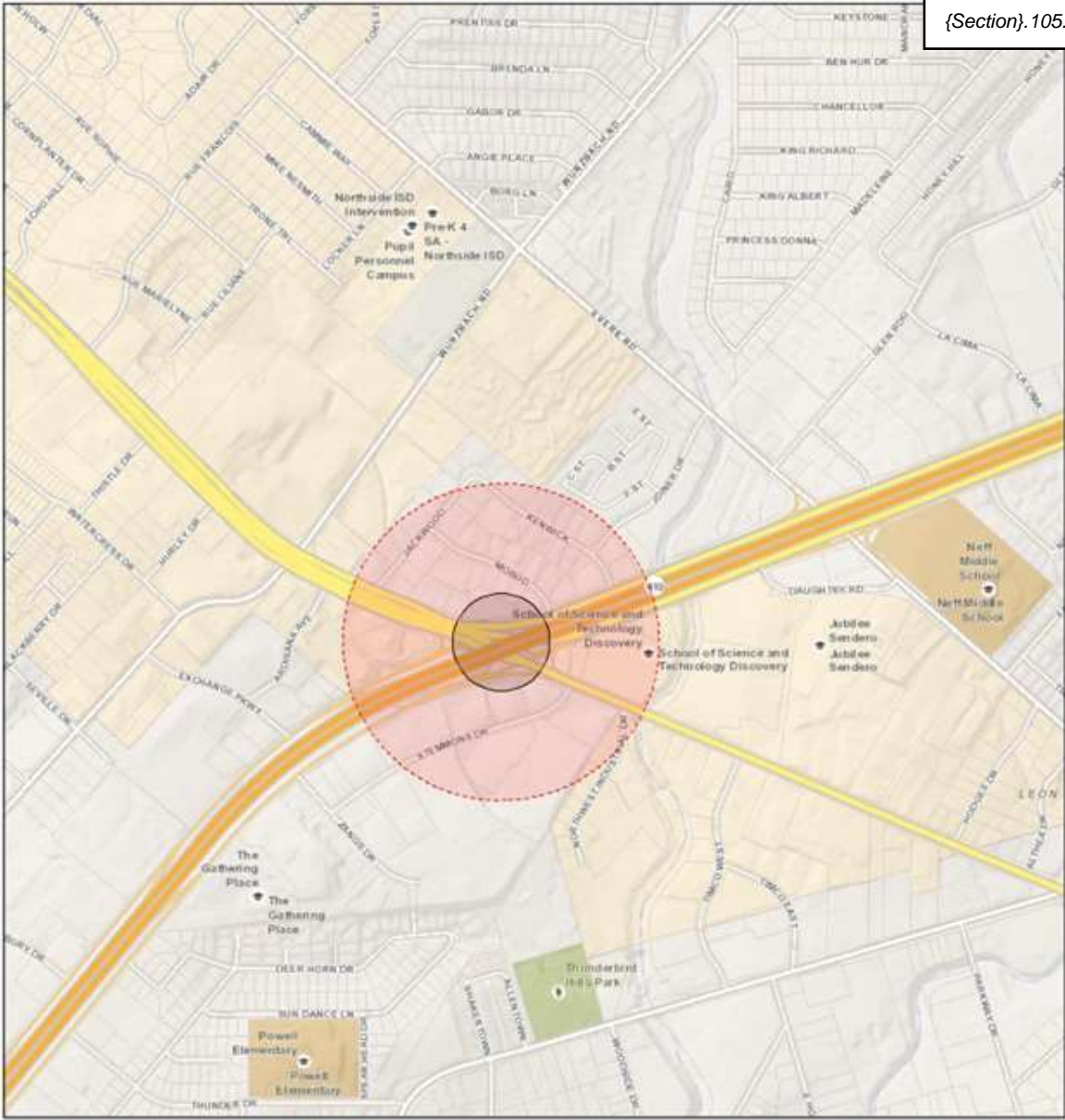
- Material changes
  - Allowance of Wind waver flags.
  - Billboard allowance at 410 and Bandera Road with distance regulations.
  - Set back restrictions for public safety.
- Minor changes
  - Updated language

# Things to Consider

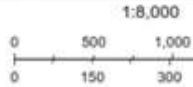
- Current sign ordinance is in line with all other cities in the area, including but not limited to right-away restrictions, sign height, etc.
- The wind waver flag would still not be allowed in the right of way
- Setbacks would not remove any current signage, just new development.
- Billboard allowance is only on 410 and Bandera with regulations.
- Reminder Council removed all other regulations on signs from the sustainability overlay on December 21, 2021.

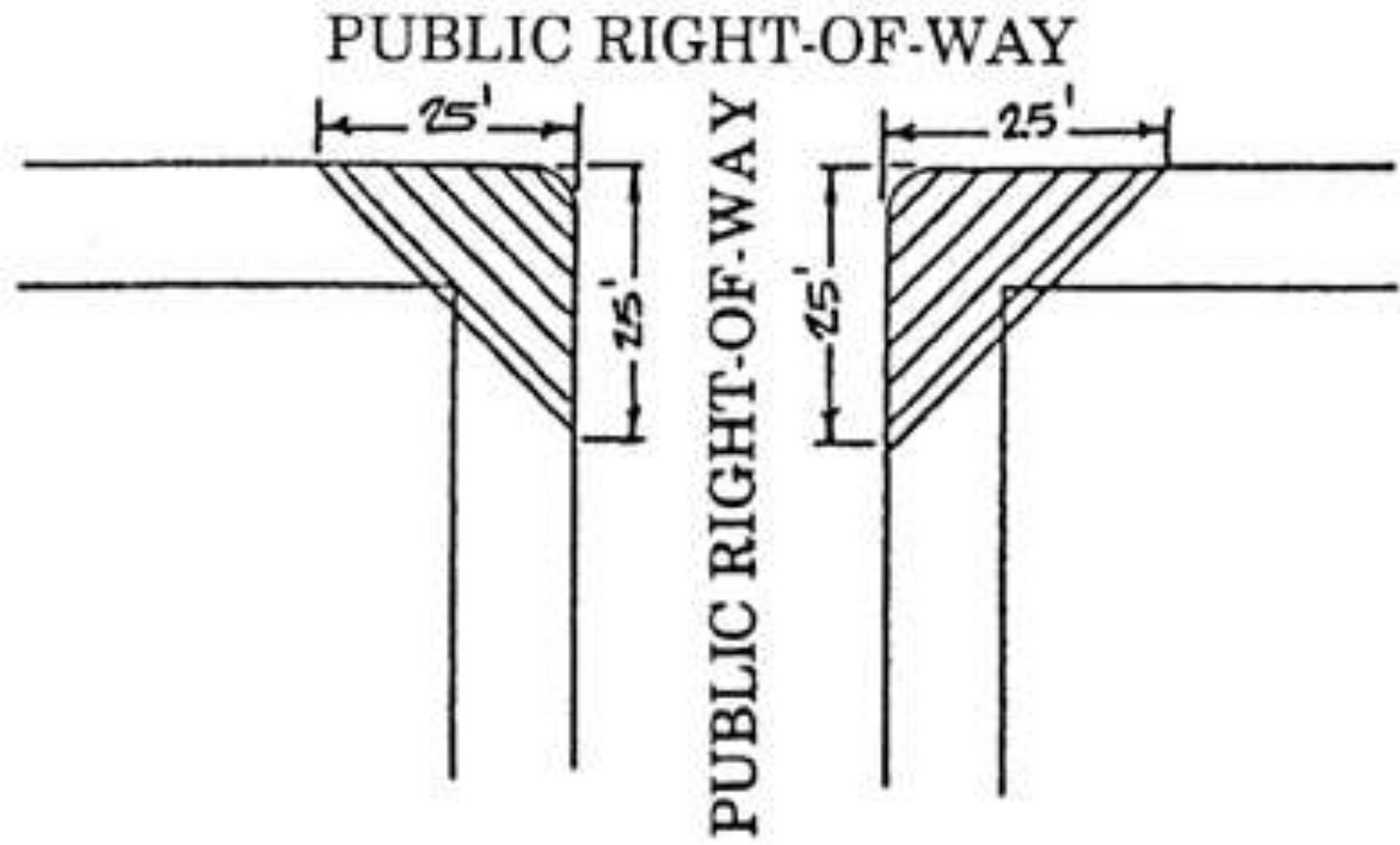
Leon Valley Billboards- Exhibit A

{Section}.105.



April 9, 2024  
 polygonLayer  
 Override 1  
 polygonLayer  
 Override 1





Item	Max Sign Height (freeway)	Max Sift (freeway)	Allow Wind Waver flags	Temp signs	Political	sign triangle, street corner	Right or way	Sign flippe	{Section}.105.
Leon Valley (Current)	60	650	No	2 per year 30 days each. Seasonal business 120 days	No permit (A)Have an effective area of greater than 36 feet;(B)Be greater than eight feet high;(C)Be illuminated; or(D)Have any moving elements.	None	No		No
Leon Valley (Proposed)	60	650	Yes only on property within 20 feet from door and 1 per business	2 per year 30 days each. Seasonal business 120 days	No permit (A)Have an effective area of greater than 36 feet;(B)Be greater than eight feet high;(C)Be illuminated; or(D)Have any moving elements.	None	No		No
Live Oak	60	400/800 2 sided	Yes	14 Days after purpose of sign	No permit required No right away removed 10 days after election no larger then 36 feet	20	No	Not prohibited	No
Cibolo	40	200	Yes	14 days 3 times per year.	Temporary only. 36 sq feet permit. Sign shall not be more than 8 feet high	25	No	Not prohibited	No
San Antonio	60	650	Yes	it varies from weekend up to 5 years	Have an area of thirty-two (32) square feet or less <input type="checkbox"/> Be at least two (2) feet inside of private property lines <input type="checkbox"/> Not be installed on City of San Antonio owned property <input type="checkbox"/> Must be staked to the ground or securely affixed to a structure or fence <input type="checkbox"/> May be installed on private property but must have property owner's approval prior to sign installation	25	No	Not prohibited	Yes
Universal City	35	200	Yes	No permit needed if no logo or company name is not listed. 30 days for everything's else. Unlimited permits issues.	(1)They shall not have an effective area greater than thirty-six (36) square feet;(2)They shall not be more than eight (8) feet high;(3)They shall not be illuminated; and(4)They shall not have any moving elements.	30	No	Not prohibited	Yes

# Fiscal impact

- No fiscal impact



**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** May 7, 2024

**TO:** Mayor and Council

**FROM:** Crystal Caldera, City Manager Initiator’s Name, Title

**SUBJECT:** Presentation, Discussion, and Possible Action on a Resolution Authorizing the City Manager to Enter into a Development Agreement with Burkett Media Management, LLC, to Allow a Double-Sided Digital Billboard Adjacent to Loop 410 At 5902 Bandera In Exchange For A \$100,000 Beautification Impact Cost.

**PURPOSE & BACKGROUND**

The purpose of this item is to authorize the City Manager to enter into an agreement with Burkett Media to erect a digital Billboard at 5902 Bandera. Burkett Media would also agree to pay the City \$100,000 as a Beautification impact cost.

On March 19, 2024, the City Council unanimously approved two (2) variances to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.012 Off Premises Sigs, (a) New Off-Premises Signs and (12) Emitting Diode Signs Light to allow construction of the off-premise Digital Billboard by Company (collectively the “Variance”). Burkett Media still needs the city to approve the new sign code to allow for these types of signs at Bandera and 410.

**FISCAL IMPACT**

Increase the general fund \$100,000

**RECOMMENDATION**

Council Discretion

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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

**RESOLUTION No.**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BURKETT MEDIA MANAGEMENT, LLC, TO ALLOW A DOUBLE-SIDED DIGITAL BILLBOARD ADJACENT TO LOOP 410 AT 5902 BANDERA IN EXCHANGE FOR A \$100,000 BEAUTIFICATION IMPACT COST.**

---

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City; and

**WHEREAS**, Company has applied to the City for permission to post a double-sided digital billboard adjacent to Loop 410 in Leon Valley at 5902 Bandera Road in the City (the "Property"), such billboard being no taller than 60 feet in height above the adjacent max grade of Loop 410 at the Site, or the maximum height allowed by the Texas Department of Transportation ("TXDOT"), with advertising displays measuring 672 square feet in area ("Digital Billboard" or "Company's Digital Billboard"); and

**WHEREAS**, on March 19, 2024, the City Council of the City unanimously approved two (2) variances to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.012 Off Premises Sigs, (a) New Off-Premises Signs and (12) Emitting Diode Signs Light to allow construction of the off-premise Digital Billboard by Company (collectively the "Variance"); and

**WHEREAS**, on March 25, 2024, the City, by its Planning and Zoning Director, issued a letter formally approving the Variance; and

**WHEREAS**, the Digital Billboard would be 14 ft high by 48ft wide; and

**WHEREAS**, Company has obtained a permit from TXDOT to construct an off-premise advertising sign on the Property; and

**WHEREAS**, the Company shall Construct on the Property, a Digital Billboard, which will include a monopole back-to-back structure directly embedded into a drilled foundation and comply with the Variance and City Development and Building Code Standards;

**WHEREAS**, the Company is willing to Construct and pay for the Digital Billboard, including the beautification costs necessary to offset the impact of the Digital Billboard, in exchange for the City's approval of the Digital Billboard subject to the terms and conditions of this Agreement; and

**WHEREAS**, the City of Leon Valley wishes to encourage and assist economic

development in the City and the greater Leon Valley area by using the Company's Digital Billboard as an introduction to the City to advertise city-sponsored events in communities outside of the City; and

**WHEREAS**, the City wishes to encourage and assist economic development in the City and the greater Leon Valley area by using the Company's Digital Billboard to advertise proposed developments and other opportunities for commercial investment in the City;

**WHEREAS**, the City has the authority to enter into this Agreement and this Agreement sets up a structured arrangement wherein the City will have use of the Company's Digital Billboard;

**WHEREAS**, the Company will pay a one-time beautification and impact fee of one hundred thousand dollars (\$100,000) upon issuance of the City permit and all state permits required by TXDOT to build and operate the Digital Billboard. Such payment shall be made payable to "City of Leon Valley, Texas" and shall be paid at the time of issuance of any and all City and state TXDOT permits needed for the Digital Billboard;

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

**SECTION 1.** This grant agreement for the distribution of general funds for street outreach is made and entered by and between the **CITY OF LEON VALLEY** and **Burkett Media** agree to the terms illustrated in the agreement attached herein.

**SECTION 2.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, clause, sentence, or section of this Resolution shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Resolution.

**SECTION 3.** The repeal of any Resolution or part of Resolutions effectuated by the enactment of this Resolution shall not be construed as abandoning any action now pending under or by virtue of such Resolution or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Resolution.

**SECTION 4.** This Resolution shall become effective immediately upon its passage and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 7th day of May 2024.

**APPROVED**

---

**CHRIS RILEY**  
MAYOR

Attest:

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**CRYSTAL CALDERA, PhD**  
CITY MANAGER

Approved as to Form:

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**ARTURO D. "ART" RODRIGUEZ**  
CITY ATTORNEY

# CITY OF LEON VALLEY DEVELOPMENT AGREEMENT

{Section}.106.

## For Off-Premises Digital Billboard

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the date the last party executes this Agreement (the “Effective Date”) by and between City of Leon Valley, Texas (“City”) and Burkett Media (“Company”). Collectively, the City and the Company may be referred to as “Parties” and individually as a “Party,” acting by and through their respective authorized officers.

### RECITALS:

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), the City may establish and provide for the administration of an economic development program to advance economic growth, while also stimulating business and commercial activity within the City; and

**WHEREAS**, Company has applied to the City for permission to post a double-sided digital billboard adjacent to Loop 410 in Leon Valley at 5902 Bandera Road in the City (the “Property”), such billboard being no taller than 60 feet in height above the adjacent max grade of Loop 410 at the Site, or the maximum height allowed by the Texas Department of Transportation (“TXDOT”), with advertising displays measuring 672 square feet in area (“Digital Billboard” or “Company’s Digital Billboard”); and

**WHEREAS**, on March 19, 2024, the City Council of the City unanimously approved two (2) variances to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.012 Off Premises Sigs, (a) New Off-Premises Signs and (12) Emitting Diode Signs Light to allow construction of the off-premise Digital Billboard by Company (collectively the “Variance”); and

**WHEREAS**, on March 25, 2024, the City, by its Planning and Zoning Director, issued a letter formally approving the Variance; and

**WHEREAS**, the Digital Billboard would be 14 ft high by 48ft wide; and

**WHEREAS**, Company has obtained a permit from TXDOT to construct an off-premise advertising sign on the Property; and

**WHEREAS**, the Company shall Construct on the Property, a Digital Billboard, which will include a monopole back-to-back structure directly embedded into a drilled foundation and comply with the Variance and City Development and Building Code Standards;

**WHEREAS** the Company is willing to Construct and pay for the Digital Billboard, including the beautification costs necessary to offset the impact of the Digital Billboard, in exchange for the City's approval of the Digital Billboard subject to the terms and conditions of this Agreement; and

**WHEREAS**, the City of Leon Valley wishes to encourage and assist economic development in the City and the greater Leon Valley area by using the Company's Digital Billboard as an introduction to the City to advertise city-sponsored events in communities outside of the City; and

**WHEREAS** the City wishes to encourage and assist economic development in the City of Leon Valley greater Leon Valley area by using the Company's Digital Billboard to advertise proposed developments and other opportunities for commercial investment in the City;

**WHEREAS**, the City has the authority to enter into this Agreement and this Agreement sets up a structured arrangement wherein the City will have use of the Company's Digital Billboard;

**NOW, THEREFORE**, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

**RECITALS INCORPORATED**

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

**ARTICLE I – DEFINITIONS**

"City" means the City of Leon Valley, a municipal corporation of the State of Texas.

"Comply" and "Compliance" means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this Agreement. "Comply" and "Compliance" mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.

"Construct" and "Construction" mean construction in a good and workmanlike manner and in Compliance with applicable State and local laws, codes and regulations (including but not limited to all applicable Development Standards of the City); or valid waivers thereof or variances thereunder and the construction plans approved by the City and the State of Texas.

"City Development Standards" means the development standards set forth in Chapter 3, Article 3.02, Division 2 and Article 3.04 of the City’s Code of Ordinances.

"Digital Billboard" means a monopole sign with back-to-back 14' high x 48' wide changeable electronic variable message sign faces (“Displays”); which permit alteration of the Displays' messages or images by electronic means, including by light-emitting diodes (LEDs) or other means of digital display to present a message or images that comply with this Agreement, as generally shown in the attached exhibits and the plans approved by the City and State of Texas.

“Property” means the premises located at 5902 Bandera Road, Leon Valley, Texas, more fully depicted in Exhibit C.

**ARTICLE II -- PERFORMANCE CRITERIA AND DEFAULT**

**Section 2.01 Construction Criteria.** The Company agrees and covenants that it shall:

a) Construct or cause to be constructed and completed within Company's control the Digital

Billboard in Compliance with the Variance, City Development Standards, laws of the state of Texas, and specifications of this Agreement. Provided, however, Company’s construction and completion of the Digital Billboard in accordance with the specifications of the Variance, laws of the state of Texas, and this Agreement shall not constitute a violation of the City Development Standards.

b) The Digital Billboard shall Comply with the following design and location parameters:

1. The Digital Billboard shall be designed and built pursuant to the specifications provided in the attached Exhibit A. Any further deviation from the specification in Exhibit A must be approved in writing by the City.

2. The Digital Billboard shall be designed and built pursuant to the rendering and the sign design that is attached as Exhibit B. Any further deviation from the specifications in Exhibit B must be approved in writing by the City.

3. The Digital Billboard shall be designed and built pursuant to the location and site rendering that is shown in Exhibit C. Any deviation from the specification in Exhibit C must be approved in writing by the City.

c) The Digital Billboard shall contain a default mechanism that freezes the sign in one position if a malfunction occurs and automatically adjust the intensity of its display according to natural ambient light conditions in compliance with Texas Administrative Code, Title 43, Chapter 21, §21.206.

**Section 2.02 Performance Criteria.** The Company agrees and covenants that it shall:

a) Maintain the Digital Billboard in good repair and working condition, free of graffiti, rubbish and debris. Conduct any repairs within 90 days should the Digital Billboard become damaged, unsightly, or otherwise out of Compliance with City ordinances or the criteria of this Agreement.

b) The Digital Billboard shall never be used for political signs, unlawful content, or ad copy that is sexual, profane, lewd, attacking in nature, including text, image, or otherwise.

c) Advertise City content on the Digital Billboard according to the terms set forth herein, without charging the City for any costs associated with doing so:

1. Company will promptly make available, in perpetuity, the LED Displays installed on the Digital Billboard to City law enforcement and fire department for emergency messaging, to include Amber Alerts and other missing persons announcements, disaster evacuation information, and other urgent public safety topics. Such messages will be added to the advertising rotation promptly and will remain in the advertising rotation for 48 hours unless more or less time is requested in relation to the nature of the emergency and the message.

2. Company will donate one (1) of eight (8) advertisement slots on one (1) of the LED Displays installed on the Digital Billboard to the City for public messages (“City Advertising Space”). The City



Advertising Space may be used for any City message, such as promoting City sponsored events, meetings, promoting business and tourism, or posting hiring notices for police, fire, and City offices. Company will also provide content management for such advertisements free of charge. The City shall provide Company with scaled artwork designs at least two (2) business days in advance of the day on which the City requests to change its message on the Digital Billboard. An example of the digital advertising design for the City Advertising Space is attached hereto as Exhibit D; and

3. The City will not assign or sell the City Advertising Space. The City will not use the City Advertising Space to promote businesses in or out of the City except for such businesses associated with City sponsored events. The City may promote events and public service messages for other cities if doing so is deemed by the City to bring a direct benefit to the City;

4. At the City’s election, which election shall be made in writing delivered to Company prior to Company undertaking its construction of the Digital Billboard, Company will place the City’s logo on two (2) opposite sides of the Digital Billboard pole as depicted on Exhibit B.

5. Company shall use best efforts to tie the Digital Billboard into the Texas state system for posting emergency messages by the Division of Emergency Management, Department of Transportation, Department of Public Safety, and others as they enter the system; and

d) Company shall provide preferred, discounted rates off standard advertising rates to all local businesses with their primary offices located inside of the City’s city limits. Such discount shall be at least fifteen percent (15%) off the standard rate (known as “rate card” in the industry) once the advertiser makes clear they are located within the city limits; and

e) Company will pay a one-time beautification and impact fee of one hundred thousand dollars (\$100,000) upon issuance of the City permit and all state permits required by TXDOT to build and operate the Digital Billboard. Such payment shall be made payable to “City of Leon Valley, Texas” and shall be paid at the time of issuance of any and all City and state TXDOT permits needed for the Digital Billboard; and

f) Company will pay its legal counsel to provide any requested assistance in updating the City’s sign ordinance, if requested.

**ARTICLE III -- BREACH AND REMEDIES**

**Section 3.01 Remedies.** The Parties expressly recognize and acknowledge:

a) that a breach of this Agreement by either Party may cause damage to the non-breaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a hereof by either Party, the other

Party shall be entitled, but not limited to, the equitable remedy of specific performance or a mandamus to compel any necessary action by the breaching Party.

b) that the specifications, conditions, and performance requirements herein will attach to the permit provided by the City. Therefore, in addition to any judicial enforcement through breach of contract, Company is also subject to enforcement through any and all remedies available through code and permit violations including, but not limited to, citations and permit revocation.

c) Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

**Section 3.02 Default.** A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to perform, observe, or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

**Section 3.03 Notice of Default or Breach.** The complaining Party must give the non-complaining Party written notice of default or breach, including specification of the alleged default(s) or breach(es), and a cure period of at least thirty (30) days. Notice must be sent by certified mail, return receipt requested, but may also be sent by other methods; notice, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. The Parties’ addresses for notice are:

**City of Leon Valley:**

Attn: City Manager  
6400 El Verde Road  
Leon Valley, TX 78238

**Burkett Media:**

Attn: Beau Burkett  
PO Box 163266  
Austin, TX 78716-3266

**Section 3.04 Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation, collectively known as alternate dispute

resolution ("ADR"), shall be assessed equally between the City and Company with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

**ARTICLE IV -- COVENANTS AND DUTIES**

**Section 4.01 Company's Covenants and Duties.** Company makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article II of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

b) The execution of this Agreement has been duly authorized by the Company, and the individual signing this Agreement on behalf of the Company is empowered to execute such Agreement and bind the Company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of the by-laws, or any other agreement or instrument to which Company is a party or by which Company may be bound.

c) The Company is not a party to any bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary bankruptcy proceedings.

d) The Company agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the Project on the Property which lie within the City limits including payment of any required permit or annual fees.

e) The Company's obligations provided under this Agreement shall not be enforceable until Company receives all State-issued permits necessary and required for the legal construction and operation of the Sign.

f) The Company shall obtain City approval of plans and specifications for the Project improvements prior to starting any Construction.

g) The Company shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

**Section 4.02 Representation and Warranties by the City of Leon Valley.**

a) The City agrees to authorize the Construction of a Digital Billboard on the Property according to the specifications and requirements provided herein. The City represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to

enter this Agreement.

b) The City agrees to adhere to the Company's standard operating procedures for placing outdoor advertising and the Company's advertising content specifications.

**ARTICLE V -- TERMINATION**

**Section 5.01 Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; (b) Notice of termination by Company or its successor; or (c) An uncured Default by the Company if the City elects to terminate the Agreement for an Uncured Default.

**Section 5.02 Expiration and Notice of Termination.** The initial term of this Agreement shall expire upon the fortieth (40<sup>th</sup>) anniversary of this Agreement at the option of Company or its successor. This Agreement will automatically renew for like terms unless Company or its successor gives written notice of non-renewal.

**ARTICLE VI – MISCELLANEOUS PROVISIONS**

**Section 6.01 Limitations on Liability.** No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code; provided that the parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the City.

**Section 6.02 Force Majeure.** In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City): insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays; restraint of people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.

If, because of force majeure, any party hereto shall be rendered wholly or partially unable to perform its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provided, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

It is understood and agreed that the settlement of strikes and lockouts shall lie or be borne entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 6.03 Independent Contractors.** It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company or its subcontractors or tenants at no time will be acting as agents of the City. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Company under this Agreement, unless any such claims are due to the fault of the City.

**Section 6.04 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any Party.

**Section 6.05 Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 6.06 Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

**Section 6.07 Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City.

**Section 6.08 Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Company may not be assigned to any party, without written permission from one (1) of either the City Manager or Mayor, or their designated authorized representative.

**Section 6.09 Applicable Law and Venue.** This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any

action arising from the Agreement shall be Bexar County, Texas.

**Section 6.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**Section 6.11 No Additional Waiver Implied.** The failure of either Party to insist upon the performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

**Section 6.12 Parties In Interest.** This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

**Section 6.13 Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

**Section 6.14 Indemnification.** COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS PURSUANT TO THIS AGREEMENT OR USE OF THE DIGITAL BILLBOARD.

THE INDEMNIFICATION HEREIN INCLUDES BUT IS NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE COMPANY OR THE COMPANY'S TENANTS' OR ASSIGN'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY OR COMPANY'S TENANTS OR ASSIGNS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S TENANTS OR ASSIGNS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.

INDEMNIFICATION HEREIN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS OR FEDERAL LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS

INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT BE AN INDEMNITY EXTENDED BY THE COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address to which notices are to be sent by giving the other parties written notice In the manner provided herein.

**///Signatures on Next Page///**

**COMPANY**  
**Burkett Media**

**CITY:**  
**City of Leon Valley, Texas**

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

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

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

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

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

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

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

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



**Exhibit A – Specifications**





**Exhibit B – Rendering and Design**

# BURKETT MEDIA



**LEON VALLEY**  
*DEEP ROOTS. BIG IDEAS.*

BURKETT MEDIA



**Loop 410 @ Bandera Rd**  
5902 Bandera Rd • Leon Valley, TX 78238

- \$100,000 Payment to the City of Leon Valley
- 14x48 Back to Back LED Digital Billboard
- Free Advertising to the City of Leon Valley
- Discounted Ad Rates to City Based Businesses
- Increase Visitors and Tax Revenue to the City
- Located @ Western City Limits on Loop 410
- Burkett Media Fully Funds the Project

**BEAU BURKETT**  
**BEAU@BURKETTMEDIA.COM**  
**512-787-2375**

**Exhibit C – Property and Site Plan**



**Exhibit D – Illustrative Advertising Design**



# Free City Ad Design Examples - City of Leon Valley, Texas





# Development Agreement with Burkett Media

Crystal Caldera, PhD  
City Manager  
City Council Meeting  
May 7, 2024

# Summary

- Question
  - Whether or not to authorize the City Manager to enter into a development agreement with Burkett Media
- Options
  - Approve the request
  - Approve a variation of the request
  - Deny
- Declaration
  - The City Council's Discretion

# Purpose

- The City Allows Burkett Media to erect a double-sided digital billboard at 5902 Bandera
- Burkett Media will pay the City \$100,000

# Background

- On March 19, 2024, the City Council of the City unanimously approved two (2) variances to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.012 Off Premises Sigs, (a) New Off-Premises Signs and (12) Emitting Diode Signs Light to allow construction of the off-premise Digital Billboard by Company (collectively the “Variance”); and
- Burkett Media still needs the city to approve the new sign code to allow for these types of signs at Bandera and 410

# Fiscal Impact

- Increase the general fund by \$100,000

# Recommendation

- City Council's Discretion

## **OUTSTANDING CITY COUNCIL ITEMS**

- **Review of the Water Rates**
  - 6/20/2023 Postpone council requested this be a retreat item for 7/22/23.
  - Council will be looking at a 1% increase at a future meeting.
  - This will be discussed at the Town Hall meeting- on 11/21/2023, the Council decided on a workshop.
  - 12/5/2023 City Council reviewed the presentation from Waterworth. The next workshop is scheduled for 2/20/2023 (the date has been moved). We were waiting on the audited numbers. We just received them. We will be setting a new date for review.
- **Flooding**
  - Was addressed at the following Council Meetings.
    - 08/03/2021 – Flood damage prevention Ord. # 21-034.
    - 11/2/2021 – To discuss flood mitigation strategies.
    - 12/07/2021 – Short-Term options to address flooding.
  - Budget Adjustment – For funding floodway monitoring and software upgrades.
    - Upcoming Council presentation 1/18/2022.
  - Budget Adjustment – for creek cleanup.
    - Staff is proposing \$150,000 in ARP funds. Upcoming Council meeting TBD.
  - Segment one of Huebner Creek will be presented to the Council on 4/19/2022.
    - Council decided to look at the 50' wide, protected little league, the study will be brought back to the Council before we agree to do it.
  - Budget adjustment for creek cleanup.
    - 6/7/2022
  - Budget adjustment for flood gates and notification system.
    - 6/7/2022 postponed
- Huebner Creek Channel Improvement presentation 9/20/2022.
  - Council direction to bring back budget adjustment on \$633,000.
    - First Read 10/3/2022.
    - Second Read 10/18/2022.
  - 11/21/2023 – PW Director will provide an update and receive direction – Council decided to have a field trip to look at the creek layout TBD.
  - The Council decided to conduct a field trip in the Natural Area
  - 12/6/2023 the Council walked the steaked-out creek realignment
  - 1/16/2023 – The Council will revisit the project.
  - 2/24/2023- the Council will have a workshop to discuss with the engineer.
    - The council directed the engineer to look at a plan that leaves the creek alignment alone, a new tree survey, and build a retaining wall for erosion.



- **Legal review of the Sign Code**
  - Councilor Orozco and Bradshaw will work on this item.
  - Look into sign flippers in the median on Bandera
  - The council requested this item go to the Economic Development Advisory Committee. Economic Development Advisory Committee completed its review and a recommended version will come to council in April.
  - First read was held 4/16/24
- **Seneca West R6 Zone change**
  - 3/7/2023
    - Council requested some prices to replat as larger lots, not in favor of R6.
    - Staff will be getting prices to plat larger lots and bring them back to the Council.
    - Staff has received the plans and probable cost and will review them with the Council at the retreat.
  - 08/10/2023 Discuss at the retreat. The Council would just like to plat and sell as is.
  - 11/7/2023 Executive session on four options.
  - 11/21/2023 Executive session on two options.
  - This Will be discussed at the town hall meeting.
  - Executive session on 2/6/24
  - Executive Session 3/19/2024
- **Tiger brush and bulk issues- Contract ends January 1, 2025 (Item Remaining from Retreat)**
  - Discussed at the following City Council Meetings
    - 02/22/2021
      - Council addressed complaints and Tiger Sanitation responded.
    - 09/7/2021
      - Considered a resolution on how to manage bulk pick-up. Resolution # 21-031-R, the direction was given to CM to come back with a plan.
      - Considered and Ordinance Amending the Ord 14.02 Solid Waste First reading.
    - 11/2/2021
    - Considered and Ordinance Amending the Ord 14.02 Solid Waste Second Reading Passes Ord. # 21-053.
    - 1/11/2022
    - The Council considered two options to manage the overflow of Brush. The Council decided to have PW pick up the overage after Tiger Sanitation picked up their 8 CY.
    - There were 11 homes with oversized brush the City had the item picked on 3/4/22-3/8/22.

- 05/17/2022 Council meeting discussing rate increase.
  - Council allowed the 2.5% increase for July and another in January but did not approve the 7.5 % increase.
  - Council was willing to renegotiate terms.
    - On 8/23/2022, Council decided to leave terms as is.
- On 9/19/2023 the staff took a draft survey to the Council. Staff will amend it and bring it back to the Council at a later time.
- Will ask for input at the Town Hall meeting. The council decided on the final survey on 12/19/2023.
- The Council presented the Survey at the Town Hall meeting. The majority of Participants are satisfied with their trash service
- 02/20/2024- The Council will discuss the distribution of the survey.
  - The council decided to mail the survey out to the businesses and residents. The survey was mailed out on 3/19/24. RFP should go out May.
- **Discussion of updating the Strategic Plan, Mission, & Vision Statement**
  - Will be placed on the Town Hall meeting for discussion decided at the 11/21/23 Council meeting to hold a workshop.
  - February 3, 2024, workshop scheduled. At the council chambers. The Council changed the date to 2/24/24 to coincide with another workshop.
  - The Council decided to amend the mission and vision statements. Holding another workshop for the goals and objectives and core values.
  - Core values will be discussed at 3/19/2024. Goal will return in May.
- **Silo design per request of the adjacent property owner**
  - 5/2/2023 – Moved by CM due to the number of items on the agenda.
  - 5/16/2023 – Scheduled
    - Council Requested outreach to local universities.
    - Melinda is working on quotes.
- **Sustainability Overlay**
  - 6/6/2023 Staff is not ready and has been postponed until September.
  - 725/2023 – Zoning Commission started to review. The item is with the Attorney.
- **Stray Animal Ordinance**
  - Currently being reviewed by the City Attorney – we cannot require private industry to take in and adopt our stray animals.
  - Looking at a possible interlocal agreement.
  - Staff has met with the county for a long-term solution.
- **Neighborhood/Citizen Survey**
  - Will be tied to the solid waste survey. The council decided to keep these two separate items.
- **Looking at an amendment to Section 15.02 Appendix C (I), D Structural Nonconformity to add a matching percentage from Economic Community Development funds.**

- After the sustainability review.
- **Four-way stop at Forest Meadow and Evers.**
  - To be evaluated upon the development of the Evers property.
- **Speed hump policy changes- (Item Remaining from Retreat)**
  - This was added by Mr. Campos who wants to review the policy before adding.
- **Review of the Personnel Manual**
- **Discussion on large capital projects – Possible Bond**
  - Public Works Building
  - ADA requirements
  - Crystal Hills Park
  - Pool
  - Dog Park
  - Library Annex
- **City Council Meeting Building Security**
- **Ordinance Amendment to allow lots with ½ Acre or more to have a septic system**
- **Ordinance on Amending the PDD**
  - Scheduled to go to the zoning commission meeting on 4/23/2024
  - The zoning commission tabled the item.

### **ITEMS ARE STILL IN THE PIPELINE BUT HAVE BEEN ADDRESSED**

- **John Marshall Traffic Plan – CR, JH**
  - Discussed at the following Council meeting.
  - 12/14/2022 Next steps
  - NISD engineers are still working on the plan, collecting traffic counts, and coordinating with CoSA Traffic Department.
  - Once complete, additional meetings will be held with the City to determine the feasibility and appropriateness.
  - Once plans are final, the proposal will be presented to City Council for approval.
  - John Marshal Update on 3/15 based on 2/14 meeting.
  - The City received feedback on possible neighborhood suggestions on 5/09/2022. Joint meeting to be determined.
  - Heard by City Council to possible street closures on 8/23/20. Engineers will develop a report, and PD and Fire will review it.
  - Taking to Council on 10/3/2022.
  - 2/7/2023 council will review speed pads and school zones.
    - Council decided to move forward with the speed pads and wait on the school zone. The delineators will also be left alone.
  - Speed pads have been installed and school zone on Huebner is being addressed.

- Interlocal agreement with San Antonio is complete. A budget adjustment of \$74,000 was approved by the Council for the mast traffic arms.
- We met with the contractor, The Levy Company, and they informed us that the mast arms will take 16-24 weeks for delivery, so work will not start until December or January.
- 1/10/2023- installation has begun
- **Red-light Cameras first available contract end term is May 2037**
  - City Council adopted a Resolution declaring the intent to phase out redlight cameras 4/6/2021 – Resolution # 21-009R.
  - The RLC Contract would be difficult to terminate without financial obligation from the City.
  - City Council supports HB 1209 and physically delivers letters in support to Cortez, Biederman, Canales, Menendez
  - Funds – Eligible projects – CR
    - Will be discussed at the Town Hall Meeting on January 22, 2022.
  - Discussed at the retreat Council has decided not to spend funds until we know what the legislature is doing.
  - Resolution supporting SB 446-2/21/2023.
  - The item was not approved during the legislation process the Council will try again in 2025.
- **Comprehensive Master Plan**
  - Was addressed at the following Council meetings:
    - 2/2/2021
    - 3/23/2021
    - 06/1/2021
  - This item was discussed during the budget process and ultimately, the Council decided not to expend the funds on this project at this time.
  - Will be discussed under the Town Hall meeting update to the Council on 4/19/2022.
    - Council would like us to use our future land use map.
  - Establish neighborhood boundaries
  - Council has opted not to Update Master Plan.
  - P & Z Director investigating a university conducting the plan.
  - Boundaries of the neighborhood
- **Sewer Service Charge Adjustments**
  - Council meeting 2/15/22.
  - Impact Fees Removed.
  - Sewer Charges will be brought back at a later time.
- **Apartments Finley And Sierra Royale, Forest Oaks, Vista Del Rey- BM**
  - Update on one of the Apartment Complexes at the CC mtg 3/15.
    - Presentation was given on Vista Del Rey.
    - Next apartment review is on 5/3/2022.
      - Staff received legal advice in the executive session.

- Executive session 8/2/2022
  - Council decided to file a Chapter 54 lawsuit against Vista Del Rey, filed on 8/5/2022.
  - TRO was granted on 8/8/2022.
  - Administrative warrant executed on 8/17/2022.
  - Temporary Injunction was granted on 8/22/2022.
    - They have 6 months to comply.
  - 8/31/2022 Vista got new attorneys.
  - 9/9/2022 Vista filed a motion to dissolve the temporary injunction.
  - C of Os issued Shed, Maintenance Shop, Laundry 1-3, Vista, Gym.
  - 9/19/2022 hearing set and canceled.
- Executive Session 9/20/2022
- Vistal Del Rey is 50% compliant. Council agreed to settle on 4/18/2023.
- Vista has completed all inspections and received their C of Os.
- **AV equipment for the Conference Center - Budget Adjustment from ARP Funds**
  - Council meeting 2/1/22 first read.
  - Item amended to get the direction of the scope of work.
  - Will bring the item back after the BID process.
  - Discuss alternatives 5/3/2022.
  - This item could not be purchased out of ARP funds.

## **COMPLETED**

- **Consumer protection mandate on refunds**
  - Sent request to attorney. The attorney feels that we have the laws in place.
  - Sent reminders to the animal sales businesses.
- **Interlocal Agreement with the County regarding an Outreach Coordinator.**
  - Bexar County is asking the City to sign a separate agreement with Haven for Hope. They will be completing a draft and sending it over for council approval in March 5, 2024.
    - Council approved
    - Budget adjustment 3/19/24 Approved