



**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, February 07, 2023 at 5:45 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. **The City Council Shall Meet in Executive Session to Discuss the Following:**
  1. Pursuant to Texas Government Code, Chapter 551, Section 551.074 Personnel Matters: Regarding the Annual Review of the City Manager as Outlined in the Employment Agreement.
  2. Section 551.071: Consultation with the Attorney Regarding Pending or Contemplated Litigation, or Settlement Offer, or on a Matter in which the Duty of the Attorney to the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with the Texas Open Meetings Act, Re: City of Leon Valley v. 5622 Equity DE LLC, a Delaware Limited Liability Company D/B/A Vista Del Rey Apartments Located at 5622 Evers Road
3. **Reconvene into Regular Session**
4. **Citizens to be Heard**
5. **Possible Action on Issues Discussed in Executive Session If Necessary**
6. **Presentations**
  1. Presentation, Discussion, and Possible Action to Consider Traffic Calming Actions in the Monte Robles Park Subdivision - M. Moritz, Public Works Director

2. Presentation, Discussion and Possible Action on Leon Valley Impound Lot Update - D. Gonzalez, Police Chief

7. **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.

8. **City Manager's Report**

1. **Upcoming Important Events:**

**Regular City Council Meeting, Tuesday, February 21, 2023, at 6:30 PM, in Council Chambers.**

**Filing for a Place on the May 06, 2023 City of Leon Valley, General Election for Council Place 1, Council Place 3, and Council Place 5, Wednesday, January 18, 2023 through 5:00 PM on Friday, February 17, 2023.**

**Drawing for Place on the Ballot, Monday, February 20, 2023, at 9:00 AM, in Council Chambers.**

**Earthwise Living Day, Saturday, March 04, 2023, from 9:30 AM to 1:30 PM, at the Leon Valley Events Center at 6427 Evers Road**

**Annual City-Wide Garage Sale, Saturday, May 27, 2023, from 8:00 AM to 6:00 PM**

**Miscellaneous other events and announcements.**

9. **Consent Agenda**

1. Discussion and Possible Action Approving of the Following City Council Minutes:
  - a. 01-17-2023 Regular City Council Meeting Minutes
  - b. 01-28-2023 Annual Town Hall Meeting Minutes

2. Discussion and Possible Action Accepting of the Following Board/Commission Minutes:
  - a. 12-14-2022 Earthwise Living Committee Meeting Minutes
  - b. 06-09-2022 Library Board of Trustees Meeting Minutes
  - c. 11-10-2022 Library Board of Trustees Meeting Minutes
  - d. 12-14-2022 Planning & Zoning Commission Meeting Minutes

3. Discussion and Possible Action of the Quarterly Investment Report for the Quarter Ended December 31, 2022- Y. Acuna, Assistant Finance Director

4. Discussion and Possible Action on an Ordinance Amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 to Create a New Section 3.02.001 and Revising Appendix A Fee Schedule, Article A8.000 Building and Construction Related Fees, Section A8.015 Renter's Registration to Require Registration of Vacant Structures and Assign Appropriate Fees (1st Read was Held on 1/17/23) - M. Moritz, Public Works Director
5. Discussion and Possible Action on a Resolution of the City Council of the City Of Leon Valley Ordering and Establishing Procedures for a General Election in the City of Leon Valley, Texas to Elect Three Council Members: (Places 1, 3 And 5) by the Qualified Voters of the City of Leon Valley; Authorizing the City Manager to Sign a Joint Election Agreement with the Bexar County Elections Administrator for the Conduct of Said Elections, and Providing Details Relating to the Conduct of Holding the Election, Authorizing the Use of the Leon Valley Conference Center on the 6th Day of May, 2023, for Election Day Voting, and the Use of the Leon Valley Conference Center, Located at 6421 Evers Road, Leon Valley, Texas, 78238, for Early Voting (April 24, 2023 through May 02, 2023) - S. Passailaigue, City Secretary

Una Resolución Del Consejo De La Ciudad De La Ciudad De Leon Valley Para Ordenar Y Establecer Los Procedimientos Para Una Elección General En La Ciudad De Leon Valley, Texas, Para Elegir Tres Miembros Del Consejo: (Posiciones 1, 3 Y 5) Por Parte De Los Votantes Habilitados De La Ciudad De Leon Valley; Autorizando Al Administrador De La Ciudad A Firmar Un Acuerdo De Elección Conjunta Con El Administrador De Elecciones Del Condado De Bexar Para La Celebración De Dichas Elecciones, Y Proporcionando Detalles Relativos A La Celebración De Dicha Elección, Autorizando El Uso Del Centro De Conferencias De Leon Valley El Día 6 De Mayo De 2023 Para La Votación Del Día De Elección, Y El Uso Del Centro De Conferencias De Leon Valley, Ubicado En 6421 Evers Road, Leon Valley, Texas, 78238, Para La Votación Adelantada (Del 24 De Abril De 2023 Hasta El 2 De Mayo De 2023, Inclusive)

6. Discussion and Possible Action on a Resolution of the City Council of the City of Leon Valley Ordering and Establishing Procedures for a Special Election to be Held on May 06, 2023 in the City of Leon Valley for the Purpose of Submitting to the Qualified Voters a Proposition Relating to the Continuation or Dissolution of the Leon Valley Crime Control and Prevention District and the Continuation of a Local Sales and Use Tax at a Rate of One-Eighth (1/8) of One Percent (1%) Pursuant to Chapter 363 of the Texas Local Government Code - S. Passailaigue, City Secretary

Resolución Del Consejo De La Ciudad De La Ciudad De Leon Valley, Texas Que Ordena Una Elección Especial Para Celebrarse El 6 De Mayo De 2023 En La Ciudad De Leon Valley Con El Propósito De Presentar A Los Votantes Una Proposición Relacionada Con La Continuación O Disolución Del Distrito De Control Y Prevención De Crímenes De Leon Valley Y La Adopción De Un Impuesto Local A Las Ventas Y Al Uso A Una Tasa De Un Octavo Del Uno Por Ciento De Acuerdo Con El Capítulo 363 Del Código De Gobierno Autónomo De Texas

7. Discussion and Possible Action on a Resolution Appointing Members to the Citizens Police Advisory Committee - S. Passailaigue, City Secretary

## 10. Regular Agenda

1. Presentation, **Public Hearing**, and Discussion to Consider Approval of an Ordinance Granting a Zone Change From R-1 Single Family Dwelling with Sustainability Overlay (SO) to R-3 Multi-Family District with SO on an Approximately 2.998-acre Tract of Land Located at 5900 Wurzbach (1st Read as Required by City Charter) - M. Teague, Planning and Zoning Director
2. Presentation, Discussion and Possible Action of a Subdivision Plat With Variance Requests, Creating the Grass Hill Estates Subdivision, Being Approximately 21.352 acres of Land Located off Aids Dr., William Rancher Rd., Grass Hill Dr., and Samaritan Dr. and More Particularly Described in Subdivision Case File 2023-1 (1st Read as Required by City Charter) - M. Teague, Planning and Zoning Director
3. Presentation and Discussion to Consider Approval of an Ordinance Amending the Leon Valley Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.03 Parking, Stopping and Standing, Section 12.03.006 Parking Restrictions on Specific Streets, to Reduce the Area of the No Parking Zone Along Shadow Mist Drive, Specifically the Southernmost end of the Street from Avedisian to the Dead End (1st Read as Required by City Charter) - M. Moritz, Public Works Director
4. Discussion and Possible Action on an Ordinance of the City of Leon Valley, Texas, City Council Ordering a Special Election to be Held on May 06, 2023 in the City of Leon Valley for the Purpose of Allowing Qualified Voters to Vote for or Against the Reauthorization of the Local Sales and Use Tax in the City of Leon Valley, Texas at the Rate of One-Quarter (1/4) of One Percent (0.0025000) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets. (First Reading as Required by City Charter) - S. Passailaigue, City Secretary

Ordenanza Del Consejo De La Ciudad De La Ciudad De Leon Valley, Texas Que Ordena Una Elección Especial Para Celebrarse El 6 De Mayo De 2023 En La Ciudad De Leon Valley Con El Propósito De Permitir Que Los Votantes Habilitados Voten A Favor O En Contra De Volver A Autorizar El Impuesto Local A Las Ventas Y Al Uso En La Ciudad De Leon Valley, Texas A La Tasa De Un Cuarto (1/4) Del Uno Por Ciento (0.0025000) Para Continuar Generando Ingresos Para El Mantenimiento Y La Reparación De Las Calles Municipales.

5. Presentation, Discussion and Possible Action on an Amendment to Resolution 22-009R, a Tree Variance Request to Remove Additional Trees at Poss Landing Subdivision and to Pay a Larger Amount of Fees in Lieu of Replanting Trees, Located at 7213 Huebner Road, Than Was Previously Approved - M. Moritz, Public Works Director

6. Presentation, Discussion and Possible Action on a Resolution allowing HydroGeoLogic, Inc a subcontractor for the U.S. Environmental Protection Agency (EPA) to utilize 6401 El Verde Road from March 1, 2023 - September 30, 2023.

## 11. Citizens to be Heard

12. **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.**

1. Presentation, Discussion, and Possible Action on City Manager's Future Agenda Items

## 13. 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 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  
February 2, 2023 at 11:00 AM



Traffic Circulation  
John Marshall High School  
Monte Robles Park Subdivision

City Council Meeting  
February 7, 2023  
Public Works Director Melinda Moritz

# Purpose

- The purpose of this item is to brief the citizens and City Council of ongoing traffic calming efforts
- On streets surrounding John Marshall High School in the Monte Robles Park subdivision

John Marshall  
High School  
Monte Robles Park



{Section}.61.



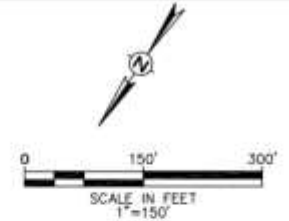
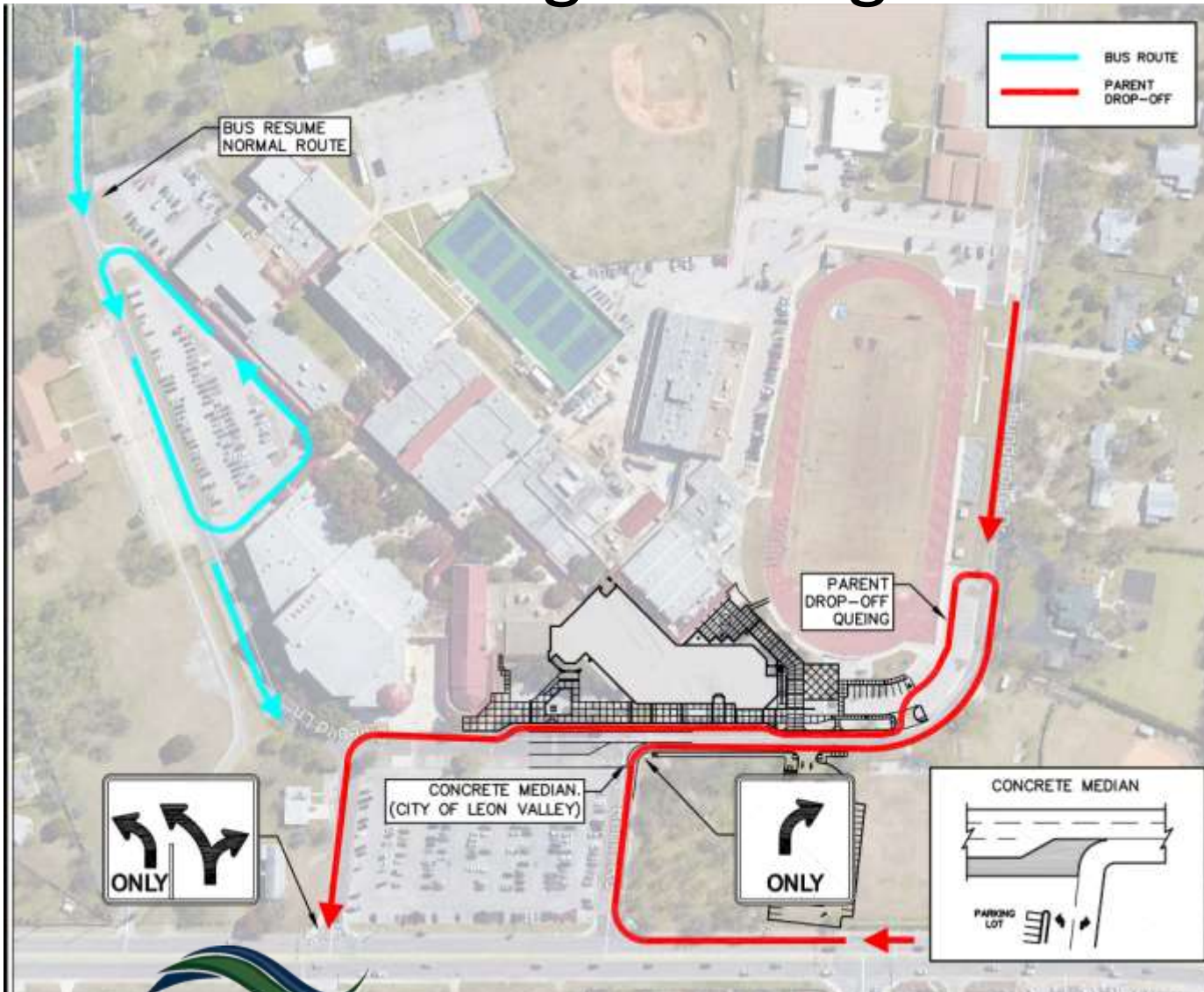
# Background

- The high school underwent remodeling after becoming a Law Enforcement and Medical Magnet High School
- The citizens in the surrounding neighborhood object to the traffic through their neighborhood
  - Traffic congestion during morning, lunch, and after school hours
  - Students throwing trash
  - Vehicles racing along Thunderbird

# Background

- March 2020 - Created long term traffic calming plan
  - NISD to assist in traffic control
  - NISD to assist in ROW acquisition on Bluebird at Eckhert
  - COLV to construct concrete median at Robin & Lobo Lanes
  - COLV to install left and right turn striping at Bluebird and Eckhert
  - COSA to provide traffic striping on Eckhert
  - COSA to revise signal timing at Eckhert & Bluebird Lane

# Original Long Term Plan



## AREA OF RESPONSIBILITY

### NISD

- ASSIST IN TRAFFIC CONTROL DURING EARLY STAGES.
- REMOVAL OF SWING GATES.

### CITY OF LEON VALLEY

- APPROVAL/CONSTRUCTION OF CONCRETE MEDIAN AT ROBIN AND LOBO LN
- LEFT AND RIGHT STRIPING AT BLUEBIRD LN AND ECKHERT RD
- INITIAL TRAFFIC CONTROL PERSONNEL

### CITY OF SAN ANTONIO

- TRAFFIC STRIPING
- REVISE SIGNAL TIMING AT ECKHERT/BLUEBIRD INTERSECTION

# DRAFT

LONG TERM TRAFFIC CIRCULATION

# Work Performed

- COSA - increased length of signal at Eckhert and Bluebird
- COLV
  - Installed more speed limit signs
  - Installed new chevron signs on Thunderbird
  - Removed monument at Chaparral and Huebner
  - Performed traffic counts on Thunderbird
  - In process of creating school zone on Huebner at Bally
- NISD - installed delineators on Lobo Lane at Robin

# Proposal by Residents

- Speed humps on Thunderbird and other traffic calming solutions were not preferred
- Would like more law enforcement presence during school rush hours
- Considered closing roads, but determined this was not feasible
- Would like to encourage school traffic to exit at Eckhert on Bluebird, rather than through the neighborhood

# Agency Concerns

- Leon Valley does not have Officers that can be dedicated to school rush hours
- Persons picking up and dropping off students use this neighborhood to get to the school
- Delineators that were installed on Lobo at Redbird have caused more traffic backups & increased concern for student safety
  - Recommend removal of delineators and install roadway signage allowing left turn from both lanes on Redbird

# Lobo Lane Delineators



# Alternatives

- Leon Valley will work to acquire right of way along Bluebird to widen roadway
- NISD will provide more law enforcement, along with Bexar County, San Antonio to monitor & move traffic on Bluebird and Lobo
- Suggest reconsidering other traffic calming measures
  - Speed cushions at intersections in Monte Robles Park, then midway along Thunderbird
  - Remove delineators on Lobo at Redbird, install roadway signage allowing 2 left turn lanes



# Alternatives – Speed Cushions



# Fiscal Impact

- Estimated Costs for speed cushions:
- Per set                      \$ 7,500
- Purchase 8 sets \$60,000
  - Can start with 2 and only on Thunderbird

# S.E.E. Statement

- *Social* – Assuring students can get to and from school safely, while allowing a safer traffic circulation pattern for all vehicles, improves the quality of life for all citizens
- *Economic* – Reducing vehicle and pedestrian crashes saves money on emergency room visits and vehicle repairs
- *Environmental* – Creating a new traffic circulation pattern will decrease the amount of vehicle idling from parents waiting to pick up the students, which helps to reduce air pollution

# Leon Valley Impound Lot Update 6320 Jeff Loop

David Gonzalez  
Police Chief  
City Council Meeting  
February 7, 2023

# Summary

- The City's current Impound Lot is located adjacent to the Public Works Department at 6429 Evers Rd.
- City Council approved funds to re-locate the site to 6320 Jeff Loop, directly behind the Police Department
- This move will streamline operations, reduce staff time required to conduct business, and provide a safer & more secure facility

# New Site – 6320 Jeff Loop

Existing PD parking



# Background

- The main gate for the Impound Lot is to be located on the west side of the lot (Jeff Loop side)
- Adequate space will be required for tow trucks to make the turning radius
- A 14-caliper inch Pecan tree is located in the middle of the proposed gate location
  - Tree is in poor condition
- Three existing pecan trees will remain

# Background

The Pecan Tree proposed for removal is 14” in Diameter and is considered a “Large” tree





# Background

3 existing Pecan &  
6 Pomegranate trees  
along the perimeter  
of the lot will  
remain



# Background

- Per Chapter 13 Tree Preservation, Sec. 13.02.074
  - Tree Preservation requirements:
    - (2) Large trees: For each tree removed, one tree of eight or more inches in diameter must be planted within each platted lot, excluding right-of-way and easements
- As there is no room on this lot to replace trees, it is proposed that we plant 14 additional trees along the Hike & Bike Trail currently being constructed

# Recommendation

- City Council's Discretion



**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, January 17, 2023 at 6:00 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  
Council Place 2 Josh Stevens  
Mayor Pro Tem, Council Place 4 Rey Orozco  
Council Place 5 Will Bradshaw

**ABSENT**

Council Place 3 Jed Hefner (Excused)

Mayor Chris Riley called the meeting to order at 6:00 PM and announced that a quorum of City Council was present in Council Chambers.

Mayor Riley asked Kirk Cangco, Troop 228 from United Methodist Church to lead the Pledge of Allegiance.

2. **The City Council Shall Meet in Executive Session to Discuss the Following:**

Mayor Riley read aloud the agenda caption for Item 2.1 and Item 2.2.

The City Council went into Executive Session at 6:03 PM

1. The City Council Shall Meet in Executive Session Under Texas Government Code §551.074 Personnel Matters to Deliberate Personnel Action Regarding the Finance Director Position
2. Section 551.071: Consultation with the Attorney Regarding Pending or Contemplated Litigation, or Settlement Offer, or on a Matter in which the Duty of the Attorney to the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with the Texas Open Meetings Act, Re: City of Leon Valley v. 5622 Equity DE LLC, a Delaware Limited Liability Company D/B/A Vista Del Rey Apartments Located at 5622 Evers Road

### 3. Reconvene into Regular Session

The City Council reconvened into Open Session at 6:44 PM

### 4. Citizens to be Heard

None

### 5. Possible Action on Issues Discussed in Executive Session If Necessary

No action was taken.

### 6. Presentations

#### 1. Presentation of a Certificate of Appreciation Given to Police Officer Carlos Carrillo for 25 years of Service - Mayor C. Riley

Mayor Chris Riley presented Leon Valley Police Officer Carlos Carillo with a Certificate of Appreciation and a clock in appreciation of his twenty-five (25) years of service to the City.

#### 2. Presentation, Discussion and Possible Action on Concerns Related to 5504 Shadow Mist Leon Valley, TX 78238 - Dr. Caldera, City Manager

Crystal Caldera, City Manager presented this item in response to comments about a recent event that she received.

Arturo Ferrer, Owner and Joe Shafer, Director of the soccer field were also there to respond.

Those who spoke on this item were: Matthew Hodde (Leon Valley); Shirley Jonas (Leon Valley); and Erick Matta (Leon Valley)

Staff was given direction to move forward and bring this item back to City Council.

#### 3. Presentation, Discussion and Possible Action on an Ordinance regarding short-term rentals - Mayor, C. Riley

Mayor Chris Riley introduced the item which she placed on the agenda at the request of citizens.

Crystal Caldera, City Manager spoke on the item along with the following citizens:

Philip Campos (Leon Valley); Mary Jo Griffin (Leon Valley); Linda Meffert (Leon Valley); Sylvia Saucedo (Leon Valley); Spencer (Leon Valley); Roger Saucedo (Leon Valley); Pablo Ybarra (Leon Valley); and Erick Matta (Leon Valley)

Mayor Chris Riley read an email that was submitted by: Blanca Jahant

A motion was made by Councilor Benny Martinez to have staff draft an ordinance using the City of San Antonio ordinance as a guide, then send the draft to the city attorney for a legal review, and then bring it back to City Council. The motion was seconded by Councilor Rey Orozco.

Mayor Riley asked City Secretary Sandra Passailaigue to take a roll call vote.

Voting Yea: Council Place 1 Martinez

Voting Nay: Council Place 2 Stevens, Mayor Pro Tem, Council Place 4 Orozco, Council Place 5 Bradshaw

Councilor Jed Hefner - Excused

Mayor Riley announced the motion failed.

#### **4. Presentation, Discussion and Possible Action on the Hiring Process for Department Director Positions - Dr. Caldera, City Manager**

Crystal Caldera, City Manager presented this item.

Mayor Riley requested that the members of City Council that sit in on interviews are rotated; and that she be included in all of them since she does not have a vote.

- 7. 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.

Announcements were made by Mayor Chris Riley and Members of City Council.

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

Crystal Caldera, City Manager reminded everyone that the City Manager's Report was printed and available on the table in the foyer, as well as posted on the website. City Manager Caldera added that the Leon Valley Police Department floor is crumbling and that this is being looked into; the City is looking at options for animal rescue; reminded everyone

to sign up for the new Leon Valley app; and announced that during a recent audit, the Leon Valley Police Department had zero deficiencies.

#### 1. Upcoming Important Events:

**Regular City Council Meeting, Tuesday, February 7, 2023, at 6:30 PM, in Council Chambers.**

**Filing for a Place on the May 06, 2023 City of Leon Valley, General Election for Council Place 1, Council Place 3, and Council Place 5, Wednesday, January 18, 2023 through 5:00 PM on Friday, February 17, 2023.**

**Annual Town Hall Meeting, Saturday, January 28, 2023, at the Leon Valley Conference Center.**

**Miscellaneous other events and announcements.**

#### 9. Consent Agenda

A motion was made by Councilor Josh Stevens to approve the Consent Agenda as presented. The motion was seconded by Councilor Rey Orozco.

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

1. **Discussion and Possible Action Approving of the Following City Council Minutes:**
  - a. **12-20-2022 Regular City Council Meeting Minutes**
  - b. **01-11-2023 Special City Council Meeting Minutes**
2. **Discussion and Possible Action Accepting of the Following Board/Commission Minutes:**
  - a. **12-05-2019 Bandera Road Groundwater Plume Superfund Site Community Advisory Group (CAG) Meeting Minutes**
  - b. **11-22-2022 Park Commission Meeting Minutes**
3. **Discussion and Possible Action of an Ordinance Authorizing the City Manager to Execute a Contract Amendment and Accept an Additional \$400,000 from Bexar County, and Authorize a Budget Adjustment From the Stormwater Fund Reserve in the Amount of \$400,000 to Provide Additional Funding for the Construction of the Seneca West Drainage Project (1st Read was Held on 12/20/22) - M. Moritz, Public Works Director**
4. **Discussion and Possible Action of an Ordinance Amending the Leon Valley Code of Ordinances, Chapter 13 Tree Preservation, Article 13.02 Tree Preservation Ordinance to Remove Some Definitions and Add a Definition, Direct the Park Commission to Assume the Duties of the Tree Advisory Board, Correct the Responsible Department References, and Give Variance Hearing Duties Directly to the City Council (1st Read was Held on 12/20/22) - M. Moritz, Public Works Director**

5. **Discussion and Possible Action on an Ordinance Authorizing a Zoning Change from B-1 Small Business District, with SO, Sustainability Overlay District Zoning to R-3 Multi-Family Dwelling District of a 0.854-Acre Tract of Land Located in the 7500 Block of Huebner Road Between Hoofs and Evers (1st Read was held on 12-20-22) - M. Moritz, Public Works Director**
6. **A Resolution of the City of Leon Valley City Council Appointing Members to the Park Commission, Planning & Zoning Commission, and the Library Board of Trustees - S. Passailague, City Secretary**
7. **Presentation, Discussion and Possible Action of Councilor Hefner's Excused Absences for January 17, 2023, City Council Meetings as Provided in the Charter Section 3.08, Subsection B, Part 3. - Councilor Jed Hefner**

## 10. Regular Agenda

1. **Presentation and Discussion to Consider Approval of an Ordinance Amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 to Create a New Section 3.02.001 and Revising Appendix A Fee Schedule, Article A8.000 Building and Construction Related Fees, Section A8.015 Renter's Registration to Require Registration of Vacant Structures and Assign Appropriate Fees (1st Read as Required by City Charter) - M. Moritz, Public Works Director**

Melinda Moritz, Public Works Director presented this item to present an amendment to Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 and Appendix A Fee Schedule, Article A8, Section A8.015 to require registration of and the payment of a fee for vacant structures.

There was a brief discussion followed with the consensus to place this on the Consent Agenda for February 07, 2023.

2. **Presentation, Discussion and Possible Action on a Resolution Continuing the Utility Assistance Program Agreement with Ascension De Paul for Calendar Year 2023 or Until Funds are Depleted - R. Salinas, Economic Development Director**

Roque Salinas, Economic Development Director presented this item seeking City Council's authorization to the City Manager to continue with the agreement with Ascension De Paul for the Utility Assistance Program for the 2023 calendar year or until the funds are depleted from the American Rescue Plan authorized for this program.

The program will provide up to \$500 per household per calendar year. The program is in its second year and funds were set aside from the American Rescue Plan. If funds are depleted before the end of the calendar year, then the program will cease to operate.



A motion was made by Councilor Benny Martinez to authorize this item with a \$500 limit. The motion was seconded by Councilor Rey Orozco.

Motion made by Council Place 1 Martinez, Seconded by Mayor Pro Tem, Council Place 4 Orozco.

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

**3. Discussion and Consider Possible Action on In-Kind Grant Application from Project SMASH**

Crystal Miranda, Community Relations Director presented this item on behalf of the applicant.

A motion was made by Councilor Benny Martinez to approve the request as presented. The motion was seconded by Councilor Josh Stevens.

Motion made by Council Place 1 Martinez, Seconded by Council Place 2 Stevens. Voting Yea: Council Place 1 Martinez, Council Place 2 Stevens, Mayor Pro Tem, Council Place 4 Orozco, Council Place 5 Bradshaw

**11. Citizens to be Heard**

None

**12. Requests from Members of City Council to Add Items to Future Agendas**

- 1. Presentation, Discussion, and Possible Action on City Manager's Future Agenda Items

**13. Adjournment**

Mayor Riley announced that the meeting adjourned at 9:57 PM

**These minutes approved by the Leon Valley City Council on the 7th of February, 2023.**

**APPROVED**

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

**ATTEST:**

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



**CITY OF LEON VALLEY  
ANNUAL TOWN HALL MEETING**

Conference Center  
6400 El Verde Road, Leon Valley, TX 78238  
Saturday, January 28, 2023 at 9:00 AM

**MINUTES**

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**9:00 AM Call to Order and Determine a Quorum is Present.**

Mayor Chris Riley called the meeting to order noted that a quorum of City Council was present.

**PRESENT**

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

**Presentations**

**A. Welcome to 12th Annual Town Hall Meeting! - Mayor Chris Riley**

Mayor Chris Riley welcomed everyone and introduced each member of City Council and staff. Mayor Riley proceeded to explain the procedures of the day would go from presentation order to citizen participation of voting via Mentimeter. The Mentimeter access code was provided, and staff was present to assist those who needed assistance. The meeting is also being live streamed on YouTube.

Mayor Riley introduced Commissioner Justin Rodriguez who spoke briefly about Bexar County's 2023 Budget.

Mayor Riley introduced Crystal Caldera, City Manager for the next item.

Mayor Chris Riley welcomed everyone and introduced each member of City Council and staff. Mayor Riley introduced Commissioner Justin Rodriguez who spoke briefly about Bexar County's 2023 Budget.

Mayor Riley introduced Crystal Caldera, City Manager for the next item.

**B. Introduction of City Council & Staff and Procedures for meeting – Mayor Chris Riley**

Crystal Caldera, City Manager proceeded to explain the procedures of the day would go from presentation order to citizen participation of voting via Mentimeter.

**C. City Manager Update on 2022 Town Hall Meeting and Annual Report – Dr. Crystal Caldera, City Manager (9:10 a.m.)**

City Manager Caldera presented the Annual Report.

City Manager Caldera provided the Mentimeter access code and staff was present to assist those who needed assistance. The meeting is also being live streamed on YouTube.

**D. Latest News on Bandera Road (SH 16) 25-year Redevelopment Plan– Chad Gardnier, Halff & Associates; City of San Antonio (9:20 a.m.)**

Mayor Riley announced that Chad Gardner was unable to attend today's meeting but that he has sent a video for all to watch regarding the Bandera Road Improvement Project.

**E. Emergency Preparedness: How to be better prepared when you lose water/electricity – (Chief Naughton) (9:50 a.m.)**

Michael Naughton, Fire Chief gave a presentation on Emergency Preparedness and invited anyone that had questions to contact him directly.

**F. Leon Valley Historical Society's Annual Report, including status of Huebner-Onion Homestead– Kathy Hill, President, Leon Valley Historical Society (10:15 a.m.)**

Kathy Hill, President, Leon Valley Historical Society presented an annual report of what the Leon Valley Historical Society did in 2022.

**G. Spending Priorities For The \$1.6 Million Remaining Funds from the American Rescue Plan (ARP) Funds and Ranking Quality of Life Amenities to Include a Potential Skate Park, Pool Repairs, Pickleball and More (10:30 – 11:30 Am) –Open Discussions Led by City Council & Staff**

City Manager Caldera guided citizens through a survey related to the remaining funds from the American Rescue Plan (ARP) Funds (\$1.6 Million) and asked citizens to rank the Quality of Life Amenities which included a potential skate park, pool repairs, pickleball and more .

Voting was done using the Mentimeter voting system. Login information was given again so those not present could also participate. Results of this survey will be available on the City's website.

**H. Citizens to be Heard (11:30 a.m.)**

Those who spoke at this time were: David Patter, Glenda Garland, David Moran, Elaine Valdez, Judy Pearl, Ann Sawyer, Philip Campos, Joan Marcotte, Nancy Thornton, Kathy Nelson, Patty Dyer, and Leslie Martinez

**Adjournment - 12:15 PM**

Mayor Riley thanked everyone for coming and participating in this years Town Hall Meeting; and then announced that the meeting was adjourned at 11:59 AM.

**These minutes approved by the Leon Valley City Council on the 20th of April, 2022.**

APPROVED

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

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



**EARTHWISE LIVING COMMITTEE MEETING MINUTES  
CITY OF LEON VALLEY, TEXAS  
DECEMBER 14, 2022**

The Earthwise Living Committee of the City of Leon Valley, Texas met on the 14th day of December at 5:30 pm in the large Conference Room at City Hall, located at 6400 El Verde Road, Leon Valley, Texas, for the purpose of the following business, to-wit:

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**REGULAR MEETING OF THE CITY OF LEON VALLEY EARTHWISE LIVING COMMITTEE.  
5:30 PM**

**1. Call the City of Leon Valley Regular Earthwise Living Committee Meeting to Order and Determine a Quorum is Present.**

The meeting was called to order at 5:30 pm. Present were members Valdez, Key, Castillo, Bacon, Ryan, new member Zanneras, and Co-chair Burnside. Also present were Staff liaison Miranda and Council liaison Riley. Absent was Co-chair Meffert.

**2. Review and Consider Approval of the November 9, 2022 Regular Meeting Minutes.**

Minutes were reviewed with a few minor corrections to be made. A motion to accept the minutes as amended was made by member Valdez and seconded by member Castillo. The motion was passed without objection.

**3. Discussion and Possible Action to Establish an Earthwise Living Lecture Series in Partnership with the Leon Valley Public Library.**

A general discussion was had on establishing an Earthwise Living Lecture Series in partnership with the Library. All members present were open to establishing a lecture series at the library. The librarian confirmed availability of the library, and agreed on three environmental lectures per quarter

**4. Discussion and Updates on Sponsor/Vendor Contacts.**

A general discussion was had on the status of vendor/sponsor event outreach for participation in EWL Day. Participation outreach has reached varied stages between members and vendor/sponsor participants.

**5. Discussion on Establishing a Timeline for Earthwise Living Day Event.**

A discussion was had on establishing a timeline for the EWL Day event. It was determined that participants need to be chosen and contacted by the first week in February.

**6. Discussion and Possible Action on Creating a Christmas and Post-Christmas for E-News Release.**

The committee set aside addressing this initiative until sometime next year before the holidays.

**7. Discuss Composing a Letter to Deliver to Restaurants to Suggest Eco-Friendly Practices.**

A discussion was had on creating an Earthwise Living Sustainable Practices letter along with flyers that include the EWL Logo and theme.

**8. Discussion and Possible Action of Response to the City Council Meeting's 10.1 Agenda item from Tuesday December 6 Meeting.**

Discussion was had on the City Council 10.1 agenda item from the December 6 City Council meeting. The committee confirmed that the City Council did not combine the EWL committee with the combination of the Park and Tree committees. The City Council would like more input from the EWL Committee on the scope of future initiatives.

**9. Announcements, Updates, and Other Business.**

The next Earthwise Living Committee meeting will be on 01/11/2023 at 5:30 pm.

**10. Adjourn**

Member Bacon moved to adjourn the meeting and the motion was seconded by member Ryan. The meeting was adjourned at 7:12 pm.

*Wfa Burnside*  
**Chair**

1-11-23  
**Date**

**LEON VALLEY PUBLIC LIBRARY BOARD OF TRUSTEES MINUTES**

Leon Valley Public Library  
6425 Evers Road, Leon Valley, TX 78238  
Thursday, June 9, 2022 at 5:30 p.m.

---

1. Call to Order and determine if a quorum is present
  - Board Chair called the meeting to order at 5:32pm
  - Quorum was present:
    - Clare Brown, Chair: Present
    - Barbara Owens: Present
    - Carol Poss: Present
    - Linda Crews: Present
    - Maryanna Christensen: Present
    - Kathleen Kelly List: Absent
2. Citizens to be heard

No Citizens to be heard
3. Discussion and Possible Action on the Following Minutes:

05-12-2022 Library Board of Trustees Minutes – postponed by action: Motion Linda Crews, Second Barbara Owens
4. Presentation and Discussion of the Capital Facilities Survey Results Related to the Leon Valley Public Library Annex (Capital Facilities Oversight Committee Member, William Johnson)

William Johnson presented the survey results to the Library Board of Trustees and answered questions from board members.
5. Presentation and Discussion on an Alternative Suggestion to the Capital Facilities Survey Results Related to the Leon Valley Public Library Annex (Kyle Johnson)

Kyle Johnson presented alternative suggestions to buildings for the annex and answered questions from the board members.
6. Presentation, Discussion, and Possible Action on Creating a Leon Valley Public Library Annex Committee

The Board will serve as the committee.
7. Presentation, Discussion, and Possible Action on Library Board of Trustees Bylaws

Tabled for further review. Motion Linda Crews, Second Maryanna Christensen

8. Discussion on Library Volunteer Appreciation Dinner

Discussed the dinner; Try to schedule for Volunteer Appreciation Week in 2023

9. Library Director's Report

- a. Library Director presented Stats
- b. Library Director presented Upcoming programs
- c. Library Director presented Grants

10. Friends of the Library Update

Carol Poss is resigning from the Friends of the Leon Valley Public Library

11. Trustee Announcements

12. Adjournment


Adjourned at 7:16pm Motion: Barbara Owens, Second: Linda Crews

Passed and approved the 10<sup>th</sup> day of November 2022.

APPROVED:

  
Clare Brown, Chair

ATTEST:

  
Regina Reed, Liaison



## LEON VALLEY PUBLIC LIBRARY BOARD OF TRUSTEES MINUTES

Leon Valley Public Library  
6425 Evers Road, Leon Valley, TX 78238  
Thursday, May 12, 2022 at 5:30 p.m.

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1. Call to Order and determine if a quorum is present
  - Board chair called the meeting to order at 5:36pm
  - Quorum was present
    - Clare Brown, Chair: Present
    - Barbara Owens: Present
    - Carol Poss: Present
    - Linda Crews: Present
    - Maryanna Christensen: Present
    - Kathleen Kelly List: Unexcused Absence
2. Citizens to be heard  
No Citizens to be heard.
3. Discussion and Possible Action on the Following Minutes:  
04-14-2022 Library Board of Trustees Minutes: a motion was move and a second was accepted to approve the minutes.
4. Presentation, Discussion, and Possible Action on Library Board of Trustees Bylaws  
There was a presentation of sample bylaws and the board discussed the bylaws. No action was taken.
5. Discussion and Possible Action on Library Volunteer Appreciation Dinner  
The Volunteer Appreciation Dinner was set for May 18, 2022.
6. Discussion on Annual Board Report to City Council  
No presentation needed at this time.
7. Library Director's Report
  - Presented Stats
  - Presented Upcoming programs
  - Presented Grants
8. Friends of the Library Update  
Ms. Poss provided an update to the Friends of the Library.
9. Trustee Announcements  
No Announcements
10. Adjournment  
Meeting was adjourned at 6:50pm.

Passed and approved the 10<sup>th</sup> day of November 2022.

APPROVED:



Clare Brown, Chair

ATTEST:



Regina Reed, Liaison



**NOTICE OF PUBLIC MEETING**  
**LEON VALLEY PUBLIC LIBRARY BOARD OF TRUSTEES MINUTES**  
Thursday, November 10, 2022 at 5:30 p.m.

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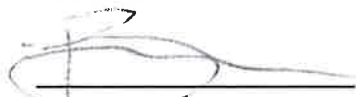
- 1. Call to Order and determine if a quorum is present**  
Quorum is present; Called to order at 5:54 by Maryanna Christensen
- 2. Citizens to be heard**  
No Citizens to be heard
- 3. Discussion and Possible Action on the Following Minutes:**
  - a. 05-12-2022 Library Board of Trustees Minutes**  
Approved, Motion by Maryanna Christensen and Second by Linda Crews
  - b. 06-09-2022 Library Board of Trustees Minutes**  
Approved, Motion by Maryanna Christensen and Second by Linda Crews
- 4. Presentation, Discussion, and Possible Action on Library Board of Trustees Bylaws**  
Move to postpone until next meeting Maryanna Christensen, Second by Barbara Owens
- 5. Presentation, Discussion, and Possible Action on Library Policies**  
Approved, Motion by Maryanna Christensen, Second by Linda Crews
- 6. Presentation and Discussion on Breakfast with Santa 2022**  
Discussion
- 7. Library Director's Report**  
Library Director, Regina Reed, provided updates on stats, programs, and grants
- 8. Friends of the Library Update**  
Update provided by Maryanna Christensen, Friends of the Library President
- 9. Trustee Announcements**  
Barbara Owens requested to review the donations policy at the next agenda.
- 10. Adjournment**  
Adjourned, Motion to adjourn Barbara Owens, Second Clare Brown

Passed and Approved the 12<sup>th</sup> day of January 2023

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

Clare Brown, Chair

ATTEST:

  
\_\_\_\_\_  
Regina Reed, Liaison



**City of Leon Valley  
PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
6:30 PM – DECEMBER 14, 2022  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238**

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

Chair Catherine Rowse called the Planning and Zoning Commission meeting to order at 6:35 PM.

**PRESENT**

Chair	Cassie Rowse	Place 5
1st Vice Chair	Edward Alonzo	Place 1
2nd Vice Chair	Erick Matta	Place 6
Commissioner	Philip Campos	Place 3
Commissioner	Richard Blackmore	Place 7
2nd Alternate	Andrea Roofe	
3rd Alternate	David Perry	

**ABSENT**

Commissioner	Pat Martinez	Place 4	Excused
1st Alternate	Kimberly Bohl		Excused
Council Liaison	Benny Martinez	Council Place 1	

Also in attendance were Public Works Director Melinda Moritz, and Permit Technicians Elizabeth Aguilar and Melissa Nott.

**2. APPROVAL OF ZONING COMMISSION MINUTES**

- 1. Planning & Zoning Commission – Regular Meeting – November 16, 2022

Commissioner Campos made a motion to approve the minutes, which was seconded by Commissioner Erick Matta. The motion carried unanimously.

**3. NEW BUSINESS**

- 1. To consider and make a recommendation on Zoning Case 2022-36, a request for a zone change from B-1 Small Business District, with SO, Sustainability Overlay District Zoning to R-3 Multi-Family Dwelling District, on a 0.854-acre tract of land located in the 7500 block of Huebner Road between Hoofs and Evers.

Staff member Melinda Moritz presented the case information and a discussion was held by the Commissioners and the applicant regarding the future plans for the property, parking, future traffic impact and whether or not to impose the Sustainability Overlay District on the property as well.

Commissioner Edward Alonzo made a motion to recommend approval of the request with the stipulation that the Sustainability Overlay District remain on the property. The motion was seconded by Commissioner Andrea Roofe, and the motion carried unanimously.

Voting Yea: Chair Rowse, and Commissioners Alonzo, Roofe, Matta, Campos, Blackmore, and Perry.

Voting Nay: None.

2. Discussion and Action – Recommendation to fill vacant Place 2 Commissioner’s Seat – Commissioners

Commissioner Blackmore made a motion for 2<sup>nd</sup> Alternate Roofe to fill the vacant Place 2 Commissioner’s Seat, which was seconded by Commissioner Philip Campos, and the motion carried unanimously.

Voting Yea: Chair Rowse, and Commissioners Blackmore, Campos, Alonzo, Matta, Roofe and Perry.

Voting Nay: None.

4. ANNOUNCEMENTS BY COMMISSIONERS AND CITY STAFF

Staff Member Moritz wished the Commissioners a Great Christmas and Happy New Year.

Commissioner Philip Campos thanked all staff for their hard work.


Commissioner Richard Blackmore wish all staff, fire, and police a Merry Christmas.


5. ADJOURNMENT

Chair Catherine Rowse announced the meeting adjourned at 6:58 PM.

*These minutes approved by the Leon Valley Planning & Zoning Commission on the 24<sup>th</sup> of January 2023.*

APPROVED

  
CATHERINE ROWSE  
CHAIR

ATTEST:   
ELIZABETH AGUILAR  
PERMIT TECHNICIAN



**City of Leon Valley**  
Investment Quarterly Report  
Quarter Ending December 31, 2022


This report is in compliance with the policies and strategies contained in the City of Leon Valley Investment Policy and the Public Funds Investment Act (Chapter 2256)

**As of September 30, 2022**

Beginning Book Value	\$ 15,881,383.00
Beginning Market Value	\$ 15,881,383.00
Unrealized Gain/(Loss)	\$ -
Weighted Average to Maturity	1 day

**As of December 31, 2022**

Beginning Book Value	\$ 16,295,631.18
Beginning Market Value	\$ 16,295,631.18
Unrealized Gain/(Loss)	\$ -
Weighted Average to Maturity	1 day



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Yvonne Acuna, Assistant Finance Director



---

Crystal Caldera, City Manager

**City of Leon Valley**  
**Investment Quarterly Report**  
**Quarter Ending December 31, 2022**

<b>Fund</b>	<i>*Cash</i> <b>Frost</b>	<i>Investment</i> <b>TexPool</b>	<b>Total</b>
<b><i>Unassigned:</i></b>			
General Fund	284,519.11	4,817,080.79	5,101,599.90
Water/Sewer/Stormwater	757,837.74	4,104,608.18	4,862,445.92
<b><i>Restricted:</i></b>			
Traffic Safety	385,073.65	1,473,271.84	1,858,345.49
ARP Funds	159,438.86	1,906,221.04	2,065,659.90
LEOSE Funds	7,142.04	-	7,142.04
Community Center	28,883.45	223,505.32	252,388.77
Debt Service	241,498.96	292,685.42	534,184.38
Street Maintenance	236,427.03	961,315.22	1,197,742.25
Crime Control District	167,985.21	343,535.63	511,520.84
Police Forfeiture Federal	110,726.03	187,447.98	298,174.01
Police Forfeiture State	-	10,748.36	10,748.36
MC Building Security	9,072.26	44,519.09	53,591.35
MC Technology	(7,427.76)	33,972.52	26,544.76
Child Safety	5,868.53	46,547.25	52,415.78
Capital Projects	(536,872.57)	-	(536,872.57)
	<b>\$ 1,850,173</b>	<b>\$ 14,445,459</b>	<b>\$ 16,295,631</b>



**City of Leon Valley**  
**Investment Quarterly Report**  
**Quarter Ending December 31, 2022**

Funds are invested as following:

Type of Investment	Yield	Book Value 9/30/2022	Market Value 9/30/2022	Book Value 12/31/2022	Market Value 12/31/2022	Percent of Total Portfolio
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**Cash - Bank Account**

Checking - Frost	0.01%	2,308,449	2,308,449	1,850,173	1,850,173	11%
Bank Total	0.01%	\$ 2,308,449	\$ 2,308,449	\$ 1,850,173	\$ 1,850,173	11%

**Certificates of Deposit - CDs**

N/A	-	-	-	-	-	-
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CD Total

**Investment Pools**

TextPool	0.04%	13,572,934	13,572,934	14,445,459	14,445,459	89%
Investment Pool Total	0.04%	\$ 13,572,934	\$ 13,572,934	\$ 14,445,459	\$ 14,445,459	89%
TOTAL PORTFOLIO	0.04%	\$ 15,881,383	\$ 15,881,383	\$ 16,295,631	\$ 16,295,631	100%

**BENCHMARK YIELD**

Type of Investment	Date	Yield	Date	Yield
13 Week T-Bill	9/29/2022	3.3430%	12/29/2022	4.4590%



## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 7, 2023  
**TO:** Mayor and Council  
**FROM:** Melinda Moritz, Public Works Director  
**THROUGH:** Crystal Caldera, City Manager  
**SPONSORS(S):** Councilmember Josh Stevens

**SUBJECT:** Consider Approval of an Ordinance Amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 to Create a New Section 3.02.001 and Revising Appendix A Fee Schedule, Article A8.000 Building and Construction Related Fees, Section A8.015 Renter's Registration to Require Registration of Vacant Structures and Assign Appropriate Fees (1st Read Held on January 17, 2023)

### **PURPOSE**

This item is to consider amending Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 and Appendix A Fee Schedule, Article A8, Section A8.015 to require registration of and the payment of a fee for vacant structures. The city does not have many vacant structures at any given time, but the few times we have, it has been difficult to keep them from being vandalized and then also to locate the responsible party to have the buildings repaired after damage has been done.

This addition to the Code of Ordinances would require owners of vacant buildings to register the building, submit the names of the responsible parties, provide telephone and other contact information on a 24/7 basis, allow for inspections, and to keep the structures in good condition until such time as they are reoccupied.

In addition to knowing who the responsible party is, there is also a need to know what's in the building. Currently, the only way for the Fire or Police Departments to know the square footage of each building floor is to request the building records from records storage. These old records do not show what revisions have been made to the floor plans over the years. The new Ordinance would require the owner to submit a building square footage plan and itemize any hazardous or other substances being stored, which aids in potential firefighting situations.

Also required is a plan of action for leasing or selling the building, for maintaining the premises, which includes providing for security, lighting, and alarm systems, and for updating the plan of action at least once every six months. The buildings would be reinspected annually to assure they continue to be in good condition. The new

Ordinance requires the owners to carry full coverage insurance, with the City being named as an additional insured party.

**SEE LEON VALLEY**

Social Equity – Upkeep of vacant buildings improves the overall image of the city as a safe place to live and work.

Economic Development – By knowing what buildings are vacant and possibly available for sale or lease, and whom to contact about the structure allows city staff to also soft market these structures to potential buyers and/or lessees.

Environmental Stewardship – Assuring hazardous materials are not being stored in an unsafe condition assists with keeping these materials out of our creeks and rivers.

**FISCAL IMPACT**

The proposed fee for the registration would be the same as for a Certificate of Occupancy, which is \$125.00; however, if the building requires a reinspection, the fee would be \$95.00, as our Building Inspector charges \$65 for each inspection and the remaining \$30 would cover the Fire Marshall’s inspection. The fee would be an annual charge. The current regulations in Appendix A Fee Schedule address renter’s registration, which we no longer require, so the vacant building fees would replace this section.

**STRATEGIC GOALS**

Objective #3 – Create, review, enforce, and adopt codes that impact development.

**RECOMMENDATION**

At City Council discretion.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**AN ORDINANCE AMENDING THE LEON VALLEY CODE OF ORDINANCES, CHAPTER 3 BUILDING REGULATIONS, ARTICLE 3.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS, DIVISION 1. GENERALLY, SECTION. 3.02.001 – 3.02.050 – RESERVED TO ADD A NEW SECTION 3.02.001 VACANT BUILDINGS; REPLACING APPENDIX A FEE SCHEDULE, ARTICLE A8.000 BUILDING AND CONSTRUCTION RELATED FEES, SECTION A8.015 RESIDENTIAL RENTAL AND INSPECTION FEES WITH A NEW SECTION A8.015 VACANT BUILDING REGISTRATION AND INSPECTION FEES; DEFINING TERMS; PROVIDING REQUIREMENTS AND PROCEDURES; PROVIDING DEFENSES; PROVIDING AN APPEALS PROCESS FOR THE DENIAL OR REVOCATION OF A CERTIFICATE OF REGISTRATION; PROVIDING SIGNAGE REQUIREMENTS; PROVIDING INSURANCE REQUIREMENTS; REQUIRING A VACANT BUILDING PLAN; AND REQUIRING FEES FOR REGISTRATION AND INSPECTION; PROVIDING A PENALTY NOT TO EXCEED \$2,000; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, vacant buildings in the City of Leon Valley, if left unoccupied and unmonitored, may and have fallen into various states of disrepair, becoming a haven for criminal activity, creating a fire hazard, and creating a blight on the area; and

**WHEREAS**, it is the City’s intent to provide for the health, safety, and welfare of all citizens by reducing the threats posed by such unmonitored and unmaintained buildings by the creation of a vacant building registration program, and

**WHEREAS**, the creation of a vacant building registration program will also ensure that fire and police personnel have immediate access to vacant building ownership and contact information to allow them to contact owners immediately when a structure has been damaged or vandalized, reducing the threat of any further damage and encouraging more responsiveness and action in the eventual repair of the structure;

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

**Section 1.** That Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 is here by revised as stated in Exhibit A attached hereto.

**Section 2.** That Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.002-3.02.050 are reserved for future use.

**Section 3.** That Appendix A Fee Schedule, Article A8.000 Building and Construction Related Fees, Section A8.015 Renter’s Registration be repealed and replaced as follows:

“Sec. A8.015 Vacant Building Registration and Inspection Fees

(a) Annual Registration Fee: \$125.00

(b) Reinspection fee: \$95.00”

**Section 4.** This ordinance shall become effective on and after its passage, approval and the meeting of all publication requirements as provided by law.

**Section 5.** 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 Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes 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 7th day of February 2023.

APPROVED

\_\_\_\_\_

CHRIS RILEY

MAYOR

Attest :

\_\_\_\_\_

SAUNDRA PASSAILAIGUE, TRMC

City Secretary

Approved as to Form:

\_\_\_\_\_

NICOLE WARREN

City Attorney

## Exhibit A

### Vacant Building Registration Program Ordinance

Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes, Division 1 Generally, Section 3.02.001 is here by revised as follows:

#### “Division 1 Generally

#### Section 3.02.001 Vacant Building Registration Program

##### Section 3.02.001.1 Definitions

In this Section:

Building - means a structure for the support or shelter of any use or occupancy.

City – means the City of Leon Valley.

Certificate of Registration – means a certificate of registration issued by the director under this chapter to the owner or operator of a vacant building.

Director – means the director of the department designated by the City Manager to enforce and administer this chapter and includes any representatives, agents, or department employees designated by the director.

Dwelling Unit – means one or more rooms designated to be a single housekeeping unit to accommodate one family and containing one or more kitchens, one or more bathrooms, and one or more bedrooms.

Occupied – means that one or more persons conduct business in or reside in at least fifty percent (50%) of the total area of the building (excluding stairwells, elevator shafts, and mechanical rooms) as the legal or equitable owner, operator, lessee, or invitee on a permanent, nontransient basis, pursuant to and within the scope of the valid certificate of occupancy.

Owner – means a person in whom is vested the ownership or title of the real property, including but not limited to:

- a. The holder of a fee simple title;
- b. The holder of a life estate;
- c. The holder of a leasehold estate for an initial term of five (5) years or more;
- d. The buyer in a contract for deed;
- e. A mortgagee, receiver, executor, or trustee in control of the real property;
- f. The named grantee in the last recorded deed; and
- g. Not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person – means any individual, corporation, organization, partnership, association, governmental entity, or any other legal entity.

Premise or Property – means a lot, plot, or parcel of land, including any structures on such land.

Registrant – means a person issued a certificate of registration for a vacant building under this division.

Structure – means 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 defined manner.

Vacant Building – means a commercial or industrial building located within the city limits of the City of Leon Valley that, regardless of its structural condition, is not occupied or is occupied by a person without legal right of occupancy. There is a presumption of vacancy if all lawful uses in the buildings have ceased or reasonably appear to have ceased.

### **Section 3.02.001.2 Authority of Director**

The Director shall implement and enforce this division and may by written order establish such rules, regulations, or procedures, not inconsistent with this division, as the director determines are necessary to discharge any duty under or to effect the policy of this division.

### **Section 3.02.001.3 Delivery of Notices**

Any written notice that the director is required to give an applicant or registrant under this chapter is deemed to be delivered:

- a. On the date the notice is hand delivered to the applicant or registrant; or
- b. Three (3) days after the date the notice is placed in the United States mail with proper postage and properly addressed to the applicant or registrant at the address provided for the applicant or registrant in the most recent registration application.

### **Section 3.02.001.4 Violations; Penalty**

a. A person who violates a provision of this division, or who fails to perform an act required of the person by this division, commits an offense. A person commits a separate offense each day or portion of day during which the violation is committed, permitted, or continued.

b. Criminal Penalties:

1. An offense under this division is punishable by a fine not to exceed \$2,000.
2. An offense under this division is punishable by a fine of not less than \$500 for a first conviction of a violation of this division.
3. The minimum fine established under subsection b. 2. will be doubled for the second conviction of the same offense within any 24-month period and trebled

- for a third and subsequent convictions of the same offense within a 24-month period. At no time shall the fine exceed the maximum fine established in subsection b.1. above.
4. As an alternative to imposing the criminal penalty prescribed in subsection b. above, the city may impose administrative penalties, fees, and court costs as authorized by Section 54.044 of the Texas Local Government Code for an offense of this Division.
  5. The penalties provided for in subsections a. and b. are in addition to any other enforcement remedies that the city may have under city ordinances and state or federal law.

**Section 3.02.001.5                      Registration and Inspection of Buildings**

- a. A person commits an offense if the person owns or operates a vacant building without a valid certificate of registration. A separate certificate of registration is required for each street address at which any vacant building is located, regardless of any separate occupied buildings that may also be located at the same street address. If more than one vacant building is located at the same street address, only one certificate of registration is required for all the vacant buildings.
- b. It is a defense to prosecution under this section that:
  1. The building was occupied within the 45-day period preceding the date of the offense;
  2. At the time of the alleged offense, the building was in the process of being renovated, rehabilitated, repaired, or demolished (pursuant to appropriate and valid permits being issued by the Building Inspector (if required) and had been occupied within the 90-day period preceding the date of the alleged offense.
  3. At the time of the alleged offense, the building was in the process of being actively marketed and advertised for lease or for sale and had been occupied within the 90-day period preceding the date of the alleged offense.
  4. Within the 90-day period preceding the date of the offense, the building suffered damage or destruction from fire, flood, storm, or similar event that rendered the building incapable of being occupied, except that this defense does not apply if the building was rendered incapable of being occupied by the intentional act of the owner, operator, lessee, or other invitee or an agent of an owner, operator, lessee, or other invitee; or
  5. The building was owned by the City of Leon Valley, the Northside Independent School District, the State of Texas, or the United States government.

**Section 3.02.001.6                      Registration Application**

- a. To obtain a certificate of registration for a vacant building, a person must submit an application on a form provided for that purpose to the director. The applicant



must be the person who will own, control, or operate the vacant building. The application must contain all the following information:

1. The name, street address, mailing address, and telephone number of the applicant or the applicant's authorized agent.
  2. The name all street addresses, and the main telephone number, if any, of the vacant building, and a description of the type of property it is (such as, but not limited to, a commercial building, apartment complex, warehouse, hotel, boarding home, group home, loft, townhome, condominium, or single-family residence).
  3. The names, street addresses, mailing addresses, and telephone numbers of all owners of the vacant building and any lien holders and other persons with a financial interest in the vacant building.
  4. The name, street address, mailing address, and telephone number of a person or persons to contact in an emergency.
  5. The form of business of the applicant (and owner, if different from the applicant), the name, street address, mailing address, and telephone number of a high managerial agent of the business and, if the business is a corporation or association, a copy of the documents establishing the business.
  6. Proof of insurance required by this section.
  7. The number of buildings (including vacant and occupied buildings), dwelling units, swimming pools, and spas located in or on the premises of the vacant building.
  8. Documentary evidence of payment of ad valorem taxes owned in connection with the vacant building and the premises on which it is located.
  9. The total area in square feet of the vacant building, the number of stories contained in the vacant building, the area in square feet of each story, and whether each story is above or below ground.
  10. The date on which the vacant building was last occupied, a description of the last use, and a description of any hazardous materials, uses, or conditions that currently exist or previously existed in the vacant building.
  11. Such additional information as the applicant desires to include or that the director deems necessary to aid in the determination of whether the request certificate of registration should be granted.
- b. If the application for registration is being made for multiple vacant buildings located at the same address, then the information required in subsection (a) above must be provided for each vacant building located at that address.
  - c. A registrant shall notify the director within ten (10) days after any material change in the information contained in the application for certificate of registration for a vacant building, including any changes in the ownership of the property.

**Section 3.02.001.7 Registration Fee and Inspection Charge**

The fees for a certificate of registration and inspections shall be as stated in Appendix A Fee Schedule. The certificate of registration will be valid for a period of one year, at which time additional inspection will be required and a new certificate of registration issued.

**Section 3.02.001.8 Issuance, Denial, and Display of Certificate of Registration**

- a. Upon payment of all fees, the director shall issue a certificate of registration for a vacant building to the applicant, if the director determines that:
  - 1. The applicant has complied with all requirements for the issuance of a certificate of registration
  - 2. The applicant has not made a false statement as to material matter in the application;
  - 3. The applicant has no outstanding fees assessed under this Division.
- b. If the director determines that the requirements of subsection (a) have not been met, the director shall deny a certificate of registration to the applicant.
- c. If the director determines that the applicant should be denied a certificate of registration, the director shall deliver written notice to the applicant that the application is denied and include in the notice the reasons for such denial and a statement informing the applicant of his right to appeal the decision.
- d. A certificate of registration issued under this section must be displayed to the public in a manner and location approved by the director. The certificate must be presented upon request to the director or to a peace officer for examination.

**Section 3.02.001.9 Revocation of Registration**

- a. The director shall revoke a certificate of registration for a vacant building if the director determines:
  - 1. The registrant failed to comply with any provision of this Division or any other city ordinance or state or federal law applicable to the building.
  - 2. The registrant intentionally made a false statement as to a material matter in the application or in a hearing concerning the certificate of registration; or
  - 3. The registrant failed to pay a required fee at the time it was due.
- b. Before revoking a certificate of registration, the director shall deliver written notice to the registrant that the certificate of registration is being considered for revocation. The notice must include the reason for the proposed revocation, action the registrant must take to prevent the revocation, and a statement that the registrant has ten (10) days after the date of delivery to comply with the notice.
- c. If, after ten (10) days from the date the notice is delivered, the registrant has not complied with the notice, the director shall revoke the certificate of registration and

deliver written notice of the revocation to the registrant. The notice must include the reason for the revocation, the date the director orders the revocation, and a statement informing the registrant of the right to appeal.

**Section 3.02.001.10 Appeals**

If the director denies issuance or renewal or revokes a certificate of registration of a vacant building, this action is final unless the applicant or registrant files an appeal with the City Council.

**Section 3.02.001.11 Expiration and Renewal of Registration**

- a. A certificate of registration for a vacant building expires the earlier of:
  - 1. One year after date of issuance;
  - 2. The date the vacant building changes controlling ownership, as determined by the director;
  - 3. The date the vacant building become occupied, as determined by the director;
  - 4. The date the vacant building is demolished, as determined by the director.
- b. A certificate of registration may be renewed by making application in accordance with Section 3.02.001.7 and paying the registration fee and inspection charge as required by Appendix A Fee Schedule. A registrant shall apply for renewal no later than 30 days prior to the expiration of the certificate of registration.

**Section 3.02.001.12 Nontransferability**

A certificate of registration for a vacant building is nontransferable.

**Section 3.02.001.13 Property Inspections**

- a. For the purpose of ascertaining whether violations of this Division or any other city ordinance or state or federal law applicable to the building exist, the director is authorized at a reasonable time to inspect:
  - 1. The exterior of a vacant building
  - 2. The interior of a vacant building, if the permission of the owner, operator, or other person in control is given or a search warrant is obtained.
- b. The director shall cause an inspection of the vacant building at least once during each twelve-month period that the building is not occupied.
- c. Whenever a vacant building is inspected and a violation of this division or another city ordinance or state or federal law applicable to the building is found, the building or premises will, after the expiration of any time limit for compliance given in a notice or order issued because of the violation, be reinspected by the director to determine that the violation has been eliminated.

### **Section 3.02.001.13            Emergency Response Information**

- a. An owner, operator, or other person in control of a vacant building shall provide the director with the name, street address, mailing address, and telephone number of a person or persons who can be contacted twenty-four hours per day, seven days a week, in the event of an emergency condition in or on the premises of the vacant building. An emergency condition includes any fire, flood, natural disaster, collapse hazards, burst pipe, serious police incident, or other condition that requires an emergency response to prevent harm to the property or the public.
- b. The owner, operator, or other person in control of the vacant building shall notify the director within five days after any change in emergency repose information.
- c. The owner, operator, or other person in control of a vacant building, or an authorized agent, must arrive at the premises of the vacant building within one hour after a contact person named under this section has been notified by the city or emergency response personnel that an emergency condition had occurred on the premises.
- d. A sign containing the emergency contact information required in subsection a of this section must be attached in a conspicuous location on the exterior of each façade of the vacant building that faces a public right of way.
- e. The sign required by this section must:
  1. Comply with the City’s sign regulations
  2. Be twenty-four inches (24”) tall and eighteen inches (18”) wide and constructed of a rigid weather resistant material
  3. Contain the words “Vacant Building” in a 2-3/8 inch high and 2-inch-wide black letters on a bright yellow background, followed by the information required in this section.
  4. Be in a format approved by the director
  5. Be readable day and night
- f. A person commits an offense if he removes or obstructs or allows the removal or obstruction of a sign required to be posted on a vacant building under this section. It is a defense to the prosecution under this subsection that the removal or obstruction was caused by:
  1. A city employee in the performance of his duties
  2. The owner, operator, or lessee of the vacant building for the purpose of:
    - A. Repairing or maintaining the sign;
    - B. Complying with this division or a rule or regulation promulgated under this division
    - C. Removing the sign when registration of the vacant building is no longer required under this section.
- g. A minor variation of a required minimum height or width of a sign or lettering is not a violation of this section.

**Section 3.02.001.14 Insurance**

- a. The registrant shall procure, prior to the issuance of a certificate of registration, and keep in full force and effect at all times during the registration period, commercial general liability insurance coverage (including, but not limited to, premise/operations and personal and advertising injury) protecting the City of Leon Valley against any and all claims for damages to persons or property as a result of, or arising out of, the registrant's operation, maintenance, or use of the vacant building, with minimum combined bodily injury, including death, and property damage limits of not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.
- b. The insurance policy must be written by an insurance company approved by the state of Texas and acceptable to the City and issued in a standard form approved by the Texas Department of Insurance. All provisions of the policy must be acceptable to the city and must name the city as an additional insured and provide for 30 days written notice to the director of cancellation, non-renewal, or material change to the insurance policy.
- c. A registrant shall provide to the director an updated certificate of insurance for the vacant building every six months that the building is required to be registered under this Division.

**Section 3.02.001.15 Vacant Building Plan**

- a. Within 30 days after the date a certificate of registration is used for a vacant building, the registrant shall submit to the director a vacant building plan complying with this section.
- b. The vacant building plan must include:
  - 1. A plan of action and a time schedule for correcting all existing violations of this division or any other city ordinances or state or federal law applicable to the building or its premises.
  - 2. A plan of action for maintaining the building and its premises in compliance with this division and any other city ordinances or state or federal law.
  - 3. A plan of action for maintaining the building and a safe and secure manner, including, but not limited to, any provision for lighting, security patrols, alarm systems, fire suppression systems, and securing the building from unauthorized entry.
  - 4. A plan of action for occupying or selling the building, including, but not limited to a time schedule for renovating or repairing the building and a time schedule for marketing, advertising, or offering the building for sale or lease.
  - 5. A plan of action and time schedule for any demolition of the building.

- c. A registrant may update the vacant building plan at any time but shall provide the director with an updated vacant building plan at least once every six months that the building is required to be registered under this division.

# Creation of a Vacant Building Registration Program

Melinda Moritz  
Public Works Director  
City Council Meeting  
February 7, 2023

# Summary

- Question
  - Should the City Council amend the Code of Ordinances create a vacant building registration program with a fee structure
  - Options
    1. Approve as written
    2. Approve with amendments
    3. Denial
  - Declaration
    - At City Council discretion



# Request

- To amend Chapter 3 Building Regulations, Article 3.02 Technical and Construction Codes to add a Section 3.02.001 Vacant Building Registration, to create a vacant building registration program
- To charge appropriate fees for this program by amending Appendix A Fee Schedule to revise Section A8.15 from Renter's Registration Fees to Vacant Building Registration Fees

# Background

- City has had a few vacant buildings, both residential and nonresidential, that have fallen into disrepair and become unsafe
- In response to this, City has adopted a Substandard Building, and the 2021 International Residential and International Existing Building Codes
- None of these require a building owner to register a vacant building, provide full coverage insurance, nor devise a plan of action to keep the building secure
- The adoption of the new code will remedy this

# Purpose

- New code will require vacant building owners to register the building, submit names & numbers of responsible parties, provide contact information on a 24/7 basis, allow for inspections, and to keep the structures in good condition until they are reoccupied
- Currently, the only way for the Fire or Police Departments to know the square footage of each building floor is to request the building records from records storage
- Old records don't depict what revisions have been made to the floor plans over the years

# Purpose

- New code will require owner to submit building square footage plan & itemize any hazardous / other substances being stored, which aids in potential firefighting situations
- Also required is a plan of action for leasing, selling, demolishing the building, for maintaining the premises, including providing for security, lighting, and alarm systems, and for updating the plan of action at least once every six months
- Vacant buildings are to be reinspected annually to assure they continue to be in good condition
- New code will require owners to carry full coverage insurance, with City being named as an additional insured

# Fiscal Impact

- Also being revised is Appendix A Fee Schedule, Section A8.015 which was Renter's Registration
- Will now be Vacant Building Registration
- Fee for required annual registration - \$125
  - Same as Certificate of Occupancy
- Fees for reinspection - \$95
  - \$65 Building Inspector
  - \$30 Fire Marshall
  - Does not include staff time/software usage

# Recommendation

- At City Council discretion

# S.E.E. Statement

Social Equity: Upkeep of vacant buildings improves the overall image of the city as a safe place to live and work

Economic Development: By knowing what buildings are vacant and possibly available for sale or lease, and whom to contact about the structure allows city staff to also soft market these structures to potential buyers and/or lessees

Environmental Stewardship: Assuring hazardous materials are not being stored in an unsafe condition assists with keeping these materials out of our creeks and rivers

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 07, 2023

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Discussion and Possible Action on a Resolution a Resolution of the City Council of the City of Leon Valley Ordering and Establishing Procedures for a General Election in the City of Leon Valley, Texas to Elect Three Council Members: (Places 1, 3 And 5) by the Qualified Voters of the City of Leon Valley; Authorizing the City Manager to Sign a Joint Election Agreement with the Bexar County Elections Administrator for the Conduct of Said Elections, and Providing Details Relating to the Conduct of Holding the Election, Authorizing the Use of the Leon Valley Conference Center on the 6th Day of May, 2023, for Election Day Voting, And The Use Of The Leon Valley Conference Center, Located At 6421 Evers Road, Leon Valley, Texas, 78238, for Early Voting (April 24, 2023 Through May 02, 2023)

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

### **PURPOSE**

A resolution ordering a General Election in the City of Leon Valley, Texas, to Elect Three Council Members: (Places 1, 3 And 5) by the Qualified Voters of the City of Leon Valley; to authorize the City Manager to enter into a Joint Election Agreement; and to designate Jacquelyn F. Callanen, Bexar County Elections Administrator, as the Election Administrator to conduct such election.

### **BACKGROUND**

The City may contract with Bexar County to participate in the Joint Election, which will make the voting process more convenient for the citizens of Leon Valley and also significantly reduce the cost to the City for conducting the election.

In a Joint Election situation, the City will appoint Jacquelyn F. Callanen, Bexar County Elections Administrator, as the Election Administrator of the election in the resolution ordering the Election. The County will conduct both Early Voting and Election Day operations. During the Early Voting period, citizens of Leon Valley will be able to vote at any designated Bexar County polling place for the elections of the City. The election staff, voting forms, and equipment will be provided by the Bexar County Elections Division. The City will still be



responsible for producing the required documents, notifications and reporting and canvassing of the election results.

Participating members of the Joint Election are charged for Bexar County Elections Division services and equipment on a pro-rata basis. The process to determine the cost per city is as follows:

- The total number of voting precincts for the participating entities is determined.
- The number of voting precincts for each participant is divided by the total number of voting precincts.
- The number obtained is the percentage of the total cost of the election that the entity pays.

The City Secretary will be responsible for posting all public notices in connection with the Joint Election. The Bexar County Elections Administrator shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under § 4.003 of the Election Code.

**SEE LEON VALLEY**

Social – The electoral process enables residents of Leon Valley who are qualified voters to engage in the promotion and provision of a superior quality of life.

Economic – *Not applicable*

Environmental – *Not applicable.*

**FISCAL IMPACT**

The City will see a cost savings by participating in the Joint Election. Cost of this election is authorized in the current Fiscal Year Budget.

**RECOMMENDATION**

City staff recommends approval.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

RESOLUTION No. 23-\_\_\_\_R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEON VALLEY ORDERING AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION IN THE CITY OF LEON VALLEY, TEXAS TO ELECT THREE COUNCIL MEMBERS: (PLACES 1, 3 AND 5) BY THE QUALIFIED VOTERS OF THE CITY OF LEON VALLEY; AUTHORIZING THE CITY MANAGER TO SIGN A JOINT ELECTION AGREEMENT WITH THE BEXAR COUNTY ELECTIONS ADMINISTRATOR FOR THE CONDUCT OF SAID ELECTIONS, AND PROVIDING DETAILS RELATING TO THE CONDUCT OF HOLDING THE ELECTION, AUTHORIZING THE USE OF THE LEON VALLEY CONFERENCE CENTER ON THE 6<sup>th</sup> DAY OF MAY, 2023, FOR ELECTION DAY VOTING, AND THE USE OF THE LEON VALLEY CONFERENCE CENTER, LOCATED AT 6421 EVERS ROAD, LEON VALLEY, TEXAS, 78238, FOR EARLY VOTING (APRIL 24, 2023 THROUGH MAY 02, 2023).**

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**WHEREAS**, the laws of the State of Texas and the City of Leon Valley, provide that on May 06, 2023, there shall be elected three members of Council for this City in Places 1, 3 and 5; and

**WHEREAS**, the laws of the State of Texas further provide that Section 3.001 of the Election Code of the State of Texas is applicable to said elections, and in order to comply with said Code, an Order should be passed ordering said election and establishing the procedure to be followed in said election, and designating the voting place for said election; and

**WHEREAS**, the laws of the State of Texas provide that the Election Code of the State of Texas is applicable to said election, and to comply with said Code, a resolution should be passed ordering said election.

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

**Section one.** Election ordered. The City of Leon Valley, Texas City Council hereby orders an election for the positions of three City Council Members, Places 1, 3 and 5 as provided in the Order of Elections for the City of Leon Valley, Texas attached below.

**Section two.** Applications filed. That all candidates at the election to be held on Saturday May 06, 2023 for the above-mentioned offices file their applications to become candidates with the City Secretary, or designee at City Hall, 6400 El Verde Rd., Leon Valley, Texas 78238 on or after 7:30 a.m. on Wednesday, January 18, 2023 and before 5:00 p.m. on Friday, February 17, 2023, and that all applications be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

**Section three. Polling places.** The polling place at which said elections shall be held is at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas and at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, and the polls at the above designated polling place shall on said Election Day be open from 7:00 a.m. to 7:00 p.m. Bexar County Elections Department may designate additional polling places within the City’s corporate limits.

**Section four. Form of ballot.** Voting at such elections shall be by ExpressVote Voting System and paper ballot to follow the Texas’ Help America Vote Act.

**Section five. Election supervision.** The Bexar County Elections Department shall conduct, supervise, and administer said elections. Bexar County Elections Administrator Jacquelyn F. Callanen is appointed as Elections Administrator and shall appoint the election officials including the Presiding Judge and Clerks.

**Section six. Election Administrator.** The City Council designates Bexar County Elections Administrator Jacquelyn F. Callanen as Early Voting Clerk. The Early Voting Clerk may appoint Deputy Clerks. The Early Voting Clerk’s mailing address is as follows: Jacquelyn F. Callanen, Early Voting Clerk, Bexar County Elections Administrator, 1103 S. Frio, Suite 100, San Antonio, Texas 78207.

**Section seven. Early Voting Ballot Board.** The Early Voting Clerk shall designate individuals to serve as the Early Voting Ballot Board, which will canvass all early voting.

**Section eight. Early voting.** Early voting by personal appearance for the above designated general and special elections (the “election”) shall be at the Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, and said place of early voting shall remain open on: Monday, April 24, 2023 through Friday, April 28, 2023 from 8:00 a.m. to 6:00 p.m.; Saturday, April 29, 2023 from 10:00 a.m. to 6:00 p.m.; Sunday, April 30, 2023 - Closed; and Monday, May 01, 2023 and Tuesday, May 02, 2023 from 8:00 a.m. to 8:00 p.m. (These dates and time are subject to change). The above place for early voting by personal appearance is not the Early Voting Clerk’s address to which ballot applications and ballots voted by mail must be sent.

**Section nine. Designation of additional early voting locations.** The Bexar County Elections Administrator and/or Commissioners Court may designate additional early voting locations and times throughout Bexar County. Voting shall be by ExpressVote Voting System and mail ballots shall be by paper ballot to follow the Texas’ Help America Vote Act.

**Section ten. Voter qualification.** Said elections shall be held in accordance with the Election Code of this State, and only resident qualified voters of said City shall be eligible to vote in said elections.

**Section eleven. Notice.** The Mayor shall give notice of these elections as directed by the provisions of Sections 4.004, 83.001, 85.004 and 85.007 of the Election Code and other applicable law, and all necessary orders and writs for said elections shall be issued by proper authority.

**Section twelve. Canvass.** In accordance with Chapter 1 § 1.03.003 of the City of Leon Valley Code of Ordinances, a City Council meeting will be called on the fifth day after the date of the election, excluding Sundays, or as soon as possible after the fifth day to canvass the ballots. The City Secretary shall post written notice of the date, place and subject of this meeting at the City Hall, in a place convenient and readily accessible to the public and said notice having been so posted and remaining posted continuously for at least 72 hours proceeding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

**Section thirteen.** Said Election shall be held under the provisions of Ordinances of the City of Leon Valley, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and amendments thereof, insofar as same may be applicable.

## ORDER OF ELECTIONS FOR THE CITY OF LEON VALLEY, TEXAS

An election is hereby ordered to be held on Saturday, May 06, 2023 for the purpose of:  
**Electing Three Members to City Council (Places 1, 3 and 5)**

Early voting by personal appearance will be conducted each weekday at:  
**The City of Leon Valley Conference Center at 6421 Evers Rd., Leon Valley, Texas 78238**

**Hours of early voting are** April 24, 2023 through April 28, 2023 from 8:00 a.m. to 6:00 p.m.; Saturday, April 29, 2023 from 10:00 a.m. to 6:00 p.m.; Sunday, April 30, 2023 - closed; Monday, May 01, 2023 and Tuesday, May 02, 2023 from 7:00 a.m. to 7:00 p.m. (Dates and times are subject to change). **Applications for ballot by mail shall be mailed to:** Jacquelyn F. Callanen Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207 **Applications for ballots by mail must be received no later than the close of business on April 25, 2023**

[SIGNATURE PAGE TO FOLLOW]

Issued this the 7<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Council Place 1

\_\_\_\_\_  
Signature of Council Place 2

\_\_\_\_\_  
Signature of Council Place 3

\_\_\_\_\_  
Signature of Council Place 4

\_\_\_\_\_  
Signature of Council Place 5

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 7th day of February 2023.

**APPROVED**

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

Attest :

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

Approved as to Form: City Attorney

\_\_\_\_\_  
**NICOLE WARREN**  
City Attorney

RESOLUCIÓN Nro. 23-\_\_\_\_R

**UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE LA CIUDAD DE LEON VALLEY PARA ORDENAR Y ESTABLECER LOS PROCEDIMIENTOS PARA UNA ELECCIÓN GENERAL EN LA CIUDAD DE LEON VALLEY, TEXAS, PARA ELEGIR TRES MIEMBROS DEL CONSEJO: (POSICIONES 1, 3 Y 5) POR PARTE DE LOS VOTANTES HABILITADOS DE LA CIUDAD DE LEON VALLEY; AUTORIZANDO AL ADMINISTRADOR DE LA CIUDAD A FIRMAR UN ACUERDO DE ELECCIÓN CONJUNTA CON EL ADMINISTRADOR DE ELECCIONES DEL CONDADO DE BEXAR PARA LA CELEBRACIÓN DE DICHAS ELECCIONES, Y PROPORCIONANDO DETALLES RELATIVOS A LA CELEBRACIÓN DE DICHA ELECCIÓN, AUTORIZANDO EL USO DEL CENTRO DE CONFERENCIAS DE LEON VALLEY EL DÍA 6 DE MAYO DE 2023 PARA LA VOTACIÓN DEL DÍA DE ELECCIÓN, Y EL USO DEL CENTRO DE CONFERENCIAS DE LEON VALLEY, UBICADO EN 6421 EVERS ROAD, LEON VALLEY, TEXAS, 78238, PARA LA VOTACIÓN ADELANTADA (DEL 24 DE ABRIL DE 2023 HASTA EL 2 DE MAYO DE 2023, INCLUSIVE).**

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**EN VISTA DE QUE** las leyes del Estado de Texas y de la Ciudad de Leon Valley disponen que el 6 de mayo de 2023 habrá electos tres miembros del Consejo para esta Ciudad en las Posiciones 1, 3 y 5; y

**EN VISTA DE QUE** las leyes del Estado de Texas además disponen que la Sección 3.001 del Código Electoral del Estado de Texas se aplica a dichas elecciones y, a fin de cumplir con el mencionado Código, se debería aprobar una Orden que ordene dicha elección y establezca el procedimiento a seguir en ella, y que designe el lugar de votación para dicha elección; y

**EN VISTA DE QUE** las leyes del Estado de Texas disponen que el Código Electoral del Estado de Texas se aplica a dicha elección y, a fin de cumplir con el mencionado Código, se debería aprobar una resolución que ordene dicha elección.

**AHORA, POR LO TANTO, EL CONSEJO DE LA CIUDAD DE LA CIUDAD DE LEON VALLEY, TEXAS, RESUELVE Y ORDENA:**

**Sección uno. Elección ordenada.** Por la presente, el Consejo de la Ciudad de la Ciudad de Leon Valley, Texas, ordena una elección para las posiciones de tres miembros del Consejo de la Ciudad, Posiciones 1, 3 y 5 según lo dispuesto en la Orden de Elecciones para la Ciudad de Leon Valley, Texas, anexo a continuación.

**Sección dos. Solicitudes presentadas.** Que todos los candidatos en la elección a celebrarse el sábado 6 de mayo de 2023 para los cargos mencionados antes deben presentar sus solicitudes para convertirse en candidatos ante el Secretario de la Ciudad o su representante designado en el City Hall en 6400 El Verde Rd., Leon Valley, Texas 78238 a partir de las 7:30 a.m. del miércoles 18 de enero de 2023 y antes de las 5:00



p.m. del viernes 17 de febrero de 2023, y que todas las solicitudes deben estar en una forma como lo prescribe la Sección 141.031 del Código Electoral del Estado de Texas.

**Sección tres. Lugares de votación.** El lugar de votación en el cual se celebrarán dichas elecciones es Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, y Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, y las casillas electorales en el lugar de votación designado anteriormente estarán abiertas de 7:00 a.m. a 7:00 p.m. dicho Día de Elección. El Departamento de Elecciones del Condado de Bexar puede designar lugares de votación adicionales dentro de los límites corporativos de la Ciudad.

**Sección cuatro. Forma de la boleta.** La votación en dichas elecciones se realizará mediante el sistema de votación ExpressVote y boletas de votación de papel, para cumplir con la Ley Ayude a América a Votar de Texas.

**Sección cinco. Supervisión de la elección.** El Departamento Electoral del Condado de Bexar llevará a cabo, supervisará y administrará dichas elecciones. Se designa como Administradora de Elecciones a la Administradora de Elecciones del Condado de Bexar, Jacquelyn F. Callanen, quien deberá designar a los funcionarios electorales, entre ellos, al Juez Presidente y a los Oficiales.

**Sección seis. Administradora de elecciones.** El Consejo de la Ciudad designa a la Administradora de Elecciones del Condado de Bexar, Jacquelyn F. Callanen, como Oficial de Votación Adelantada. La Oficial de Votación Adelantada puede designar suboficiales. La dirección postal de la Oficial de Votación Adelantada es la siguiente: Jacquelyn F. Callanen, Early Voting Clerk, Bexar County Elections Administrator, 1103 S. Frio, Suite 100, San Antonio, Texas 78207.

**Sección siete. Consejo de boletas de votación adelantada.** La Oficial de Votación Adelantada designará a las personas que fungirán como Consejo de Boletas de Votación Adelantada, que escrutará todos los votos adelantados.

**Sección ocho. Votación adelantada.** La votación adelantada en persona para las elecciones generales y especiales anteriormente designadas (la "elección") se llevará a cabo en Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, y dicho lugar de votación adelantada permanecerá abierto del lunes 24 de abril de 2023 al jueves 27 de abril de 2023, de 8:00 a.m. a 6:00 p.m.; el viernes 28 de abril de 2023 - cerrado; el sábado 29 de abril de 2023 de 8:00 a.m. a 8:00 p.m.; el domingo 30 de abril de 2023 - cerrado; y del lunes 01 de mayo de 2023 y el martes 2 de mayo de 2023 de 8:00 a.m. a 8:00 p.m. (Estas fechas y horarios están sujetos a cambios). El lugar para la votación adelantada en persona anterior no es la dirección de la Oficial de Votación Adelantada a la que deben enviarse las solicitudes de boletas de votación y los votos emitidos por correo.

**Sección nueve.** Designación de lugares de votación adelantada adicionales. La Administradora de Elecciones del Condado de Bexar y/o el Tribunal de Comisionados pueden designar lugares y horarios de votación adelantada adicionales en todo el Condado de Bexar. La votación se realizará mediante el sistema de votación ExpressVote y la votación por correo será mediante boletas de votación de papel para cumplir con la Ley Ayude a América a Votar de Texas.

**Sección diez.** Requisito para habilitación de votantes. Dichas elecciones se llevarán a cabo de acuerdo con el Código Electoral de Texas y solamente votantes habilitados residentes de dicha Ciudad serán elegibles para votar en dichas elecciones.

**Sección once.** Aviso. El Alcalde dará aviso de estas elecciones según lo indicado por las disposiciones de las Secciones 4.004, 83.001, 85.004 y 85.007 del Código Electoral y otras leyes aplicables, y todas las órdenes necesarias y escritos para dichas elecciones serán emitidos por la autoridad pertinente.

**Sección doce.** Escrutinio. En conformidad con el Capítulo 1 § 1.03.003 del Código de Ordenanzas de la Ciudad de Leon Valley, se convocará una asamblea del Consejo de la Ciudad el quinto día después de la fecha de la elección, salvo domingos, o lo antes posible después del quinto día para realizar el escrutinio de las boletas de votación. El Secretario de la Ciudad colocará un aviso escrito con la fecha, el lugar y el asunto de esta asamblea en el City Hall (Alcaldía), en un lugar conveniente y fácilmente accesible para el público, y dicho aviso deberá colocarse así y permanecer colocado por al menos 72 horas corridas con anterioridad a la fecha programada para dicha asamblea. Se deberá adjuntar una copia de la declaración de dicha colocación a las actas de esta asamblea y se deberá incorporar a ellas para toda intención y propósito.

**Sección trece.** Dicha Elección se celebrará bajo las disposiciones de las Ordenanzas de la Ciudad de Leon Valley, la Constitución y las leyes del Estado de Texas y la Ley de Derecho al Voto de 1965, así como sus enmiendas, en la medida que las mismas puedan ser aplicables.

## ORDEN DE ELECCIONES PARA LA CIUDAD DE LEON VALLEY, TEXAS

Por la presente se ordena la celebración de una elección a realizarse el sábado 6 de mayo de 2023 con el propósito de:

**Elegir tres miembros para el Consejo de la Ciudad (Posiciones 1, 3 y 5)**

La votación adelantada en persona se llevará a cabo cada día de la semana en:

**El Centro de Conferencias de la Ciudad de Leon Valley en 6421 Evers Rd., Leon Valley, Texas 78238**

**El horario de votación es del lunes 24 de abril de 2023 al jueves 27 de abril de 2023 de 8:00 a.m. a 6:00 p.m.; viernes 28 de abril de – Cerrado; sábado 29 de abril de 2023 de 8:00 a.m. a 8:00 p.m.; domingo 30 de abril de 2023 - Cerrado; y lunes 1 de mayo de 2023 y martes 2 de mayo de 2023 de 8:00 a.m. a 8:00 p.m. (La fechas y horarios están sujetos a cambios). **Las solicitudes de boletas de votación por correo deben ser enviadas por correo a:** Jacquelyn F. Callanen, Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207. **Las solicitudes de boletas de votación por correo deben recibirse a más tardar al cierre de operaciones el 25 de abril de 2023****

**[PÁGINA DE FIRMAS A CONTINUACIÓN]**

Emitido este día 7 de febrero de 2023.

\_\_\_\_\_  
Firma del Alcalde

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 1

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Firma del Concejal, Posición Nro. 2

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Firma del Concejal, Posición Nro. 3

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Firma del Concejal, Posición Nro. 4

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Firma del Concejal, Posición Nro. 5

**ACEPTADA, ADOPTADA Y APROBADA** por el Consejo de la Ciudad de la Ciudad de Leon Valley este día 7 de febrero de 2023.

**APROBADA**

\_\_\_\_\_  
**CHRIS RILEY**  
ALCALDE

Atestigua:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
Secretaria de la Ciudad

Aprobada en cuanto a su Forma: Abogada de la Ciudad

\_\_\_\_\_  
**NICOLE WARREN**  
Abogada de la Ciudad



# Ordering a General Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

# Purpose

## Call Election for the Following:

- **General Election** to elect three members of Council for this City in Places 1, 3, and 5

# Purpose - Continued

- To designate Jacquelyn F. Callanen, Bexar County Elections Administrator, as the Elections Administrator to conduct such election;
- To authorize the City Manager to sign a Joint Election Agreement with the Bexar County Elections Administrator for the conduct of said elections; and
- To authorize the use of the Leon Valley Conference Center on the 6th day of May 2023, for Election Day voting and for Early Voting.

# Background

- The City has an option to participate in the Bexar County Joint Election to increase convenience to citizens and reduce expenses.
  - Bexar County conducts both Early Voting and Election Day Activities
  - Bexar County provides election staff, equipment and supplies
  - Participating entities are charged on a pro-rata basis
  - If election is cancelled, City drops out and owes nothing to Bexar County



# Background (cont'd)

- Early Voting and Election Day
  - Qualified Voters are able to vote at any designated Bexar County polling location.
    - Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas and a list of other poll sites within the County will be available on the City's website.
    - April 24, 2023, through May 02, 2023
- Election Day Voting will also be conducted at Leon Valley Conference Center.
  - Saturday, May 06, 2023
  - 7:00 a.m. to 7:00 p.m.

# Background (cont'd)

- General Voting Information
  - Publication
    - *San Antonio Express News*
    - ENews
    - The Echo
    - Lion's Roar
    - City's Website and other Social Media
- Voting Opportunities.
  - Ballot by Mail
  - Curbside Voting
    - Please call 210-335-0362 to request curbside voting by appointment or arrival
  - Early Voting
  - Election Day

# Fiscal Impact

- City will see a cost savings by participating in this Joint Election.



# Ordering a General Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

**RESOLUTION No. 23-00\_R**

**A RESOLUTION OF THE CITY OF LEON VALLEY, TX., CITY COUNCIL ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 06, 2023 IN THE CITY OF LEON VALLEY FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSITION RELATING TO THE CONTINUATION OR DISSOLUTION OF THE LEON VALLEY CRIME CONTROL AND PREVENTION DISTRICT AND THE ADOPTION OF A LOCAL SALES AND USE TAX AT A RATE OF ONE-EIGHTH OF ONE PERCENT PURSUANT TO CHAPTER 363 OF THE TEXAS LOCAL GOVERNMENT CODE**

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**WHEREAS,** the Leon Valley City Council continuation of the Leon Valley Crime Control and Prevention District; and

**WHEREAS,** the temporary Board of Directors has coordinated its efforts with local law enforcement officials and agencies to assist in the formulation of a two-year Crime Control Plan and two-year Budget Plan.

**WHEREAS,** the temporary Board of Directors conducted a public hearing on August 20 2013 pursuant to Chapter 363 of the Texas Local Government Code.

**WHEREAS,** the temporary Board of Directors adopted a two-year Crime Control Plan and two-year Budget Plan at its August 20, 2013 meeting.

**WHEREAS,** the temporary Board of Directors presented the two-year Crime Control Plan and two-year Budget Plan at the August 20, 2013 meeting of the Leon Valley City Council.

**WHEREAS,** the Leon Valley City Council held a public hearing to receive public input. and approved the two-year Crime Control Plan and two-year Budget Plan at its August 20, 2013 meeting; and

**WHEREAS,** the Leon Valley Crime Control and Prevention District Temporary Board of Directors may now order an election on the creation of the Leon Valley Crime Control and Prevention District and the proposed sales and use tax at the rate of one-eighth of one percent to Leon Valley voters on the November 5, 2013 uniform election date;

**WHEREAS,** the citizens of Leon Valley voted in favor of the continuation of the Leon Valley Crime Control and Prevention District and the proposed sales and use tax at the rate of one-eighth of one percent at the November 06, 2018 Election.

**NOW THEREFORE BE IT ORDAINED BY THE LEON VALLEY CRIME CONTROL AND PREVENTION DISTRICT BOARD OF DIRECTORS OF THE CITY OF LEON VALLEY, TEXAS:**

That an election be held in the City of Leon Valley, Texas, on Saturday, the 6th day of May 2023, (hereinafter the "Election") for the purpose of submitting to the voters a proposition relating to the continuation or dissolution of the Leon Valley Crime Control and Prevention District and the adoption of a local sales and use tax at a rate of one-eighth of one percent pursuant to Chapter 363 of the Texas Local Government Code. The Election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on May 06, 2023, which is a uniform election date as defined in the Texas Election Code, as amended (the "Code").

At the election, the following proposition shall be submitted and shall be printed on the ballots to permit voters to vote "FOR" or "AGAINST" the proposition:

"The continuation of the Leon Valley Crime Control and Prevention District dedicated to crime reduction programs and the adoption of a proposed local sales and use tax at a rate of one-eighth of one percent."

Said Election shall be held under the provisions of Ordinances of the City of Leon Valley, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and amendments thereof, insofar as same may be applicable.

This resolution shall constitute the Order of the Election.

The following places are designated as polling places for the May 06, 2023, Special Election. The polling place locations shall be published in the Notice of Election as required by law.

Jacquelyn Callanen is hereby appointed as Early Voting Clerk for the Election. Early voting by mail shall be conducted in conformance with the requirements of the Code. The main early voting polling place is hereby designated to be the Bexar County Elections Center, 1103 S. Frio, San Antonio, Texas 78207. Ballot applications and ballots voted by mail shall be sent to: Jacquelyn Callanen, Early Voting Clerk, 1103 S. Frio, San Antonio, Texas 78207.

Early voting in person in the Election shall be conducted by the Early Voting Clerk at the following Leon Valley location:

A. Leon Valley Community Center, 6421 Evers Road, Leon Valley, Texas 78240

B. In addition to the early voting polling location located within the City, Leon Valley voters may vote at all early voting polling locations maintained by Bexar County throughout the County.

The Bexar County Elections Administrator and/or Commissioners Court may designate additional early voting locations and times throughout Bexar County. Voting shall be by ES&S Direct Electronic Recording (DRE) iVotronic and mail ballots shall be by paper ballot to be in compliance with Texas' Help America Vote Act.

Said elections shall be held in accordance with the Election Code of this State, and only resident qualified voters of said City shall be eligible to vote in said elections.

The Mayor shall give notice of these elections as directed by the provisions of Sections. 4.004, 83.310, 85.004 and 85.007 of the Election Code and other applicable law, and all necessary orders and writs for said elections shall be issued by proper authority. Returns of said elections shall be made to the City Council members immediately after the closing of the polls and counting is completed.

A City Council meeting will be called to meet Tuesday, June 06, 2023 at 6:00 p.m. to canvass the ballots. The City Secretary shall post written notice of the date, place, and subject of this meeting at the City Hall, in a place convenient and readily accessible to the public and said notice having been so posted and remaining posted continuously for at least 72 hours proceeding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

**ORDER OF ELECTIONS FOR THE CITY OF LEON VALLEY, TEXAS**

An election is hereby ordered to be held on Saturday, May 06, 2023 for the purpose of:

**FOR or AGAINST**

**"THE CONTINUATION OF THE LEON VALLEY CRIME CONTROL AND PREVENTION DISTRICT DEDICATED TO CRIME REDUCTION PROGRAMS AND THE ADOPTION OF A PROPOSED LOCAL SALES AND USE TAX AT A RATE OF ONE-EIGHTH (1/8) OF ONE PERCENT."**

Early voting by personal appearance will be conducted each weekday at:

**The City of Leon Valley Conference Center at 6421 Evers Rd., Leon Valley, Texas 78238**

**Hours of early voting are** April 24, 2023 through April 28, 2023 from 8:00 a.m. to 6:00 p.m.; Saturday, April 29, 2023 from 10:00 a.m. to 6:00 p.m.; Sunday, April 30, 2023 - closed; Monday, May 01, 2023 and Tuesday, May 02, 2023 from 7:00 a.m. to 7:00 p.m. (Dates and times are subject to change). **Applications for ballot by mail shall be mailed to:** Jacquelyn F. Callanen Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207 **Applications for ballots by mail must be received no later than the close of business on April 25, 2023**

**[SIGNATURE PAGE TO FOLLOW]**

Issued this the 7<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Council Place 1

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Signature of Council Place 2

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Signature of Council Place 3

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Signature of Council Place 4

\_\_\_\_\_  
Signature of Council Place 5

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley  
this the 7th day of February 2023.

**APPROVED**

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

Attest:

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

Approved as to Form: City Attorney

\_\_\_\_\_  
**NICOLE WARREN**  
City Attorney



## RESOLUCIÓN NRO. 23-00\_R

### RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE LA CIUDAD DE LEON VALLEY, TEXAS QUE ORDENA UNA ELECCIÓN ESPECIAL PARA CELEBRARSE EL 6 DE MAYO DE 2023 EN LA CIUDAD DE LEON VALLEY CON EL PROPÓSITO DE PRESENTAR A LOS VOTANTES UNA PROPOSICIÓN RELACIONADA CON LA CONTINUACIÓN O DISOLUCIÓN DEL DISTRITO DE CONTROL Y PREVENCIÓN DE CRÍMENES DE LEON VALLEY Y LA ADOPCIÓN DE UN IMPUESTO LOCAL A LAS VENTAS Y AL USO A UNA TASA DE UN OCTAVO DEL UNO POR CIENTO DE ACUERDO CON EL CAPÍTULO 363 DEL CÓDIGO DE GOBIERNO AUTÓNOMO DE TEXAS

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**EN VISTA DE QUE** la continuación del Distrito de Control y Prevención de Crímenes de Leon Valley; y

**EN VISTA DE QUE** la Junta Directiva temporal ha coordinado sus esfuerzos con los funcionarios de policía y agencias locales para asistir en la formulación de un Plan de control de crímenes de dos años y un Plan de presupuesto de dos años.

**EN VISTA DE QUE** la Junta Directiva temporal llevó a cabo una audiencia pública el 20 de agosto de 2013 en conformidad con el Capítulo 363 del Código de Gobierno Autónomo de Texas.

**EN VISTA DE QUE** la Junta Directiva temporal adoptó un Plan de control de crímenes de dos años y un Plan de presupuesto de dos años en su asamblea del 20 de agosto de 2013.

**EN VISTA DE QUE** la Junta Directiva temporal presentó un Plan de control de crímenes de dos años y un Plan de presupuesto de dos años en la asamblea del 20 de agosto de 2013 del Consejo de la Ciudad de Leon Valley.

**EN VISTA DE QUE** el Consejo de la Ciudad de Leon Valley llevó a cabo una audiencia pública para recibir la opinión del público y aprobó el Plan de control de crímenes de dos años y el Plan de presupuesto de dos años en su asamblea del 20 de agosto de 2023; y

**EN VISTA DE QUE** la Junta Directiva temporal del Distrito de Control y Prevención de Crímenes de Leon Valley ahora puede ordenar una elección para la creación del Distrito de Control y Prevención de Crímenes de Leon Valley y el impuesto de ventas y uso propuesto a la tasa de un octavo del uno por ciento a los votantes de Leon Valley el 5 de noviembre de 2013, fecha uniforme de elecciones;

**EN VISTA DE QUE** los ciudadanos de Leon Valley votaron a favor de la continuación del Distrito de Control y Prevención de Crímenes de Leon Valley y el impuesto de ventas y uso propuesto a la tasa de un octavo del uno por ciento en la elección del 6 de noviembre de 2018.

**AHORA, POR LO TANTO, LA JUNTA DIRECTIVA DEL DISTRITO DE CONTROL Y PREVENCIÓN DE CRÍMENES DE LEON VALLEY DE LA CIUDAD DE LEON VALLEY, TEXAS ORDENA:**

Que se celebre una elección en la Ciudad de Leon Valley, Texas, el sábado 6 de mayo de 2023, (en lo sucesivo, la “Elección”) con el propósito de presentar a los votantes una proposición relacionada con la continuación o disolución del Distrito de Control y Prevención de Crímenes de Leon Valley y la adopción de un impuesto de ventas y uso local a una tasa de un octavo de un por ciento en conformidad con el Capítulo 363 del Código de Gobierno Autónomo de Texas. La Elección se llevará a cabo en horario de 7:00 a.m. a 7:00 p.m. el 6 de mayo de 2023, la cual es una fecha uniforme de elecciones según se define en el Código Electoral de Texas, y sus enmiendas (el “Código”).

En la elección, se presentará la siguiente proposición y se imprimirá en las boletas para permitir a los votantes votar “A FAVOR” o “EN CONTRA” de la proposición:

“La continuación del Distrito de Control y Prevención de Crímenes de Leon Valley dedicado a programas de reducción de crímenes y la adopción de un impuesto de ventas y uso propuesto a una tasa de un octavo del uno por ciento”.

Dicha Elección se celebrará bajo las disposiciones de las Ordenanzas de la Ciudad de Leon Valley, la Constitución y las leyes del Estado de Texas y la Ley de Derechos al Voto de 1965, así como sus enmiendas, en la medida que las mismas puedan ser aplicables. Esta resolución constituirá la Orden de la Elección.

Los siguientes lugares se han designado como lugares de votación para la Elección Especial del 6 de mayo de 2023. Las ubicaciones de los lugares de votación se publicarán en el Aviso de Elección como lo exige la ley.

Por la presente se designa Jacquelyn Callanen como Oficial de Votación Adelantada de la Elección. La votación adelantada por correo se realizará en conformidad con los requisitos del Código. El lugar principal de votación adelantada designado por la presente es el Bexar County Elections Center, 1103 S. Frio, San Antonio, Texas 78207. Las solicitudes de boletas de votación y los votos emitidos por correo se deben enviar a: Jacquelyn Callanen, Early Voting Clerk, 1103 S. Frio, San Antonio, Texas 78207.

La votación adelantada en persona en la Elección la llevará a cabo el Oficial de Votación Adelantada en la siguiente ubicación de Leon Valley:

A. Leon Valley Community Center, 6421 Evers Road, Leon Valley, Texas 78240

B. Además del lugar de votación adelantada ubicado en la Ciudad, los votantes de Leon Valley pueden votar en todos los lugares de votación adelantada mantenidos por el Condado de Bexar en todo el Condado.

La Administradora de Elecciones del Condado de Bexar y/o el Tribunal de Comisionados pueden designar lugares y horarios de votación adelantada adicionales en todo el Condado de Bexar. La votación se realizará mediante el sistema electrónico de registro directo (DRE) iVotronic de ES&S y la votación por correo será mediante boletas de votación de papel, a fin de cumplir con la Ley Ayuda a América a Votar de Texas.

Dichas elecciones se llevarán a cabo de acuerdo con el Código Electoral de Texas y solamente votantes habilitados residentes de dicha Ciudad serán elegibles para votar en dichas elecciones.

El Alcalde dará aviso de estas elecciones según lo indicado por las disposiciones de las Secciones 4.004, 83.001, 85.004 y 85.007 del Código Electoral y otras leyes aplicables y todas las órdenes necesarias y escritos para dichas elecciones serán emitidos por la autoridad pertinente. Los resultados de dichas elecciones serán entregados a los miembros del Consejo de la Ciudad inmediatamente después del cierre de las casillas electorales y de completar el conteo.

Se convocará a una asamblea del Consejo de la Ciudad para reunirse el martes 6 de mayo de 2023 a las 6:00 p.m. para escrutar las boletas de votación. El Secretario de la Ciudad colocará un aviso escrito con la fecha, el lugar y el asunto de esta asamblea en la Alcaldía, en un lugar conveniente y fácilmente accesible para el público, y dicho aviso deberá colocarse así y permanecer colocado por al menos 72 horas corridas con anterioridad a la fecha programada para dicha asamblea. Se deberá adjuntar una copia de la declaración de dicha colocación a las actas de esta asamblea y se deberá incorporar a ellas para toda intención y propósito.

## **ORDEN DE ELECCIONES PARA LA CIUDAD DE LEON VALLEY, TEXAS**

Por la presente se ordena la celebración de una elección a realizarse el sábado 6 de mayo de 2023 con el propósito de:

### **A FAVOR o EN CONTRA**

**“LA CONTINUACIÓN DEL DISTRITO DE CONTROL Y PREVENCIÓN DE CRÍMENES DE LEON VALLEY DEDICADO A PROGRAMAS DE REDUCCIÓN DE CRÍMENES Y LA ADOPCIÓN DE UN IMPUESTO DE VENTAS Y USO PROPUESTO A UNA TASA DE UN OCTAVO (1/8) DEL UNO POR CIENTO”.**

La votación adelantada en persona se llevará a cabo cada día de la semana en:

**El Centro de Conferencias de la Ciudad de Leon Valley en 6421 Evers Rd., Leon Valley, Texas 78238**

**El horario de votación es** del lunes 24 de abril de 2023 al martes 27 de abril de 2023 de 8:00 a.m. a 6:00 p.m.; viernes 28 de abril de – Cerrado; sábado 29 de abril de 2023 de 8:00 a.m. a 8:00 p.m.; domingo 30 de abril de 2023 - Cerrado; y lunes 1 de mayo de 2023 y martes 2 de mayo de 2023 de 8:00 a.m. a 8:00 p.m. (Las fechas y horarios están sujetos a cambios). **Las solicitudes de boletas de votación por correo deben ser enviadas por correo a:** Jacquelyn F. Callanen Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207.

**[PÁGINA DE FIRMAS A CONTINUACIÓN]**

Emitido este día 7 de febrero de 2023.

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Firma del Alcalde

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 1

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Firma del Concejal, Posición Nro. 2

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Firma del Concejal, Posición Nro. 3

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Firma del Concejal, Posición Nro. 4

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Firma del Concejal, Posición Nro. 5

**ACEPTADA, ADOPTADA Y APROBADA** por el Consejo de la Ciudad de la Ciudad de Leon Valley este día 7 de febrero de 2023.

**APRUEBA**

\_\_\_\_\_  
**CHRIS RILEY**  
ALCALDE

Atestigua:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
Secretaria de la Ciudad

Aprobada en cuanto a su forma: Abogada de la Ciudad

\_\_\_\_\_  
**NICOLE WARREN**  
Abogada de la Ciudad



# Ordering a Special Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

# Purpose

## Call Election for the Following:

- **Special Election** to present to the qualified voters of the City of Leon Valley, Texas:

1. To vote “FOR” or “AGAINST” the proposition:

"The continuation of the Leon Valley Crime Control and Prevention District dedicated to crime reduction programs and the adoption of a proposed local sales and use tax at a rate of one-eighth of one percent."

2. To vote “FOR” or “AGAINST” the proposition to:

"The reauthorization of the local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized."

# Purpose - Continued

- To designate Jacquelyn F. Callanen, Bexar County Elections Administrator, as the Elections Administrator to conduct such election;
- To authorize the City Manager to sign a Joint Election Agreement with the Bexar County Elections Administrator for the conduct of said elections; and
- To authorize the use of the Leon Valley Conference Center on the 6th day of May 2023, for Election Day voting and for Early Voting.



# Background

- The City has an option to participate in the Bexar County Joint Election to increase convenience to citizens and reduce expenses.
  - Bexar County conducts both Early Voting and Election Day Activities
  - Bexar County provides election staff, equipment and supplies
  - Participating entities are charged on a pro-rata basis

# Background (cont'd)

- Early Voting and Election Day
  - Qualified Voters can vote at any designated Bexar County polling location.
    - Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas and a list of other poll sites within the County will be available on the City's website.
    - April 24, 2023, through May 02, 2023
- Election Day Voting will also be conducted at Leon Valley Conference Center.
  - Saturday, May 06, 2023
  - 7:00 a.m. to 7:00 p.m.

# Background (cont'd)

- General Voting Information
  - Publication
    - *San Antonio Express News*
    - ENews
    - The Echo
    - Lion's Roar
    - City's Website and other Social Media
- Voting Opportunities.
  - Ballot by Mail
  - Curbside Voting
    - Please call 210-335-0362 to request curbside voting by appointment or arrival
  - Early Voting
  - Election Day

# Fiscal Impact

- City will see a cost savings by participating in this Joint Election.



# Ordering a Special Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 07, 2023  
**TO:** Mayor and Council  
**FROM:** Sandra Passailaigue, City Secretary  
**THROUGH:** Crystal Caldera, City Manager  
**SUBJECT:** Appointing Members to the Citizens Police Advisory Committee.  
**SPONSOR(S):** N/A

**PURPOSE**

This item is placed on the Consent Agenda for City Council to appoint the following volunteers as stated below:

**CITIZENS POLICE ADVISORY COMMITTEE**

vacant - Mayor's Appointment - Term Expiring 05-31-2024

<b>CITIZEN'S POLICE ADVISORY COMMITTEE</b>					
(Meets as Needed)					
Name	Contact Info (NOT FOR PUBLIC RELEASE)	Position	Training Taken	Appointed	Term
Manuel Rubio <a href="mailto:ManuelR@Miraclebp.com">ManuelR@Miraclebp.com</a>	6217 Grissom Road, LVTX 78238 home: 210-680-6162 cell: 210-843-9564	Committee Member Council Place 1 Appointment		12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
Darby Riley <a href="mailto:darbyriley15@gmail.com">darbyriley15@gmail.com</a>	6939 Forest Way, LVTX 78240 home: 210-681-5884 work: 210-225-7236 ext. 1	Committee Member Council Place 1 Appointment	TOMA	12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
Erick Matta <a href="mailto:ertatta@gmail.com">ertatta@gmail.com</a>	7415 Canterfield Road, SATX 78240 cell: 210-347-9184	Chair Committee Member Council Place 2 Appointment	Ethics, TOMA, PIA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Ryan Brill <a href="mailto:rbrill5014@gmail.com">rbrill5014@gmail.com</a>	5318 Brisa Estate, SVTX 78238 cell: 210-284-5167	Committee Member Council Place 2 Appointment	PIA, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
John Saenz <a href="mailto:johnandjessicasaenz@gmail.com">johnandjessicasaenz@gmail.com</a>	6514 Thunderbird Drive, SATX 78240 cell: 361-548-3922	Secretary Committee Member Council Place 3 Appointment	PIA, TOMA	12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
Tom Nolan <a href="mailto:tnolanx02@gmail.com">tnolanx02@gmail.com</a>	6105 Sun Dial Street, LVTX 78238 cell: 210-508-3511	Vice Chair Committee Member Council Place 3 Appointment	PIA, TOMA	12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
Kim Crawford <a href="mailto:kcrawf27@yahoo.com">kcrawf27@yahoo.com</a>	7007 Forest Mont, SATX 78240 cell: 210-885-1383	Committee Member Council Place 4 Appointment	PIA, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Bill Stannard <a href="mailto:b.stannard@hotmail.com">b.stannard@hotmail.com</a>	6326 Stirrup Lane, SATX 78240 cell: 210-906-9394	Committee Member Council Place 4 Appointment	PIA, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Ty Chumbley <a href="mailto:Tchumbley@alamo.edu">Tchumbley@alamo.edu</a>	6431 Huebner Road, LVTX 78238 cell: 210-722-1622	Committee Member Council Place 5 Appointment	PIA, TOMA	12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
Michelle Rawls <a href="mailto:MRawls1207@cloud.com">MRawls1207@cloud.com</a>	6402 Handsome Lake Drive, LVTX 78238 home: 210-455-7608 cell: 210-606-1943	Committee Member Council Place 5 Appointment		12/21/2021 Res. No. 21-046R	Term Expires: 5/31/2023
		Committee Member Mayor's Appointment			Term Expires: 5/31/2024
Tina Chasan <a href="mailto:Lvtinachasan@gmail.com">Lvtinachasan@gmail.com</a>	6006 Forest Ridge, SATX 78240 cell: 210-819-4022	Committee Member Mayor's Appointment	Ethics, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Betty Heyl <a href="mailto:zoescritt@gmail.com">zoescritt@gmail.com</a>	6330 Stirrup Lane, SATX 78240 home: 210-684-5610 cell: 210-724-3921	Committee Member Mayor's Appointment	PIA, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Councilor Rey Orozco <a href="mailto:rey.orozco@leonvalleytexas.gov">rey.orozco@leonvalleytexas.gov</a>	N/A	Mayor Pro-Tem, Council Place 4 Council Liaison	PIA, TOMA	7/19/2022 Res. No. 22-021R	Term Expires: 5/31/2024
Kasey Burleson <a href="mailto:k.burleson@leonvalleytexas.gov">k.burleson@leonvalleytexas.gov</a>	N/A	Patrol LT, LVPD Staff Liaison	Ethics, PIA	N/A	N/A

**SEE LEON VALLEY**

Social – The City will encourage collaborative participation by its residents, businesses, and stakeholders. The City’s citizens participate by serving on boards, committees, and commissions. This encourages transparency, communication, and accountability.

Economic – N/A

Environmental – N/A

**FISCAL IMPACT**

None

**STRATEGIC GOALS**

N/A

**RECOMMENDATION**

City Council Discretion

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

RESOLUTION No. 23-\_\_R

**A RESOLUTION OF THE CITY OF LEON VALLEY CITY COUNCIL APPOINTING MEMBERS TO THE CITIZENS POLICE ADVISORY COMMITTEE**

**WHEREAS**, it is necessary to create boards, commissions and committees composed of volunteers from the community to perform specific functions for the City; and

**WHEREAS**, these boards, commissions and committees are invaluable to the City Council for their expertise, insight, and dedication to the City of Leon Valley; and

**WHEREAS**, the City Council formally **appoints** and sets the term for the following individuals to the:

**CITIZENS POLICE ADVISORY COMMITTEE**

\_\_\_\_\_ – Mayor’s Appointment - Term Expiring 05-31-2024

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

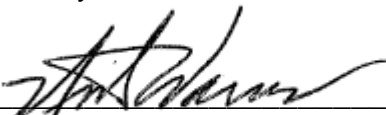
That the above listed applicants are hereby appointed and the term for this individual becomes effective immediately.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 7th day of February 2023.

**APPROVED**

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

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

Approved as to Form:   
**NICOLE WARREN**  
City Attorney



## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 7, 2023  
**TO:** Mayor and Council  
**FROM:** Mindy Teague, Planning and Zoning Director  
**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Presentation, Public Hearing, and Discussion to consider an Ordinance authorizing a zone change from R-1 Single Family Dwelling with Sustainability Overlay (SO) to R-3 Multi-Family Dwelling District with (SO) on an approximately 2.998-acre tract of land being Lot 1, Blk 1, CB 4429, Cherry Hill Subdivision, located at 5900 Wurzbach

### **PURPOSE**

A rezoning request has been received to rezone approximately 2.998 acres of land from R-1, Single Family Dwelling to R-3 Multiple Family Dwelling District. The parcel is located at 5900 Wurzbach Road, Lot 1 Blk 1, CB 4429, Cherry Hill Subdivision and is currently in use as an apartment complex.

### **History**

- 1969 – Zoned B-2 Retail
- 1973 – Platted as Lots 1 & 2, Block 1, Cherry Hill Subdivision Unit #1
- 1973 – Rezoned only Lot 2, from B-2 to R-3
- Apartments were previously allowed in a B-2 zoning district
- Owner intended to construct apartments on both lots, but City changed zoning code mid-way to only allow apartments in the newly created R-3 zoning district
- Complex has 92 units and was built in 1974

### **Notification**

Thirteen (13) letters were sent to surrounding property owners. As of this writing, Staff has not received any letters either in favor or in opposition, and one (1) have been returned undeliverable.

### **SEE LEON VALLEY**

*Social Equity* - Approval of this request allows for the continued multi-family use, which is consistent and compatible with existing surrounding uses.

*Economic Development* – Tenants in a multi-family zoning district shop locally and generate more sales tax revenue

*Environmental Stewardship* – Any structures rebuilt on this property would have to conform to the 2021 International Energy Code.

**FISCAL IMPACT:**

None- this is an existing apartment complex and already contributes to ad valorem and sales tax

**STRATEGIC GOALS**

None – housekeeping item.

**RECOMMENDATION**

At the January 24<sup>th</sup> Planning & Zoning meeting, the Commission recommended approval of this request.

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 GRANTING A ZONE CHANGE FROM R-1 SINGLE FAMILY DWELLING WITH SUSTAINABILITY OVERLAY (SO) TO R-3 MULTI-FAMILY DISTRICT WITH SUSTAINABILITY (SO), LOCATED AT 5900 WURZBACH ROAD, BEING A 2.998 ACRE TRACT OF LAND, LOT 1 BLK1 CB 4429, CHERRY HILL SUBDIVISION; PROVIDING FOR REPEALER, SEVERABILITY, AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS** Chapter 211 of the Vernon's Local Government Code empowers cities to enact zoning regulations and provide for their administration, enforcement, and amendment; and

**WHEREAS** the City has previously deemed it necessary and desirable to adopt zoning regulations to provide for the orderly development of property within the City, in order to promote the public health, safety, and welfare of the residents of the City; and

**WHEREAS** the Leon Valley Code of Ordinances Chapter 15 Zoning constitutes the City's Zoning regulations and requires the property to be zoned in accordance with proper designations as defined by the City; and

**WHEREAS** the Planning and Zoning Commission of the City of Leon Valley provided adequate notice and held a public hearing in accordance with Chapter 15 of the Leon Valley Code of Ordinances; and

**WHEREAS**, the Planning and Zoning Commission of the City of Leon Valley has recommended granting a zone change from R-1 Single Family Dwelling o R-3 Multi-Family Dwelling District, and

**WHEREAS**, the City Council, after proper notice and public hearing determined that the request is consistent and compatible with the surrounding zoning and with the City's Future Land Use Plan, and

**WHEREAS**, twenty percent (20%) or more of the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred [feet] (200') from such area did protest this change and the City Council, by affirmative vote of three-fourths (3/4) of all the members of the City Council, did vote to approve the change; and

**WHEREAS** the City Council of the City of Leon Valley now desires to grant the zone change, as requested at the subject location.

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

**SECTION 1.** A 2.998-acre tract of land, being part of Lot 1 Blk 1, CB 4429, Cherry Hill Subdivision, at 5900 Wurzbach Road, which is currently zoned R-1 Single Family District, with SO Sustainability Overlay District Zoning, shall hereafter bear the zoning classification of R-3 Multiple Family Dwelling with Sustainability Overlay District.

**SECTION 2.** That this Ordinance shall be cumulative of all provisions of the City of Leon Valley, Texas, except where provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event, conflicting provisions of such Ordinance are hereby repealed.

**SECTION 3.** That it is hereby declared to be the intention of the City Council of the City of Leon Valley that this Ordinance is not severable.

**SECTION 4.** The Ordinance shall be effective upon passage and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 21st day of February, 2023.

**APPROVED**

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
**NICOLE WARREN  
City Attorney**

# Rezoning Request PZ-2023-2 5900 Wurzbach

Mindy Teague  
Planning & Zoning Director  
City Council Meeting  
February 7, 2023

# Summary

- Question
  - City Council is being asked to consider the approval of an ordinance to authorize a zone change from R-1 Single Family Dwelling with Sustainability Overlay (SO) to R-3 Multiple Family Dwelling District with SO on an approximately 2.998-acre tract of land, being Lot 1, Blk 1, CB 4429, Cherry Hill Subdivision Unit #1
  - Located at 5900 Wurzbach
- Options
  1. Approval as requested
  2. Denial

# Request

- To rezone approximately 2.998 acres of land out of Lot 1 Blk 1 CB 4429, Cherry Hill Subdivision
- From R-1 Single Family Dwelling with SO to R-3 Multiple Family Dwelling with SO
- Tract is located at 5900 Wurzbach Rd

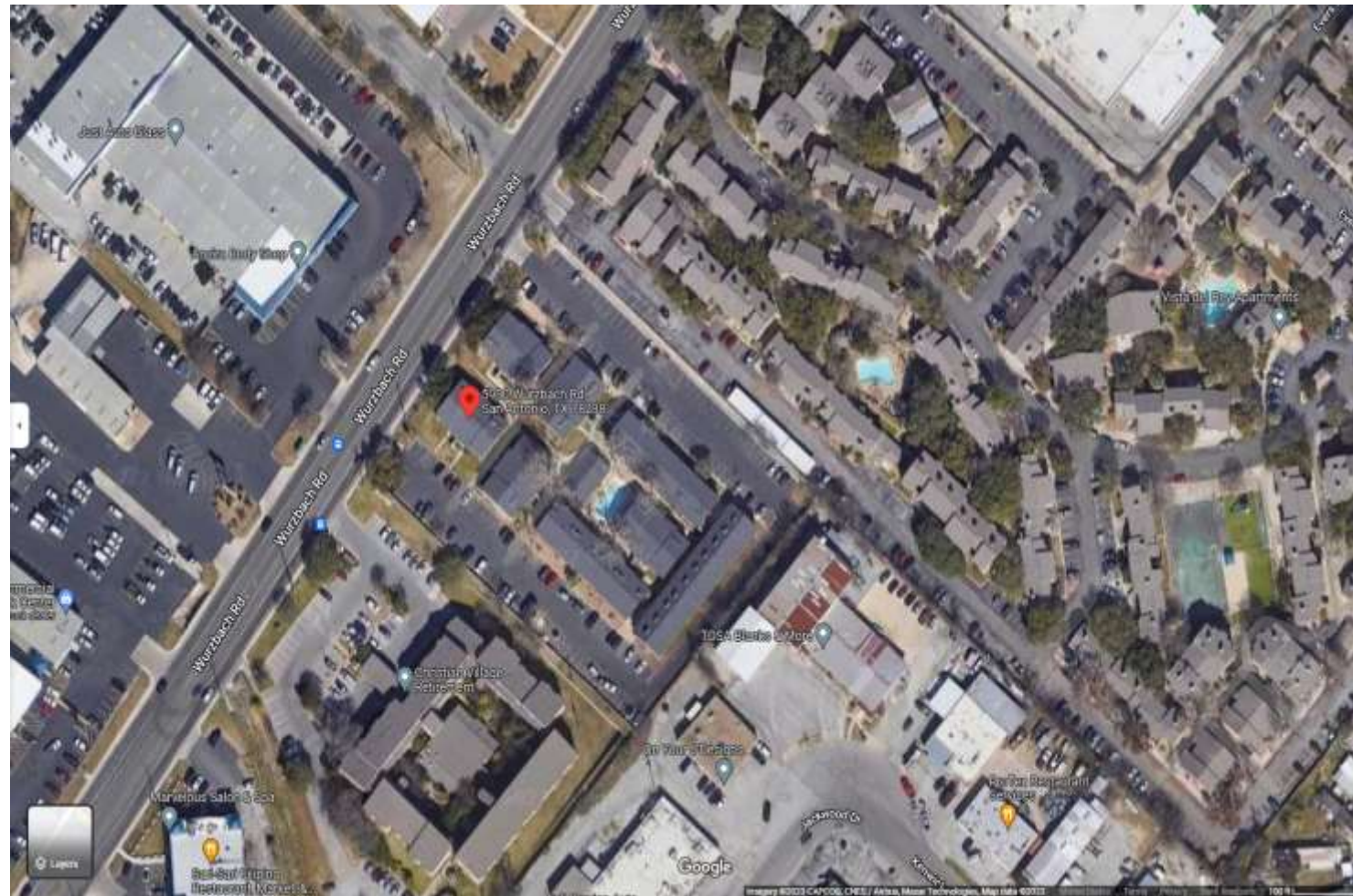
# BCAD Map

Property





# Aerial View



# History

- 1969 – Zoned B-2 Retail
- 1973 – Platted as Lots 1 & 2, Block 1, Cherry Hill Subdivision Unit 1
- 1973 – Rezoned only Lot 2, from B-2 to R-3 (Christian Village Apartments)
  - Apartments were previously allowed in a B-2 zoning District
  - Owner intended to construct apartments on both lots, but City changed zoning code mid-way to only allow apartments in the newly created R-3 zoning district
- Complex has 92 Units and was built in 1974

# Zoning Map

Site



# Notification Process

- 13 Letters Sent
- 0 In Favor
- 0 In Opposition
- 1 Undeliverable

# Fiscal Impact

- None – this is an existing apartment complex and already contributes to ad valorem and sales tax

# Recommendation

- At their January 24, 2023 Planning & Zoning Commission meeting, the Commissioners recommended approval of this request

# S.E.E. Statement

Social Equity: Approval of this request allows for the continued multiple-family use, which is consistent and compatible with existing surrounding uses.

Economic Development: Tenants in a multiple family zoning district shop locally and generate sales tax revenue

Environmental Stewardship: Any structures rebuilt on this property would have to conform to the 2021 International Energy Code

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 7, 2023  
**TO:** Mayor and Council  
**FROM:** Mindy Teague, Planning and Zoning Director  
**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** The City Council is being asked to consider approval of a subdivision plat with requested variances to LVCC Chapter 10 Subdivision Regulation, creating a new Grass Hill Estates Subdivision, being approximately 21.352 acres of land located off Aids Dr, William Rancher Rd, Grass Hill Dr., and Samaritan Dr. and more particularly described in subdivision case file 2023-1.

**SPONSOR(S):** City of Leon Valley

### **PURPOSE**

The purpose of this item is to consider approval of a subdivision plat creating the Grass Hill Estates Subdivision, with variance requests. The platting of these lots will create a new subdivision, setting out lot boundaries, setbacks, and future street dedications. Per the City Engineer the plat meets all the requirements, with the exception of construction plans for utilities, street construction, and sidewalks. Platting is required prior to the sale of this land.

We are requesting variances to the Leon Valley Code of Ordinances, Chapter 10 Subdivision Regulations, Article 10.02 Subdivision Ordinance, Division 5. Subdivision Plat Procedures, Sec. 10.02.203 Final subdivision plat and accompanying data, (d) Accompanying data, to allow sidewalk, street, and water and sewer main construction to the time of building construction. A stormwater construction project is currently underway on the land.

### **SEE LEON VALLEY**

Social Equity - Requiring properties to be platted protects all property owners from potential title concerns.

Economic Development - Platted lots are typically more valuable than non-platted lots.

Environmental Stewardship - Platting a property assures stormwater concerns are addressed, which protects water sources.



**FISCAL IMPACT:**

The platting process is the first step in being able to develop the property, which will bring increased ad valorem and sales tax revenues.

**STRATEGIC GOALS**

Goal # 1 - Economic Development · Objective F – Promote Leon Valley

**RECOMMENDATION**

At the January 24<sup>th</sup> Planning & Zoning Commission Meeting, the Commission recommended approval.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

PZ-2023-1  
Plat  
Grass Hill Estates Subdivision

Mindy Teague  
Planning & Zoning Director  
City Council Meeting  
February 7, 2023

# Summary

- Question
  - The City Council is being asked to consider approval of a subdivision plat, with variances, creating the Grass Hill Estates Subdivision
  - Approximately 21.352 acres of land, located off Aids Dr, William Rancher Rd, Grass Hill, and Samaritan Dr and more particularly described in Subdivision Case File 2023-1
  - Options
    1. Approval
    2. Denial
    3. Conditional approval
- Declaration
  - Recommend approval of the plat and variance requests

# Background

- This land was deeded to the City in 2017 as a part of a settlement agreement
- The land has never been platted and is required to be platted prior to being sold
- The platting of these lots will create a new subdivision, setting out lot boundaries, setbacks, utility easements, and future street dedications
- Per the City Engineer, the plat meets all requirements, except for construction of streets, sidewalks, and utilities

# Background

- Requesting variances to LVCC, Chapter 10 Subdivision Regulations, Article 10.02 Subdivision Ordinance, Division 5. Subdivision Plat Procedures, Sec. 10.02.203 Final subdivision plat and accompanying data, (d) Accompanying data
- To delay construction of water and sewer mains, streets, and sidewalks to the time of building construction

# BCAD Map

Property



# Aerial View



# Plat

{Section}.102.

PLAT NUMBER XXXXX

SUBDIVISION PLAT  
OF  
GRASS HILL ESTATES LOTS 1 & 2  
BEING 23.352 ACRES OF LAND CONVERTED TO OWNER NAMED FROM RECORDED  
DEEDS CONSISTING OF PARCELS P-18B AND P-20C (1.245 AC.) VOLUME 8838, PAGE  
785; P-20B (3.622 AC.) VOLUME 8838, PAGE 779; P-18C (2.617 AC.) VOLUME 8838,  
PAGE 776; P-33F (2.007 AC.) VOLUME 8838, PAGE 778; P-33H (2.017 AC.) P-33I (2.017  
AC.) VOLUME 8838, PAGE 787; P-33J (2.017 AC.) VOLUME 8838, PAGE 772; P-33E (1.7  
AC.) P-33G (2.484 AC.) VOLUME 8838, PAGE 782; P-33L (2.484 AC.) VOLUME 8838,  
PAGE 782; P-33K (2.484 AC.) VOLUME 8838, PAGE 782; P-33M (2.484 AC.) VOLUME  
3300, PAGE 3838; ALL OUT OF THE FELIX LOGGON SURVEY 187, ASS 430, CB 440  
AND P-33 (2.484 AC.) P-33 (2.484 AC.) P-33 (2.484 AC.) VOLUME 8838, PAGE 787 OUT OF  
THE SMARITAN TRACT, FELIX LOGGON SURVEY NO. 387, ASS 430, CB 440, ALL  
RECORDINGS BEING IN DEED AND PROPERTY RECORDS, BEAR COUNTY, TEXAS.



**LEGEND**

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- MOVEMENT FOUND
- EXISTING CONTOURS
- Country BLOCK
- EXISTING
- E. G. T. AND C.A. T. ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION
- SEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS
- DEED RECORDS OF BEAR COUNTY, TEXAS
- ELECTRICAL TOWER
- ELECTRICAL POWER POLE

**CURVE TABLE**

CURVE #	LENTH	WIDTH	RADIUS	CHORD BEARING	CHORD
C1	0.78203217	27.56	20.00	N88°57'31"W	28.46
C2	1.00719547	35.00	20.00	S02°32'57"W	30.70
C3	0.07401593	31.05	20.00	N88°34'29"E	28.43
C4	1.00751187	35.25	20.00	S02°38'29"W	30.89
C5	0.27789387	35.56	75.00	N01°10'54"W	35.23
C6	0.81181541	35.08	125.00	N38°48'29"W	34.97
C7	0.78181541	35.24	85.00	S88°48'24"E	18.18
C8	0.27789387	34.01	135.00	S31°18'54"E	63.41

**SURVEYOR'S NOTES**

- COORDINATE BENCHMARK ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE COORDINATE.
- BENCHMARKS SHOWN ARE SURFACE.
- BENCHMARKS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- "CONTOURS FOR BEAR COUNTY, TEXAS"

**NOTE**

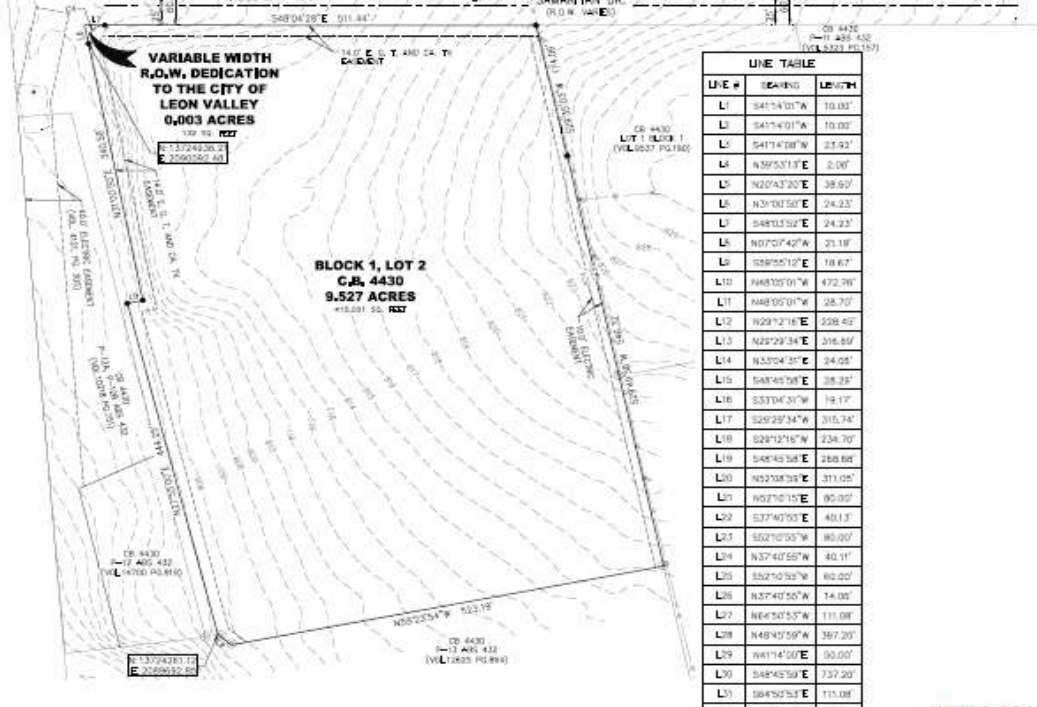
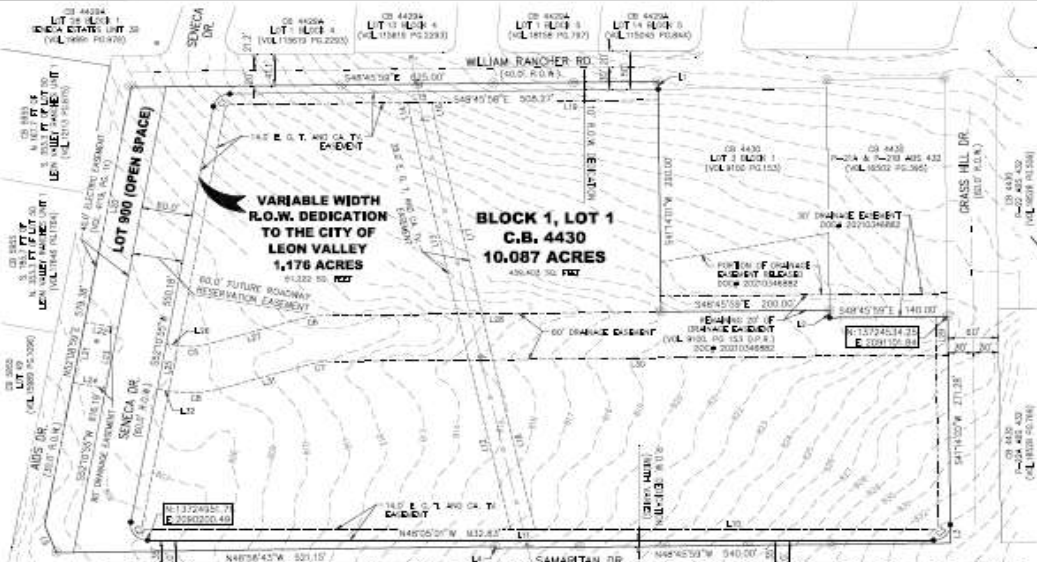
THE OWNER OF EQUIPMENT CHARGING LINES (ECL) FEES FOR THE SUBDIVISION PLAT ARE LEFT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICE DEPARTMENT.

**IMPACT FEE PAYMENT NOTES**

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

**C.P.S. ENERGY NOTES**

EXISTING UTILITIES ARE SHOWN ON THIS PLAT AND THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES.



**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S41°14'01"W	10.00
L2	S41°14'01"W	10.00
L3	S41°14'01"W	21.93
L4	N39°55'11"E	2.00
L5	N2°43'20"E	38.60
L6	N31°00'58"E	24.23
L7	S48°13'52"E	24.23
L8	N67°07'42"W	21.18
L9	S38°50'12"E	18.67
L10	N48°20'07"W	472.76
L11	N48°20'07"W	28.70
L12	N29°12'18"E	528.45
L13	N22°29'34"E	316.89
L14	N33°04'30"E	34.09
L15	N48°45'58"E	28.39
L16	S33°04'37"W	18.17
L17	S39°28'34"W	315.74
L18	S29°12'18"W	234.70
L19	N48°45'58"E	288.68
L20	N52°38'38"E	311.05
L21	N52°38'38"E	85.00
L22	S37°40'00"E	401.1
L23	S52°10'50"W	85.00
L24	N37°40'58"W	40.11
L25	S52°10'50"W	85.00
L26	N37°40'58"W	14.00
L27	N48°45'58"W	111.08
L28	N48°45'58"W	397.20
L29	N41°14'01"E	50.00
L30	S48°45'58"E	732.20
L31	N48°45'58"E	111.08
L32	S37°40'58"E	13.91

Scale: 1" = 100'

ARDURRA  
SOLUTIONS BY ANY OTHER NAME

FERNANDEZ FRAZER, WHITE AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS  
1111 S. TEXAS ST. SUITE 400 SAN ANTONIO, TEXAS 78204  
(210) 341-1111

DATE OF PRINT: December 8, 2022

STATE OF TEXAS  
COUNTY CLERK OF BEAR  
THE OWNER OF LAND SHOWN ON THIS PLAT, BY PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY CERTIFIES TO THE USE OF THE PUBLIC ENCRYPTED AREAS SHOWN AS PRIVATE OR PART OF AN ENCLOSURE OR PLANNED DEVELOPMENT RECORDS AND ALL UTILITIES, ALLEYS, FENCES, WASTEWATER, DRAINAGE, GAS, AND PUBLIC PLACES THEREABOUTS FOR THE PURPOSE AND COMPLETION THEREOF EXPRESSED.

OWNER/DEVELOPER: CITY OF LEON VALLEY  
4430 E. WILSON ST.  
LEON VALLEY, TX 78028  
(318) 481-1381

STATE OF TEXAS  
COUNTY CLERK OF BEAR  
BEFORE ME, THE UNDERSIGNED AGENCY ON THIS DAY PERSONALLY APPEARED [NAME], KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND BY THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

NOTARY PUBLIC, BEAR COUNTY, TEXAS

THE CITY ENGINEER OF THE CITY OF LEON VALLEY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS TO WHICH HE IS REQUIRED.

CITY ENGINEER \_\_\_\_\_

THE PLAT OF GRASS HILL ESTATES LOTS 1 & 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS. IT HEREBY APPROVED BY SUCH CITY COUNCIL.

DATE: THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

BY: \_\_\_\_\_ MAYOR

BY: \_\_\_\_\_ CITY SECRETARY

STATE OF TEXAS  
COUNTY CLERK OF BEAR  
I, \_\_\_\_\_ COUNTY CLERK OF BEAR COUNTY, TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_, AT \_\_\_\_\_ M. AND DULY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_, AT \_\_\_\_\_ M. IN THE \_\_\_\_\_ DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS. BY MY VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ AT THE COUNTY CLERK'S OFFICE. I HEREBY HEREBY FILED AND OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COUNTY CLERK, BEAR COUNTY

STATE OF TEXAS  
COUNTY CLERK OF BEAR  
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: FERNANDEZ FRAZER, WHITE AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS.  
FERNANDEZ FRAZER, WHITE AND ASSOCIATES, INC. REGISTERED PROFESSIONAL LAND SURVEYORS  
1111 S. TEXAS ST. SUITE 400 SAN ANTONIO, TEXAS 78204  
STATE OF TEXAS  
COUNTY CLERK OF BEAR  
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY: FERNANDEZ FRAZER, WHITE AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS.  
FERNANDEZ FRAZER, WHITE AND ASSOCIATES, INC. REGISTERED PROFESSIONAL LAND SURVEYORS  
1111 S. TEXAS ST. SUITE 400 SAN ANTONIO, TEXAS 78204



# Fiscal Impact

- The platting process is the first step in being able to develop the property, which will bring increased ad valorem and sales tax

# S.E.E. Statement

Social Equity: Requiring properties to be platted protects all property owners from potential title concerns

Economic Development: Platted lots are typically more valuable than non-platted lots

Environmental Stewardship: Platting a property assures stormwater concerns are addressed, which protects water sources

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 7, 2023  
**TO:** Mayor and Council  
**FROM:** Melinda Moritz, Public Works Director  
**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Presentation and Discussion to Consider Approval of an Ordinance Amending the Leon Valley Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.03 Parking, Stopping and Standing, Section 12.03.006 Parking Restrictions on Specific Streets, to reduce the area of the No Parking zone along Shadow Mist Drive, specifically the southernmost end of the street from Avedisian to the dead end (1st Read as Required by City Charter).

**SPONSOR(S):** Mayor Chris Riley

### **PURPOSE**

The purpose of this M & C is to consider approval of an Ordinance amending the Leon Valley Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.03 Parking, Stopping and Standing, Section 12.03.006 Parking Restrictions on Specific Streets, to reduce the area of a No Parking zone on Shadow Mist Street, from Avedisian Street to the dead end at Crystal Hills Park.

The property owners and residents of Shadow Mist have voiced their complaints and concerns over the past several years of vehicle operators parking along the sides of both streets, which impedes vision and causes unsafe traffic conditions, as the residents attempt to drive in and out of their subdivision; however, this portion of the street does not affect the residents in that area.

### **SEE LEON VALLEY**

Social Equity - Providing the citizens with additional traffic safety measures adds to the overall quality of life.

Economic Development - Reducing perceived and potential dangers from traffic situations promotes overall health, safety, and welfare image of City, which may attract businesses and new residents.

Environmental Stewardship – Preventing vehicle accidents reduces the chances of particles, gasoline, oil, and antifreeze entering the street, and consequently our streams, from potential run off in a wreck.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is recommended the City Council approve the amendment to the code.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEON VALLEY AMENDING THE LEON VALLEY CODE OF ORDINANCES, CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.03 PARKING, STOPPING AND STANDING, SECTION 12.03.006 PARKING RESTRICTIONS ON SPECIFIC STREETS, TO REDUCE THE AREA OF THE NO PARKING ZONE ON SHADOW MIST STREET; PROVIDING FOR REPEALER; SEVERABILITY; SAVINGS; AN EFFECTIVE DATE; NOTICE OF MEETING AND A PENALTY CLAUSE**

---

**WHEREAS**, providing the citizens with additional traffic safety measures adds to the overall quality of life; and

**WHEREAS**, the City of Leon Valley has received numerous complaints and concerns from the property owners and residents of the Shadow Mist subdivision that vehicle operators are parking along the sides of Shadow Mist Drive and said vehicles are blocking the street and limiting vision from persons traveling along the road that are attempting to turn into the Shadow Mist subdivision; and

**WHEREAS**, the City finds that the complaints and concerns are valid and that on-street parking along Shadow Mist Drive not only creates a nuisance, but also interferes with safe driving conditions along this street.

**WHEREAS**, the City finds that the area of No Parking below Avedisian Street on Shadow Mist Street is not necessary and therefore desires to allow parking on Shadow Mist Street from the southernmost point of the intersection of Avedisian Street and Shadow Mist to the dead end of Shadow Mist at Crystal Hills Park.

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

**SECTION 1.** That Chapter 12 Traffic and Vehicles, Article 12.03 Parking, Stopping and Standing, Section 12.03.006 Parking Restrictions on Specific Streets, be amended as follows:

Shadow Mist. The parking, standing, or stopping of any motor vehicle, whether attended or unattended, at any time, on Shadow Mist Drive, between Grissom Road and the southernmost corner of the intersection of Avedisian Street, is prohibited.”

**SECTION 2. REPEALER CLAUSE.** The provisions of the Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent by any other ordinance.

**SECTION 3. SEVERABILITY CLAUSE.** If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of

circumstances shall not be affected thereby, it being the intent of the City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

**SECTION 4. SAVINGS CLAUSE.** 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 City under any section or provisions of any ordinances at the time of passage of this ordinance.

**SECTION 5. EFFECTIVE DATE.** That this Ordinance shall take effect after its passage and publication as required by law.

**SECTION 6. NOTICE OF MEETING CLAUSE.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 7. PENALTY.** Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Chapter 1. General Provisions, Article 1.01 Code of Ordinances, Section 1.01.009 General penalty for violations of code: continuing violations of the City of Leon Valley Code, and/or applicable state law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 21st day of February, 2023.

**APPROVED**

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
**NICOLE WARREN**  
City Attorney

# Consider Ordinance Amending Chapter 12 Traffic & Vehicles Reduce No Parking Zone – Shadow Mist

Melinda Moritz

Public Works Director

City Council Meeting February 7, 2023

# Purpose

- To consider approval of an Ordinance amending the Leon Valley Code of Ordinances, Chapter 12 Traffic and Vehicles, Article 12.03 Parking, Stopping and Standing, Section 12.03.006 Parking Restrictions on Specific Streets
- The amendment would reduce the area of the No Parking zone on Shadow Mist Drive, from Avedisian Street to the dead end of Shadow Mist at Crystal Hills Park



# Background

- Property owners/residents of Shadow Mist subdivision voiced concerns of vehicles parked along sides of both streets and are making this request
- Concern is that on-street parking impedes vision, causing unsafe traffic conditions as residents drive in and out of their subdivision
- This portion of Shadow Mist Street does not directly affect the residents of the Shadow Mist subdivision

# Proposed No Parking Zone Removal

  
Reduction Area



Avedisian

# Fiscal Impact

- None

:

# Recommendation

- This action is at the request of the City Council

# S.E.E. Statement

- Social Equity - Providing the citizens with additional traffic safety measures adds to the overall quality of life
- Economic Development - Reducing perceived and potential dangers from traffic situations promotes overall health, safety, and welfare image of City, which may attract businesses and new residents
- Environmental Stewardship – Preventing vehicle accidents reduces the chances of particles, gasoline, oil, and antifreeze entering the street, and consequently our streams, from potential run off in a wreck

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 07, 2023

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Discussion and Possible Action on a Resolution of the City Council of the City of Leon Valley Ordering and Establishing Procedures for a Special Election to be Held on May 06, 2023 in the City of Leon Valley for the Purpose of Submitting to the Qualified Voters a Proposition to Vote For or Against the Reauthorization of the Local Sales and Use Tax in the City of Leon Valley, Texas at the Rate of One-Quarter (1/4) of One Percent (0.0025000) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets.

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

### **PURPOSE**

A resolution ordering a Special Election in the City of Leon Valley, Texas, for the purpose of submitting to the voters a proposition relating to the continuation or dissolution of the Leon Valley Crime Control and Prevention District and the adoption of a local sales and use tax at a rate of one- eighth of one percent pursuant to Chapter 363 of the Texas Local Government Code. The Election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on May 06, 2023, which is a uniform election date as defined in the Texas Election Code, as amended (the "Code").

"The reauthorization of the local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets."

### **SEE LEON VALLEY**

Social – The electoral process enables residents of Leon Valley who are qualified voters to engage in the promotion and provision of a superior quality of life.

Economic – *Not applicable*

Environmental – *Not applicable.*

**FISCAL IMPACT**

The City will see a cost savings by participating in the Joint Election. Cost of this election is authorized in the current Fiscal Year Budget.

**RECOMMENDATION**

City staff recommends approval.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

**ORDINANCE No. 23-00\_R**

**A ORDINANCE OF THE CITY OF LEON VALLEY, TEXAS, CITY COUNCIL ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 06, 2023 IN THE CITY OF LEON VALLEY FOR THE PURPOSE OF ALLOWING QUALIFIED VOTERS TO VOTE FOR OR AGAINST THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LEON VALLEY, TEXAS AT THE RATE OF ONE-QUARTER (1/4) OF ONE PERCENT (0.0025000) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.**

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**WHEREAS**, on August 20, 2013 the City Council of the City of Leon Valley, approved Ordinance No. 2013-08-20-02 and Resolution No. 2013R-08-20-01 ordering a Special Election to be held in the City of Leon Valley on November 05, 2013 to allow the voters to vote for or against the reauthorization of the local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets that expires in 10 years.

**WHEREAS**, Pursuant to Texas Tax Code Chapter 327 to continue the tax must be re-authorized by the citizens of Leon Valley through an election before expiration.

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

**Section one.** Election ordered. That an election be held in the City of Leon Valley, Texas, on Saturday, the 6th day of May 2023, (hereinafter the "Election") for the purpose of submitting to the voters a proposition relating to the reauthorization of the imposition of local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets as provided in the Order of Elections for the City of Leon Valley, Texas below.

**Section two.** Proposition language. At the election, the following proposition shall be submitted and shall be printed on the ballots to permit voters to vote "FOR" or "AGAINST" the proposition:

"The reauthorization of the local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized."

**Section three.** Polling places. The polling place at which said elections shall be held is at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas and at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, and the polls at the above designated polling place shall on said Election Day be open from 7:00 a.m. to



7:00 p.m. Bexar County Elections Department may designate additional polling places within the City's corporate limits.

**Section four.** Form of ballot. Voting at such elections shall be by ExpressVote Voting System and paper ballot to follow the Texas' Help America Vote Act.

**Section five.** Election supervision. The Bexar County Elections Department shall conduct, supervise, and administer said elections. Bexar County Elections Administrator Jacquelyn F. Callanen is appointed as Elections Administrator and shall appoint the election officials including the Presiding Judge and Clerks.

**Section six.** Election Administrator. The City Council designates Bexar County Elections Administrator Jacquelyn F. Callanen as Early Voting Clerk. The Early Voting Clerk may appoint Deputy Clerks. The Early Voting Clerk's mailing address is as follows: Jacquelyn F. Callanen, Early Voting Clerk, Bexar County Elections Administrator, 1103 S. Frio, Suite 100, San Antonio, Texas 78207.

**Section seven.** Early Voting Ballot Board. The Early Voting Clerk shall designate individuals to serve as the Early Voting Ballot Board, which will canvass all early voting.

**Section eight.** Early voting. Early voting by personal appearance for the above designated general and special elections (the "election") shall be at the Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, and said place of early voting shall remain open on: Monday, April 24, 2023 through Thursday, April 27, 2023 from 8:00 a.m. to 6:00 p.m.; Friday, April 28, 2023 – Closed; Saturday, April 29, 2023 from 8:00 a.m. to 8:00 p.m.; Sunday, April 30, 2023 - Closed; and Monday, May 01, 2023 and Tuesday, May 02, 2023 from 8:00 a.m. to 8:00 p.m. (These dates and time are subject to change). The above place for early voting by personal appearance is not the Early Voting Clerk's address to which ballot applications and ballots voted by mail must be sent.

**Section nine.** Designation of additional early voting locations. The Bexar County Elections Administrator and/or Commissioners Court may designate additional early voting locations and times throughout Bexar County. Voting shall be by ExpressVote Voting System and mail ballots shall be by paper ballot to follow the Texas' Help America Vote Act.

**Section ten.** Voter qualification. Said elections shall be held in accordance with the Election Code of this State, and only resident qualified voters of said City shall be eligible to vote in said elections.

**Section eleven.** Notice. The Mayor shall give notice of these elections as directed by the provisions of Sections 4.004, 83.001, 85.004 and 85.007 of the Election Code and other applicable law, and all necessary orders and writs for said elections shall be issued by proper authority.

**Section twelve.** Canvass. In accordance with Chapter 1 § 1.03.003 of the City of Leon Valley Code of Ordinances, a City Council meeting will be called on the fifth day after the date of the election, excluding Sundays, or as soon as possible after the fifth day to canvass the ballots. The City Secretary shall post written notice of the date, place and subject of this meeting at the City Hall, in a place convenient and readily accessible to the public and said notice having been so posted and remaining posted continuously for at least 72 hours proceeding the scheduled time of said meeting. A copy of the return of said posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

**Section thirteen.** Said Election shall be held under the provisions of Ordinances of the City of Leon Valley, the Constitution and laws of the State of Texas and the Voting Rights Act of 1965, and amendments thereof, insofar as same may be applicable.

## ORDER OF ELECTIONS FOR THE CITY OF LEON VALLEY, TEXAS

An election is hereby ordered to be held on Saturday, May 06, 2023 for the purpose of:

### FOR or AGAINST

**"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF LEON VALLEY, TX AT THE RATE OF ONE-QUARTER (1/4) OF ONE PERCENT (0.0025000) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED."**

Early voting by personal appearance will be conducted each weekday at:

**The City of Leon Valley Conference Center at 6421 Evers Rd., Leon Valley, Texas 78238**

**Hours of early voting are** Monday, April 24, 2023 through Thursday, April 27, 2023 from 8:00 a.m. to 6:00 p.m.; Friday, April 28, 2023 – Closed; Saturday, April 29, 2023 from 8:00 a.m. to 8:00 p.m.; Sunday, April 30, 2023 - Closed; and Monday, May 01, 2023 and Tuesday, May 02, 2023 from 8:00 a.m. to 8:00 p.m. (Dates and times are subject to change). **Applications for ballot by mail shall be mailed to:** Jacquelyn F. Callanen Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207 **Applications for ballots by mail must be received no later than the close of business on April 25, 2023**

**[SIGNATURE PAGE TO FOLLOW]**

Issued this the 7<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Council Place 1

\_\_\_\_\_  
Signature of Council Place 2

\_\_\_\_\_  
Signature of Council Place 3

\_\_\_\_\_  
Signature of Council Place 4

\_\_\_\_\_  
Signature of Council Place 5

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley  
this the \_\_\_ day of February 2023.

**APPROVED**

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

Attest:

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

Approved as to Form: City Attorney

\_\_\_\_\_  
**NICOLE WARREN**  
City Attorney

**ORDENANZA NRO. 23-00\_R**

**ORDENANZA DEL CONSEJO DE LA CIUDAD DE LA CIUDAD DE LEON VALLEY, TEXAS QUE ORDENA UNA ELECCIÓN ESPECIAL PARA CELEBRARSE EL 6 DE MAYO DE 2023 EN LA CIUDAD DE LEON VALLEY CON EL PROPÓSITO DE PERMITIR QUE LOS VOTANTES HABILITADOS VOTEN A FAVOR O EN CONTRA DE VOLVER A AUTORIZAR EL IMPUESTO LOCAL A LAS VENTAS Y AL USO EN LA CIUDAD DE LEON VALLEY, TEXAS A LA TASA DE UN CUARTO (1/4) DEL UNO POR CIENTO (0.0025000) PARA CONTINUAR GENERANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS CALLES MUNICIPALES.**

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**EN VISTA DE QUE**, el 20 de agosto de 2013, el Consejo de la Ciudad de la Ciudad de Leon Valle aprobó la Ordenanza Nro. 3013-08-20-02 y la Resolución Nro. 2013R-08-20-01 que ordena una Elección Especial para celebrarse en la Ciudad de Leon Valley el 5 de noviembre de 2013 para permitir a los votantes votar a favor o en contra de volver a autorizar el impuesto de ventas y uso en la Ciudad de Leon Valley, TX a la tasa de un cuarto (1/4) del uno por ciento (0.0025000) para continuar generando ingresos para el mantenimiento y la reparación de las calles municipales que vence en 10 años.

**EN VISTA DE QUE**, en conformidad con el Capítulo 327 del Código de Impuestos de Texas, para que continúe el impuesto, los ciudadanos de Leon Valley deben autorizarlo mediante una elección antes de su vencimiento.

**AHORA, POR LO TANTO, EL CONSEJO DE LA CIUDAD DE LA CIUDAD DE LEON VALLEY, TEXAS, ORDENA:**

**Sección uno. Elección ordenada.** Que se celebre una elección en la Ciudad de Leon Valley, Texas, el sábado 6 de mayo de 2023 (en lo sucesivo, la “Elección”) con el propósito de presentar a los votantes una proposición relacionada con volver a autorizar la imposición del impuesto local de ventas y uso en la Ciudad de Leon Valley, TX a la tasa de un cuarto (1/4) del uno por ciento (0.0025000) para continuar generando ingresos para el mantenimiento y la reparación de las calles municipales según lo dispuesto en la Orden de Elecciones de la Ciudad de Leon Valley, Texas a continuación.

**Sección dos. Lenguaje de la proposición.** En la elección, se presentará la siguiente proposición y se imprimirá en las boletas para permitir a los votantes votar “A FAVOR” o “EN CONTRA” de la proposición:

“Volver a autorizar el impuesto local a las ventas y al uso en la Ciudad de Leon Valley, TX a la tasa de un cuarto (1/4) del uno por ciento (0.0025000) para continuar generando ingresos para el mantenimiento y la reparación de calles municipales. El impuesto vence en el cuarto aniversario de la fecha de esta elección a menos que se vuelva a autorizar la imposición del mismo”.

**Sección tres. Lugares de votación.** El lugar de votación en el cual se celebrarán dichas elecciones es Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, y

Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, y las casillas electorales en el lugar de votación designado anteriormente estarán abiertas de 7:00 a.m. a 7:00 p.m. dicho Día de Elección. El Departamento de Elecciones del Condado de Bexar puede designar lugares de votación adicionales dentro de los límites corporativos de la Ciudad.

**Sección cuatro.** Forma de la boleta. La votación en dichas elecciones se realizará mediante el sistema de votación ExpressVote y boletas de votación de papel, para cumplir con la Ley Ayude a América a Votar de Texas.

**Sección cinco.** Supervisión de la elección. El Departamento Electoral del Condado de Bexar llevará a cabo, supervisará y administrará dichas elecciones. Se designa como Administradora de Elecciones a la Administradora de Elecciones del Condado de Bexar, Jacquelyn F. Callanen, quien deberá designar a los funcionarios electorales, entre ellos, al Juez Presidente y a los Oficiales.

**Sección seis.** Administradora de elecciones. El Consejo de la Ciudad designa a la Administradora de Elecciones del Condado de Bexar, Jacquelyn F. Callanen, como Oficial de Votación Adelantada. La Oficial de Votación Adelantada puede designar suboficiales. La dirección postal de la Oficial de Votación Adelantada es la siguiente: Jacquelyn F. Callanen, Early Voting Clerk, Bexar County Elections Administrator, 1103 S. Frio, Suite 100, San Antonio, Texas 78207.

**Sección siete.** Consejo de boletas de votación adelantada. La Oficial de Votación Adelantada designará a las personas que fungirán como Consejo de Boletas de Votación Adelantada, que escrutará todos los votos adelantados.

**Sección ocho.** Votación adelantada. La votación adelantada en persona para las elecciones generales y especiales anteriormente designadas (la "elección") se llevará a cabo en Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, y dicho lugar de votación adelantada permanecerá abierto del lunes 24 de abril de 2023 al jueves 27 de abril de 2023, de 8:00 a.m. a 6:00 p.m.; el viernes 28 de abril de 2023 - cerrado; el sábado 29 de abril de 2023 de 8:00 a.m. a 8:00 p.m.; el domingo 30 de abril de 2023 - cerrado; y del lunes 01 de mayo de 2023 y el martes 2 de mayo de 2023 de 8:00 a.m. a 8:00 p.m. (Estas fechas y horarios están sujetos a cambios). El lugar para la votación adelantada en persona anterior no es la dirección de la Oficial de Votación Adelantada a la que deben enviarse las solicitudes de boletas de votación y los votos emitidos por correo.

**Sección nueve.** Designación de lugares de votación adelantada adicionales. La Administradora de Elecciones del Condado de Bexar y/o el Tribunal de Comisionados pueden designar lugares y horarios de votación adelantada adicionales en todo el Condado de Bexar. La votación se realizará mediante el sistema de votación ExpressVote y la votación por correo será mediante boletas de votación de papel para cumplir con la Ley Ayude a América a Votar de Texas.

**Sección diez.** Requisito para habilitación de votantes. Dichas elecciones se llevarán a cabo de acuerdo con el Código Electoral de Texas y solamente votantes habilitados residentes de dicha Ciudad serán elegibles para votar en dichas elecciones.

**Sección once.** Aviso. El Alcalde dará aviso de estas elecciones según lo indicado por las disposiciones de las Secciones 4.004, 83.001, 85.004 y 85.007 del Código Electoral y otras leyes aplicables, y todas las órdenes necesarias y escritos para dichas elecciones serán emitidos por la autoridad pertinente.

**Sección doce.** Escrutinio. En conformidad con la sección 1.03.003 del Capítulo 1 del Código de Ordenanzas de la Ciudad de Leon Valley, se convocará una asamblea del Consejo de la Ciudad el quinto día después de la fecha de la elección, salvo domingos, o lo antes posible después del quinto día para realizar el escrutinio de las boletas de votación. El Secretario de la Ciudad colocará un aviso escrito con la fecha, el lugar y el asunto de esta asamblea en el City Hall (Alcaldía), en un lugar conveniente y fácilmente accesible para el público, y dicho aviso deberá colocarse así y permanecer colocado por al menos 72 horas corridas con anterioridad a la fecha programada para dicha asamblea. Se deberá adjuntar una copia de la declaración de dicha colocación a las actas de esta asamblea y se deberá incorporar a ellas para toda intención y propósito.

**Sección trece.** Dicha Elección se celebrará bajo las disposiciones de las Ordenanzas de la Ciudad de Leon Valley, la Constitución y las leyes del Estado de Texas y la Ley de Derecho al Voto de 1965, así como sus enmiendas, en la medida que las mismas puedan ser aplicables.

## ORDEN DE ELECCIONES PARA LA CIUDAD DE LEON VALLEY, TEXAS

Por la presente se ordena la celebración de una elección a realizarse el sábado 6 de mayo de 2023 con el propósito de:

### A FAVOR o EN CONTRA

**“VOLVER A AUTORIZAR EL IMPUESTO LOCAL A LAS VENTAS Y AL USO EN LA CIUDAD DE LEON VALLEY, TX A LA TASA DE UN CUARTO (1/4) DEL UNO POR CIENTO (0.0025000) PARA CONTINUAR GENERANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE CALLES MUNICIPALES. EL IMPUESTO VENCE EN EL CUARTO ANIVERSARIO DE LA FECHA DE ESTA ELECCIÓN A MENOS QUE SE VUELVA A AUTORIZAR LA IMPOSICIÓN DEL MISMO”.**

La votación adelantada en persona se llevará a cabo cada día de la semana en:

**El Centro de Conferencias de la Ciudad de Leon Valley en 6421 Evers Rd., Leon Valley, Texas 78238**

**El horario de votación es del lunes 24 de abril de 2023 al jueves 27 de abril de 2023 de 8:00 a.m. a 6:00 p.m.; viernes 28 de abril de – Cerrado; sábado 29 de abril de 2023 de 8:00 a.m. a 8:00 p.m.; domingo 30 de abril de 2023 - Cerrado; y lunes 1 de mayo de 2023 y martes 2 de mayo de 2023 de 8:00 a.m. a 8:00 p.m. (Las fechas y horarios están sujetos a cambios). **Las solicitudes de boletas de votación por correo deben ser enviadas por correo a:** Jacquelyn F. Callanen Early Voting Clerk, Bexar County Elections Administrator 1103 S. Frio, Suite 100 San Antonio, Texas 78207. **Las solicitudes de boletas de votación por correo deben recibirse a más tardar al cierre de operaciones el 25 de abril de 2023.****

**[PÁGINA DE FIRMAS A CONTINUACIÓN]**



Emitido este día 7 de febrero de 2023.

\_\_\_\_\_  
Firma del Alcalde

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 1

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 2

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 3

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 4

\_\_\_\_\_  
Firma del Concejal, Posición Nro. 5

**ACEPTADA, ADOPTADA Y APROBADA** POR EL Consejo de la Ciudad de la Ciudad de Leon Valley este día 7 de febrero de 2023.

**APROBADA**

\_\_\_\_\_  
**CHRIS RILEY**  
ALCALDE

Atestigua:

\_\_\_\_\_  
**SAUNDRA PASSAILAIGUE, TRMC**  
Secretaria de la Ciudad

Aprobada en cuanto a su Forma: Abogada de la Ciudad

\_\_\_\_\_  
**NICOLE WARREN**  
Abogada de la Ciudad



# Ordering a Special Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

# Purpose

## Call Election for the Following:

- **Special Election** to present to the qualified voters of the City of Leon Valley, Texas:

1. To vote “FOR” or “AGAINST” the proposition:

"The continuation of the Leon Valley Crime Control and Prevention District dedicated to crime reduction programs and the adoption of a proposed local sales and use tax at a rate of one-eighth of one percent."

2. To vote “FOR” or “AGAINST” the proposition to:

"The reauthorization of the local sales and use tax in the City of Leon Valley, TX at the rate of one-quarter (1/4) of one percent (0.0025000) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized."

# Purpose - Continued

- To designate Jacquelyn F. Callanen, Bexar County Elections Administrator, as the Elections Administrator to conduct such election;
- To authorize the City Manager to sign a Joint Election Agreement with the Bexar County Elections Administrator for the conduct of said elections; and
- To authorize the use of the Leon Valley Conference Center on the 6th day of May 2023, for Election Day voting and for Early Voting.

# Background

- The City has an option to participate in the Bexar County Joint Election to increase convenience to citizens and reduce expenses.
  - Bexar County conducts both Early Voting and Election Day Activities
  - Bexar County provides election staff, equipment and supplies
  - Participating entities are charged on a pro-rata basis

# Background (cont'd)

- Early Voting and Election Day
  - Qualified Voters can vote at any designated Bexar County polling location.
    - Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas and a list of other poll sites within the County will be available on the City's website.
    - April 24, 2023, through May 02, 2023
- Election Day Voting will also be conducted at Leon Valley Conference Center.
  - Saturday, May 06, 2023
  - 7:00 a.m. to 7:00 p.m.

# Background (cont'd)

- General Voting Information
  - Publication
    - *San Antonio Express News*
    - ENews
    - The Echo
    - Lion's Roar
    - City's Website and other Social Media
- Voting Opportunities.
  - Ballot by Mail
  - Curbside Voting
    - Please call 210-335-0362 to request curbside voting by appointment or arrival
  - Early Voting
  - Election Day

# Fiscal Impact

- City will see a cost savings by participating in this Joint Election.





# Ordering a Special Election, and Appointing Jacquelyn F. Callanen, Bexar County Elections Administrator as the Election Administrator

City Council Meeting  
Saundra Passailaigue, TRMC, City Secretary  
February 07, 2023

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** February 7, 2023

**TO:** Mayor and Council

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

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Consider Approval of An Amendment to Previously Approved Resolution No. 22-009R Granting a Variance to Chapter 13, Tree Preservation, Article 13.02 Tree Preservation Ordinance, Division 3. Requirements and Restrictions, Sec. 13.02.074 Preservation requirements, Sec. 13.02.075 Removal, Replacement or Relocation of Small, Medium and Large Trees, Sec. 13.02.076 Replacement Trees Required, and Sec. 13.02.080 Heritage Tree Removal Prohibited; Penalties, (a) and (b), to Allow the Removal of an Additional 30 Medium, 14 Large, and 9 Heritage Trees and Pay a Larger Amount in Tree Mitigation Fees.

**SPONSOR(S):** None

### PURPOSE

**Applicant/**

**Property Owner:** Cude Engineering

**Site:** The property is located at 7213 Huebner Road, being Poss Landing Subdivision, Blocks 1-5, CB 4446, on approximately ten (10) acres of land. The site is being developed into a gated residential subdivision of 86 new homes.

**History:** 11/2/21 - property rezoned from R-1 Single Family to a Planned Development District, with R-6 Garden Home based zoning.  
5/3/22 - Resolution approved granting a Tree Variance Request  
7/26/22 – Plat approved

### **Staff Comments:**

- The previously approved Tree Variance indicated that 80 medium, 110 large, and 7 heritage trees were to be removed from the site to provide for construction, adequate circulation, and fire protection on the proposed site plan. The remaining 33 medium, 41 large, and 12 heritage trees on the tract were to be preserved.
- After design and layout of the subdivision, it was discovered that more area would

have to be graded to make room for homes, streets, drainage, etc. and this resulted in the necessity for removal of these additional trees.

- This request is to allow the removal of an additional 30 medium, 14 large, and 9 Heritage trees from this site and to allow an increase to the “cash in lieu of” tree mitigation fees.
- City Code mandates that for each medium tree removed, one tree of 6” or more in diameter be planted and for each large tree, one tree of 8” or more in diameter be planted.
- City Code prohibits the removal of any heritage trees, regardless of species.
- The Code further states that up to 25% of all required trees may be mitigated rather than preserved, unless insufficient land area exists on which to plant the required total caliper width of replacement trees, then the “cash in lieu of” amount may be increased up to 50% of the required replacement tree amount. They are requesting to mitigate 37% in fees.
- The applicant still intends to plant two 3” diameter trees per lot (86 x 2 = 172 trees), but the fee in lieu of would be increased from \$59,150 to \$135,150.
- City Code states that variances may be granted after consideration and recommendation by the City Council where literal enforcement of the provision of this article will result in unnecessary hardship. No variance may be granted unless:

- (1) Such variance will not be contrary to the public interest;
- (2) Such variance will be in harmony with the spirit and purposes of the article;
- (3) The variance sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial;
- (4) The variance will not substantially weaken the general purposes of the Tree Preservation Ordinance.

### **SEE LEON VALLEY**

- Social Equity - The request will facilitate the development of more housing in Leon Valley.
- Economic Development - The request will promote development and an increase in sales and property tax.
- Environmental Stewardship - The request will result in replacement trees being planted and will provide for the planting of trees on City property.

### **FISCAL IMPACT**

The mitigation plan results in the planting of appropriate tree species and an increase of \$135,150 in the Tree Mitigation Fund, which supports additional tree planting at approved sites in Leon Valley. The increase in residential homes will increase the City’s sales and property tax base.

**RECOMMENDATION**

Staff recommends approval of this additional request. The property has already been rezoned and platted, and the applicant is ready to move forward with construction.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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

**RESOLUTION NO. 23-**

**A RESOLUTION AMENDING RESOLUTION NO. 22-009R TO ALLOW THE REMOVAL OF ADDITIONAL TREES AND A LARGER FEE IN LIEU OF REPLANTING TREES AT POSS LANDING SUBDIVISION, BEING BLOCKS 1-5, CB 4446, 7213 HUEBNER ROAD, ON APPROXIMATELY TEN (10) ACRES OF LAND**

**WHEREAS**, on May 3, 2022, the City Council approved Resolution No. 22-009R, granting a variance to allow the removal of eighty (80) medium, one-hundred and ten (110) large, and seven (7) Heritage trees, and accepting a tree mitigation fee amount of \$59,150.00 at 7213 Huebner Road, now platted as Poss Landing Subdivision; and

**WHEREAS**, the property has been rezoned and platted to support the development of eight-six (86) new homes; and

**WHEREAS**, the applicant, Cude Engineering has determined that more land grading will have to be performed at the site to provide for the homes and areas for roadways, resulting in the need to remove an additional thirty (30) medium, fourteen (14) large, and nine (9) Heritage trees; and

**WHEREAS**, the property owner does not have enough area on this lot to plant more trees than already planned to meet additional mitigation requirements;

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

Cude Engineering is hereby granted an amendment to Resolution No. 22-009R to allow for the removal of an additional thirty (30) medium, fourteen (14) large, and nine (9) Heritage trees, and to pay a fee in lieu of replacing the trees in the amount of \$135,150.00.

**PASSED, ADOPTED, AND APPROVED** by the City Council of the City of Leon Valley on this the 7<sup>th</sup> day of February, 2023.

**APPROVED**

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

Attest:

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

Approved as to Form:

\_\_\_\_\_  
**NICOLE WARREN**  
City Attorney

**RESOLUTION No. 22-009R**

**A RESOLUTION OF THE CITY OF LEON VALLEY, TEXAS CITY COUNCIL APPROVING TREE PRESERVATION VARIANCE REQUEST 2022-02, A VARIANCE TO THE CITY OF LEON VALLEY CODE OF ORDINANCES, CHAPTER 13, TREE PRESERVATION, ARTICLE 13.02 TREE PRESERVATION ORDINANCE, DIVISION 3. REQUIREMENTS AND RESTRICTIONS, SECTION 13.02.074 PRESERVATION REQUIREMENTS, SECTION 13.02.075 REMOVAL, REPLACEMENT OR RELOCATION OF SMALL, MEDIUM, AND LARGE TREES, SECTION 13.02.076 REPLACEMENT TREES REQUIRED, AND SECTION 13.02.080 HERITAGE TREE REMOVAL PROHIBITED; PENALTIES, (a) AND (b), TO ALLOW THE REMOVAL OF EIGHTY (80) MEDIUM, ONE HUNDRED AND TEN (110) LARGE, AND SEVEN (7) HERITAGE TREES FROMS THE PROPERTY LOCATED AT 7213 HUEBNER ROAD, BEING PARCEL 45, ABSTRACT 64, CB 4446, BEING APPROXIMATELY TEN (10) ACRES OF LAND**

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**WHEREAS**, Cude Engineering has requested a variance from the Leon Valley Code of Ordinances, Chapter 13, Tree Preservation to remove eighty medium, 110 large, and seven heritage trees; and

**WHEREAS**, this Tree Variance Request Case No.2022-02 was considered by the Tree Advisory Board on April 25, 2022, and the Board recommended approval of this request; and

**WHEREAS**, the Leon Valley City Council may authorize a variance from Chapter 13, Tree Preservation regulations granted after consideration and recommendation by the Tree Advisory Board to the City Council for final determination where a literal enforcement of the provision of this article will result in unnecessary hardship; and

**WHEREAS**, the granting of the variance will not be contrary to the public interest, will be in harmony with the spirit and purposes of Chapter 13, Tree Preservation, the variance is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial; and will not substantially weaken the general purposes of Chapter 13, Tree preservation;

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


Cude Engineering is hereby granted a variance from the Leon Valley Code of Ordinances, Chapter 13, Tree Preservation to remove eighty (80) medium, one-hundred and ten (110) large, and seven (7) heritage trees on a 10 acre tract of land, generally located at 7213 Huebner Road, in the City of Leon Valley, being Parcel 45, Abstract 64, CB 4446, with the provision that the property owner plant two new trees per subdivided residential lot for a total of 172 new trees, and pay a fee of \$59,150 in lieu of additional tree plantings.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley  
this the 3rd day of May 2022.

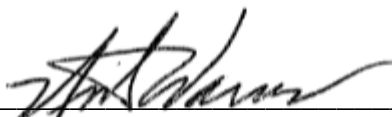
**APPROVED**

  
**CHRIS RILEY**  
MAYOR

Attest :

  
**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

  
**NICOLE WARREN**  
City Attorney





Consider Amending  
Resolution 22-009R  
Tree Removal Variance Request  
7213 Huebner Road

Melinda Moritz  
Director of Public Works  
City Council Meeting  
February 7, 2023



# Summary

- Question
  - Whether to amend a Resolution granting a Tree Variance by Cude Engineering, to allow the removal of an additional 30 medium, 14 large, and 9 heritage trees and increasing the fee in lieu, for a total amount of \$135,150
- Options
  - Approve the amendment request
  - Deny
  - Other
- Declaration
  - To accommodate the orderly development of this lot, it is recommended the City Council approve the request

# Purpose

- To consider amending Resolution No. 2022-009R
- To Allow the removal of an additional 30 medium, 14 large, and 9 Heritage trees
- At Poss Landing Subdivision, 7213 Huebner Road

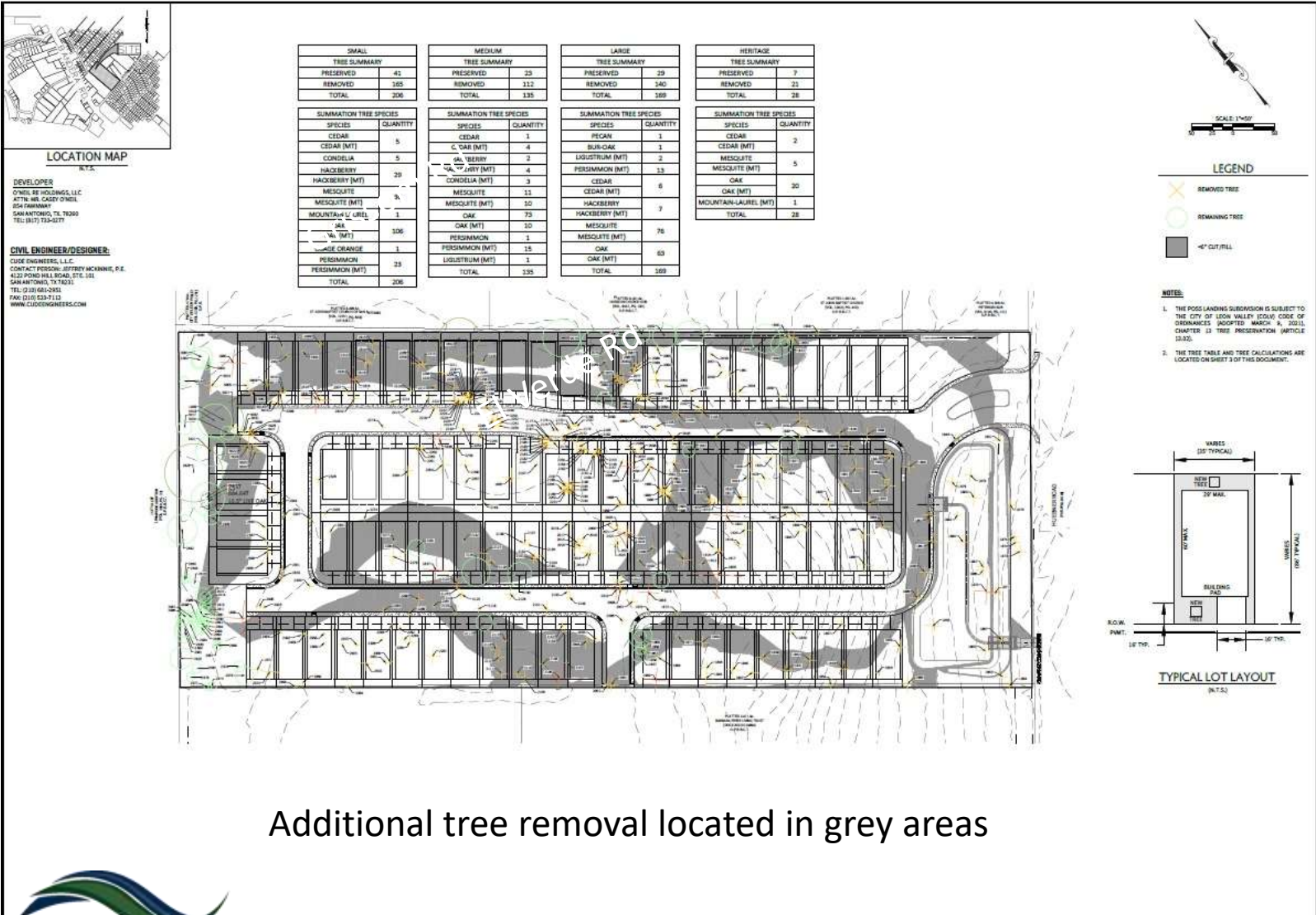
# Background

- 2021/22 – City Council approved rezoning property to Planned Development District
- 5/3/22 – Council approved a variance request to remove 80 medium, 110 large, & 7 Heritage trees from the property
- 7/26/22 – Plat approved
- Replacement Plan is to plant 2 trees per lot (86 lots = 172 new trees)
- Tree Mitigation fees were \$59,150

# Background

- After design & layout, realized that more area would need to be graded for homes, streets, drainage, etc., resulting in the necessity for removal of additional trees
- This request is to allow the removal of an additional 30 medium, 14 large, and 9 Heritage trees from this site and to allow an increase to the “cash in lieu of” tree mitigation fees from \$59,150 to \$135,150

# New Tree Removal Plan



Additional tree removal located in grey areas

# Background

- City Code mandates that for each medium tree removed, 1 tree of 6” or more in diameter be planted and for each large tree, 1 tree of 8” or more in diameter be planted
- City Code prohibits the removal of any heritage trees, regardless of species
- Code further states up to 25% of required trees may be mitigated rather than preserved, unless insufficient land area exists to plant the required total caliper width of replacement trees, then “cash in lieu of” amount may be increased up to 50% of the required replacement tree amount
- They are requesting to mitigate 37% in fees

# New Mitigation Summary

TREE INCHES	P	R
HERITAGE	178	501
LARGE	412	2045.5
MEDIUM	186.5	1060
SMALL	255.5	1015.5
<b>TOTAL</b>	<b>1032</b>	<b>4622</b>

<u>REQUIRED MITIGATION (INCHES)</u>	
HERITAGE	501
LARGE	992
MEDIUM	660
<b>TOTAL INCHES</b>	<b>2153</b>
<b>TOTAL COST</b>	<b>\$ 215,300.00</b>

TREES (COUNT)	P	R
HERITAGE	6	16
LARGE	26	124
MEDIUM	20	110
SMALL	48	188
<b>TOTAL</b>	<b>100</b>	<b>438</b>

<u>REVISED MITIGATION PROVIDED</u>		
LOT TREES	DIA. NEW TREES	3
	# LOTS	86
	# TREE/LOT	2
		516
LANDSCAPE	DIA. NEW TREES	3
	# LOTS	10
		30
SMALL TREE CREDIT		255.5
<b>REMAINING (INCHES)</b>		<b>1351.5</b>
<b>MITIGATION FEE</b>		<b>\$135,150.00</b>

APPROVED VARIANCE	R
HERITAGE	7
LARGE	110
MEDIUM	80

<b>MITIGATION %</b>	<b>37%</b>
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# Code Requirements

- City Code states:
  - Variances may be granted after consideration and approval of the City Council, where a literal enforcement of the provision of the Article will result in unnecessary hardship
  - No variance may be granted unless:
    - Such variance will not be contrary to the public interest;
    - Such variance will be in harmony with the spirit and purposes of the article;
    - The variance sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial;
    - The variance will not substantially weaken the general purposes of the Tree Preservation Ordinance.



# Fiscal Impact

- Tree mitigation fees in the amount of \$135,150 will be paid into the Tree Mitigation Fund
- This fund is restricted to supporting additional tree planting at approved sites in Leon Valley
- The granting of this variance would facilitate the development of new housing, which will increase the city's sales and property tax base

# Recommendation

- Staff recommends approval of this request, as the land has already been rezoned and platted

## S.E.E. Statement

- Social Equity - The request will facilitate the development of more housing in Leon Valley
- Economic Development - The request will promote development and an increase in sales and property tax
- Environmental Stewardship - The request mitigates the removal of trees with the planting of native tree species and provides funding for planting trees in public areas

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** January 5, 2023  
**TO:** Mayor and Council  
**FROM:** Roque Salinas, Director of Economic Development  
**THROUGH:** Dr. Crystal Caldera, City Manager

**SUBJECT:** Presentation, Discussion and Possible Action on a Resolution allowing HydroGeoLogic, Inc a subcontractor for the U.S. Environmental Protection Agency (EPA) to utilize 6401 El Verde Road from March 1, 2023 - September 30, 2023.

### **PURPOSE**

This resolution authorizes the City Manager enter into an agreement with HydrGeoLogic, inc. (HGL) for a period of 7 months. HGL is a subcontractor for the U.S. Environmental Protection Agency (EPA). HGL agrees to occupy the building and utilize it for office space during the remedial action construction at the Bandera Road superfund site.

The Bandera Road Ground Water Plume Superfund Site (Site) is located in the City of Leon Valley, Bexar County, Texas. The Site encompasses an area of approximately 1 mile long by ½ mile wide. The Site is centered in a business area, with some homes nearby, between Poss Road and Grissom Road, southwest of Bandera Road. Two City of Leon Valley public water supply wells are within one mile of the center of the contamination plume. These two public water supply wells are routinely sampled by EPA to ensure public safety.

### **FISCAL IMPACT**

HGL agrees to pay \$300 a month in rent and \$150 in utilities.

### **SEE LEON VALLEY**

***Social Equity*** – The cleanup will assist in continuing to provide a superior water supply to all residents of Leon Valley.

***Economic Development*** – N/A

***Environmental Stewardship*** – EPA’s Superfund program is responsible for cleaning up some of the nation’s most contaminated land and responding to environmental emergencies, oil spills and natural disasters. To protect public health and the environment, the Superfund program focuses on making a visible and lasting difference in communities, ensuring that people can live and work in healthy, vibrant places.

### **STRATEGIC GOALS**

N/A

**RECOMMENDATION**

City Council Discretion.

ATTEST :

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

## LEASE AGREEMENT

**THIS LEASE** is made as of 02/7/2023, by and between City of Leon Valley ("Lessor"), whose address is 6400 El Verde Road, Leon Valley, Texas 78238, and HdroGeoLogic, Inc. (HGL) ("Lessee"), whose address is 6340 Glenwood, Suite 200, Overland Park, KS 66202.

**WITNESSETH, THAT FOR AND IN CONSIDERATION** of the covenants and agreements herein contained to be observed, kept and performed by the aforementioned respective parties hereto, the Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease and hire for the Lessor the premises located and situated at 6401 El Verde Road, Leon Valley, Texas 78238 (the "Premises") in the County of Bexar.

### **USE OF PREMISES**

The premises shall be used only as or for the purpose of office space during the upcoming remedial action construction at the Bandera Road Super Fund Site. The office will be occupied by HGL personnel, HGL Subcontractors, and/or EA Engineering on behalf of EPA.

### **LEASE TERM**

The term of this lease shall begin on March 1, 2023, and will end on September 30, 2023, at 11:59 PM (the "Term"). If the Lessee vacated the premises prior to the end of the lease term, the Lessee shall be liable for the balance amount of the lease for the remainder of the lease term.

In the event that the Lessee desires to vacate the premises, the Lessee shall provide the Lessor with ten (10) days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month. Prior to vacating the premises, the Lessee shall make sure that the premises are clean and free and clear of any dirt, trash, waste and/or debris, with the exception of normal wear and tear. The Lessor shall have the right to perform a walk through prior to the Lessee vacating to ensure the premise complies with the aforementioned requirements.

### **RENT/LEASE PAYMENT**

The Lessee agrees to and shall pay monthly installment payments to the Lessor at 6400 El Verde Road, Leon Valley, Texas 78238.

Lessee shall pay to the Lessor a monthly base rent in the amount of \$300.00 per month without setoff, abatement, or deduction, due and payable on the first day of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. On the 5<sup>th</sup> day of the month if rent remains unpaid the Lessee shall pay a late charge of twenty-five and no/100 dollars (\$25.00) and a ten and no/100 dollars (\$10.00) late fee every day thereafter that the rent or lease payment remains unpaid.

In the event a check for rent or lease payment is returned for non-sufficient funds (NSF), the Lessee shall pay a return check fee in the amount of \$40.00, and the Lessor shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

### ***POSSESSION***

The Lessee shall take possession of the premises on March 1, 2023, unless otherwise stipulated. The Lessor shall use due diligence to ensure Lessee is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated by Lessor for the period of any delay in providing or turning over possession of the premises to the Lessee; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Lessee shall bring no claim against the Lessor for any delay in obtaining possession.

In the event that the Lessee fails to take possession of the premises within ten (10) days after the beginning of this Lease, then the Lessor may terminate this Agreement.

### ***LEASE TERM EXPIRATION***

Upon expiration of the initial lease term, the Lessee will become a month-to-month tenancy, and all other terms, conditions, provisions, and obligations of the Lease insofar as the same are applicable to a tenancy from month-to-month shall inure.

### ***INSURANCE ON PREMISE***

The Lessee shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Lessor, may, from time to time, deem reasonably necessary, and showing the Lessee, the Lessor and the Lessor's Lender or Lien Holder, if any, as the insured parties.

### ***LESSEE INDEMNITY & LIABILITY INSURANCE***

The Lessee shall at all times indemnify, defend and hold the Lessor harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Lessee, the Lessee's agents, employees, staff, invitees or any person on the Premises by reason of the Lessee's use or occupancy or resulting from the Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain at all times during the lease term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \$500,000 for injury or \$1,000,000.00 for death of persons with a \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage and \$500,000.00 for property damage. During the lease term, Lessee shall furnish the Lessor with a certificate or certificates of insurance, in a form acceptable to the Lessor, covering such insurance

so maintained by the Lessee and naming the Lessor and Lessor's mortgagees, if any, as additional insureds.

***OPERATING EXPENSES***

It is the intention of the parties, and they hereby agree, that the Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred and fifty dollars (\$150) a month for water, electricity and natural gas. The Lessee also agrees to maintain the Premises and related parking areas, and shall include, waste disposal, operating materials and supplies, service agreements and charges, cleaning and custodial, security, internet services, insurance, and all other direct operating costs of operating and maintaining the Premises and related parking areas at their own expense.

***ASSIGNMENT AND SUBLETTING***

The Lessee shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without prior written consent of the Lessor, in each and every instance. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

***CONDITION OF PREMISES***

Lessee acknowledges that it has had the opportunity to inspect the Premises and, with the exception of any notations or provisions herein provided otherwise in this Lease, the Lessee accepts the Premises in its present condition “**AS IS**”. At the end of the lease term, except for any damages caused by fire or other perils, Lessee, at its expense shall (i) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by the Lessee, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Lessee's obligations; (ii) have removed all of the Lessee's property from the Premises; (iii) have repaired any damages to the Premises caused by the removal of the Lessee's Property; and (iv) leave the Premises free of trash, waste, dirt and debris and the Premises in good and reasonable condition.

***HOLDOVER RENT UPON TERMINATION***

Upon the termination of this Lease. Lessee must immediately vacate the Premises. If Lessee fails to do so then at the option of Lessor, but without the execution of a new lease by Lessor and Lessee, Lessee shall immediately become a tenant from month-to-month of the Premises at a net rent equal to the amount of the then applicable fair market rental value of the Premises effective at the termination of the lease (the “Holdover Rent”), and all other terms, conditions, provisions, and obligations of the Lease insofar as the same are applicable to a tenancy from month-to-month shall



inure. The parties agree that the Holdover Rent shall not be deemed as a penalty but rather as bargained for liquidated damages in order to compensate the Lessor for the Lessee's unlawful holdover of the demised Premises.

#### ***LESSOR'S RIGHT OF ENTRY***

The Lessor or Lessor's agent shall have the right of entry at reasonable hours to inspect or show the Premises to prospective Lender or Lien Holders and purchasers, and to perform or provide anything that the Lessor may be required to perform or provide hereunder, or which the Lessor may deem necessary for the good or benefit of the Premises or any building of which they are a part as long as reasonable notice is given to Lessee. As of and during the last ninety (90) days of this Lease, the Lessor shall have the right to post and/or display a "For Rent" sign on the Premises.

#### ***EXCLUSION OF LESSEE***

Lessor may not intentionally prevent the Lessee from entering the leased Premises except by judicial process unless the exclusion results from: (i) bona fide repairs, construction, or an emergency; (ii) removing the contents of Premises abandoned by Lessee; or (iii) changing door locks of Lessee in the event the Lessee is delinquent in paying rent. Lessor or Lessor's agent must then place a written notice on Lessee's front door stating the name and address or telephone number of company or the individual from whom the key may be obtained. The new key is required to be provided only during Lessee's regular business hours.

#### ***SIGNS AND ADVERTISEMENTS***

The Lessee shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, or paint the exterior or interior walls of the building without the advance prior written consent of the Lessor. The Lessor shall have the right to remove any sign(s) which have not been approved in order to maintain the leased premises or to make any repairs or alterations thereto. All permitted signage placement and/or removal shall be at the Lessee's sole cost and expense and must comply with the applicable City of Leon Valley regulations.

#### ***PERSONAL PROPERTY***

The Lessor shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of the Lessee in or about said Premises.

#### ***ALTERATIONS***

Any and all alterations, additions and/or improvements, except trade fixtures installed at the expense of the Lessee shall become the property of the Lessor and shall remain upon and shall be surrendered with the leased Premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent and approval of the Lessor. If consent is granted by the Lessor for the making of improvements,

alterations or additions to the leased Premises, such improvements, alterations or additions shall not commence until such time as the Lessee has furnished to the Lessor a copy of all plans and a certificate of insurance showing coverage in an amount satisfactory to the Lessor protecting the Lessor from liability for injury to any person and damage to any personal property, on or off the leased Premises, in connection with the making of such improvements, alterations or additions. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Lessee without prior written permission of the Lessor. If such permission is granted, such work or installation shall be done at the Lessee's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Lessee shall promptly remove and reinstall the cooling tower, equipment or structure at the Lessee's expense and repair at the Lessee's expense any damage which may result from such removal or reinstallation. Upon termination of this lease, Lessee shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Lessor. Lessee shall promptly repair, at its expense, any damages resulting from such removal. At the termination of this lease, Lessee shall deliver the leased Premises in good and reasonable condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Lessee's expense prior to the expiration of the lease term. All alterations, improvements, additions and repairs made by the Lessee shall be made in good and workmanlike manner.

#### ***INTERRUPTION OF UTILITIES***

Lessor or Lessor's agent may not interrupt or cause the interruption of utility services paid directly to the utility company by the Lessee unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by the Lessor are interrupted and continue to be interrupted despite the good faith efforts of Lessor to remedy the same, Lessor shall not be liable in any respect for damages to the person or property of Lessee or Lessee's employees, agents, or guests and same shall not be construed as grounds for constructive eviction or abatement of rent. Lessor shall use reasonable diligence to repair and remedy such interruption promptly.

#### ***LEGAL REQUIREMENTS***

The Lessee shall comply with all laws, orders, ordinances and other public requirements now and hereafter affecting the Premises or the use thereof, and the Lessee shall indemnify, defend and hold harmless the Lessor from any expense or damage resulting from the failure to do so.

#### ***FIXTURES***

With the exception for Lessee's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installation and non-trade fixtures installed or erected on the Premises, whether by or at the expense of the Lessor or Lessee, shall belong to the Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, the Lessor shall retain the option to permit the Lessee to remove their alterations or

improvements (made by Lessee) prior to the expiration of this Lease and return the Premise to its original condition. Any repairs, alterations, additions, improvements, installations and trade fixtures installed or erected on the Premises by or at the expense Lessor, shall belong to Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease.

### ***REPAIRS AND MAINTENANCE***

The Lessor shall maintain the kitchen equipment, foundation, exterior walls (with the exception of glass; windows; doors; door closure devices; window and door frames; molding; locks and hardware) and exterior painting or other treatment of exterior walls, and the roof of the leased Premises in good repair except that the Lessor shall not be required to make any repairs resulting from the negligence or acts of negligence on the behalf of the Lessee, its staff, employees, sublessees, licensees and concessionaires. The Lessee shall be responsible for maintenance of the common areas and common area equipment and furnishings. Any such repairs and/or maintenance in which the Lessor would be responsible, the Lessee agrees to provide Lessor with written notice of the needed repairs and/or maintenance, and Lessor shall ensure that any repairs and/or maintenance shall be made and completed within a reasonable time frame. Lessee shall notify the Lessor of any emergency repairs to be made. Lessee shall keep the interior of the leased Premises in good, clean and workable condition and shall, at its sole expense, make all needed repairs and replacements, including replacement of cracked or broken glass, windows, doors, door closure devices, door and window frames, molding, locks and hardware, except for repairs and replacements required to be made by the Lessor under this section.

In the event that any repairs required to be made by the Lessee hereunder are not made within 60 days after written notice delivered to the Lessee by the Lessor, the Lessor shall reserve the right and option to make or have said repairs made without liability to the Lessor for any loss or damage which may result by reason of such repairs, and that Lessee shall pay to the Lessor, upon demand as additional rent hereunder, the cost of such repairs. At the termination of this Lease, Lessee shall deliver the leased premises in good order and condition, normal wear and tear excepted. Normal wear and tear means the deterioration which results from normal use and not as an act of carelessness, neglect, accident or abuse.

### ***WAIVER OF SUBROGATION***

As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to the property owned by said parties which is or might be incident to or the result of fire or other casualty against loss for which either of the parties is now carrying or hereafter carry insurance; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their

respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

***DEFAULT & REMEDIES***

Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

***LESSOR RE-ENTRY:*** Upon the happening of any such event of default by Lessee, Lessor, at any time thereafter may:

(a) Either with or without notice of demand, may declare the Lease term terminated and re-enter the Premises or any part thereof, either with or without process of law, and may expel or remove therefrom Lessee and all parties occupying the same or any of them, using force as may be necessary so to do, and again repossess and enjoy the same without prejudice to any remedies that Lessor may otherwise have by reason of the breach hereof. Or

(b) Re-enter the Premises at its option without declaring the Lease Term terminated and relet the whole or any part thereof for the account of Lessee on such terms and conditions and at such rent as Lessor may deem proper, collecting such rent and applying it on the amount due from Lessee hereunder. And on the expense of such reletting (including expense of alteration and special inducements to Lessee) and on any other damage or expense so sustained by Lessor, or on any such item or items, Lessor will recover from Lessee the difference between the proceeds of such reletting and the amount of rentals reserved hereunder (if any) and any such damage or expense from time to time which said sum Lessee agrees to pay upon demand.

***LESSEE DEFAULT AND LESSOR REMOVAL OF ABANDONED PROPERTY***

In the event that the Lessee abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Lessor may enforce the performance of the lease in any manner provided by law. This lease may be terminated at the Lessor's discretion if such abandonment or default continues for a period of 30 days after the Lessor notifies the Lessee of such abandonment or default and of Lessor's intention to declare this lease terminated. Such notice shall be sent by the Lessor to the Lessee at the Lessee's last known address by certified mail. If Lessee has not completely removed or cured the default within the 30 day period, this lease shall terminate. Thereafter, Lessor or its agents shall have the right without further notice or demand to enter the leased Premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Lessee, the remaining unpaid portion of any rent shall become due and payable. For the sole purpose of this section, Lessee is presumed to have abandoned the Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Premises, is being or has been removed from the Premises and the removal is not within the normal course of Lessee's business. Lessor shall have the right to store any property of Lessee that remains

on the abandoned Premises and, in addition to Lessor's other rights, may dispose of the stored property if the Lessee does not claim the property within 60 days after the date that the property is stored, provided Lessor delivers notice by certified mail to Lessee.

### ***DAMAGES***

Should Lessor terminate this Lease by reason of any breach thereof by Lessee, Lessor may thereupon recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved herein (if any) for the balance of said Term over the then reasonable rental value of the Premises for the same period. Lessor shall not by any re-entry or other act be deemed to have terminated this Lease or the liability of Lessee for the total rent hereunder or any installment thereof then due or thereafter accruing or for damages unless Lessor shall notify Lessee in writing that Lessor has so elected to terminate the Lease.

### ***LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT***

Lessor, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor at the time the sum is paid.

### ***WAIVER***

The rights and remedies of the Lessor under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by the Lessor of any breach or default of the Lessee shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by the Lessor of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. Receipt by Lessor of partial payment after Lessee's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Lessor before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

### ***TOXIC OR HAZARDOUS MATERIALS***

Lessee shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Lessor. Lessee, at its sole cost, shall comply with all laws relating to Lessee's storage, use and disposal of hazardous or toxic materials. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Lessee's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to the condition existing prior to the appearance of toxic

or hazardous materials on the Premises. Lessee's obligations under this paragraph shall survive the termination of this Lease.

***GOVENING LAWS***

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and venue shall be proper in Bexar County, Texas.

***COMPLIANCE WITH LAWS AND REGULATIONS***

Lessee shall, at its own expense, comply with all laws, orders, codes and requirements of all government entities with reference to the use and occupancy of the leased Premises. Lessee and Lessee's agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the leased premises as required by the Lessor. Lessor may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased Premises, provided same are in writing and are not in conflict with this lease.

***NOTICES***

Any notice hereunder shall be sufficient if sent by certified mail, addressed to the Lessee at the Premises, and to the Lessor where rent is payable.

***SUCCESSORS***

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any rights in the assignee or sublessee of Lessee.

***BANKRUPTCY***

Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

***PRIOR AGREEMENTS SUPERSEDED***

This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings, whether written or oral agreement, between the parties respecting the subject matter of this lease.

***AMENDMENT***

No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by all parties to this agreement.

***ADDITIONAL INSTRUMENTS***

The parties hereto will execute any and all additional document or instruments that may be necessary or convenient to carry out the intent and purposes of the parties to this agreement.

***ENTIRE AGREEMENT***

This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing and signed by the Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

***IN WITNESS WHEREOF***, said parties hereunto subscribe their names.

By: \_\_\_\_\_  
Crystal Caldera, City Manager  
City of Leon Valley - Lessor  
Lessor Telephone: 210-684-1391  
Lessor Email: [c.caldera@leonvalleytexas.gov](mailto:c.caldera@leonvalleytexas.gov) \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
HGL, Owner, Lessee  
Lessee Telephone: (210) 778-5522 \_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nicole Warren, City Attorney

**RESOLUTION No.**

**A RESOLUTION OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL RESOLVING TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH HYDROGEOLOGIC, INC, FOR A PERIOD OF 7 MONTHS**

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**WHEREAS**, HydroGeoLogic, Inc (HGL) is requesting the City of Leon Valley to consider entering into a lease agreement with them;

**WHEREAS**, the lease agreement will be for a period of 7 months beginning March 1, 2023 and ending September 30, 2023;

**WHEREAS**, HGL will pay a monthly lease of \$300 a month for rent and \$150 in utilities;

**WHEREAS**, HGL is a U.S. Environmental Protection Agency (EPA) subcontractor;

**WHEREAS**, The Bandera Road Ground Water Plume Superfund Site is located in the City of Leon Valley, Bexar County, Texas. The Site encompasses an area of approximately 1 mile long by ½ mile wide;

**WHEREAS**, HGL will be utilizing the building as office space during the upcoming remedial action construction at the Bandera Road superfund site

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

1. The City Manager of the City of Leon Valley, Texas, or in her stead her designee, is authorized enter into an agreement with HGL.
2. The Mayor and City Council, with the adoption of this Resolution, further authorize the City Manager to act on behalf of the City of Leon Valley in all matters related to the Lese agreement.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 7th day of February 2023.

**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

## LEASE AGREEMENT

**THIS LEASE** is made as of 02/7/2023, by and between City of Leon Valley ("Lessor"), whose address is 6400 El Verde Road, Leon Valley, Texas 78238, and HdroGeoLogic, Inc. (HGL) ("Lessee"), whose address is 6340 Glenwood, Suite 200, Overland Park, KS 66202.

**WITNESSETH, THAT FOR AND IN CONSIDERATION** of the covenants and agreements herein contained to be observed, kept and performed by the aforementioned respective parties hereto, the Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease and hire for the Lessor the premises located and situated at 6401 El Verde Road, Leon Valley, Texas 78238 (the "Premises") in the County of Bexar.

### **USE OF PREMISES**

The premises shall be used only as or for the purpose of office space during the upcoming remedial action construction at the Bandera Road Super Fund Site. The office will be occupied by HGL personnel, HGL Subcontractors, and/or EA Engineering on behalf of EPA.

### **LEASE TERM**

The term of this lease shall begin on March 1, 2023, and will end on September 30, 2023, at 11:59 PM (the "Term"). If the Lessee vacated the premises prior to the end of the lease term, the Lessee shall be liable for the balance amount of the lease for the remainder of the lease term.

In the event that the Lessee desires to vacate the premises, the Lessee shall provide the Lessor with ten (10) days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month. Prior to vacating the premises, the Lessee shall make sure that the premises are clean and free and clear of any dirt, trash, waste and/or debris, with the exception of normal wear and tear. The Lessor shall have the right to perform a walk through prior to the Lessee vacating to ensure the premise complies with the aforementioned requirements.

### **RENT/LEASE PAYMENT**

The Lessee agrees to and shall pay monthly installment payments to the Lessor at 6400 El Verde Road, Leon Valley, Texas 78238.

Lessee shall pay to the Lessor a monthly base rent in the amount of \$300.00 per month without setoff, abatement, or deduction, due and payable on the first day of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. On the 5<sup>th</sup> day of the month if rent remains unpaid the Lessee shall pay a late charge of twenty-five and no/100 dollars (\$25.00) and a ten and no/100 dollars (\$10.00) late fee every day thereafter that the rent or lease payment remains unpaid.

In the event a check for rent or lease payment is returned for non-sufficient funds (NSF), the Lessee shall pay a return check fee in the amount of \$40.00, and the Lessor shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

### ***POSSESSION***

The Lessee shall take possession of the premises on March 1, 2023, unless otherwise stipulated. The Lessor shall use due diligence to ensure Lessee is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated by Lessor for the period of any delay in providing or turning over possession of the premises to the Lessee; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Lessee shall bring no claim against the Lessor for any delay in obtaining possession.

In the event that the Lessee fails to take possession of the premises within ten (10) days after the beginning of this Lease, then the Lessor may terminate this Agreement.

### ***LEASE TERM EXPIRATION***

Upon expiration of the initial lease term, the Lessee will become a month-to-month tenancy, and all other terms, conditions, provisions, and obligations of the Lease insofar as the same are applicable to a tenancy from month-to-month shall inure.

### ***INSURANCE ON PREMISE***

The Lessee shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Lessor, may, from time to time, deem reasonably necessary, and showing the Lessee, the Lessor and the Lessor's Lender or Lien Holder, if any, as the insured parties.

### ***LESSEE INDEMNITY & LIABILITY INSURANCE***

The Lessee shall at all times indemnify, defend and hold the Lessor harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Lessee, the Lessee's agents, employees, staff, invitees or any person on the Premises by reason of the Lessee's use or occupancy or resulting from the Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain at all times during the lease term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \$500,000 for injury or \$1,000,000.00 for death of persons with a \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage and \$500,000.00 for property damage. During the lease term, Lessee shall furnish the Lessor with a certificate or certificates of insurance, in a form acceptable to the Lessor, covering such insurance

so maintained by the Lessee and naming the Lessor and Lessor's mortgagees, if any, as additional insureds.

### ***OPERATING EXPENSES***

It is the intention of the parties, and they hereby agree, that the Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations, or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred and fifty dollars (\$150) a month for water, electricity and natural gas. The Lessee also agrees to maintain the Premises and related parking areas, and shall include, waste disposal, operating materials and supplies, service agreements and charges, cleaning and custodial, security, internet services, insurance, and all other direct operating costs of operating and maintaining the Premises and related parking areas at their own expense.

### ***ASSIGNMENT AND SUBLETTING***

The Lessee shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without prior written consent of the Lessor, in each and every instance. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

### ***CONDITION OF PREMISES***

Lessee acknowledges that it has had the opportunity to inspect the Premises and, with the exception of any notations or provisions herein provided otherwise in this Lease, the Lessee accepts the Premises in its present condition “**AS IS**”. At the end of the lease term, except for any damages caused by fire or other perils, Lessee, at its expense shall (i) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by the Lessee, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Lessee's obligations; (ii) have removed all of the Lessee's property from the Premises; (iii) have repaired any damages to the Premises caused by the removal of the Lessee's Property; and (iv) leave the Premises free of trash, waste, dirt and debris and the Premises in good and reasonable condition.

### ***HOLDOVER RENT UPON TERMINATION***

Upon the termination of this Lease. Lessee must immediately vacate the Premises. If Lessee fails to do so then at the option of Lessor, but without the execution of a new lease by Lessor and Lessee, Lessee shall immediately become a tenant from month-to-month of the Premises at a net rent equal to the amount of the then applicable fair market rental value of the Premises effective at the termination of the lease (the “Holdover Rent”), and all other terms, conditions, provisions, and obligations of the Lease insofar as the same are applicable to a tenancy from month-to-month shall inure. The parties agree that the Holdover Rent shall not be deemed as a penalty but rather as

bargained for liquidated damages in order to compensate the Lessor for the Lessee's unlawful holdover of the demised Premises.

***LESSOR'S RIGHT OF ENTRY***

The Lessor or Lessor's agent shall have the right of entry at reasonable hours to inspect or show the Premises to prospective Lender or Lien Holders and purchasers, and to perform or provide anything that the Lessor may be required to perform or provide hereunder, or which the Lessor may deem necessary for the good or benefit of the Premises or any building of which they are a part as long as reasonable notice is given to Lessee. As of and during the last ninety (90) days of this Lease, the Lessor shall have the right to post and/or display a "For Rent" sign on the Premises.

***EXCLUSION OF LESSEE***

Lessor may not intentionally prevent the Lessee from entering the leased Premises except by judicial process unless the exclusion results from: (i) bona fide repairs, construction, or an emergency; (ii) removing the contents of Premises abandoned by Lessee; or (iii) changing door locks of Lessee in the event the Lessee is delinquent in paying rent. Lessor or Lessor's agent must then place a written notice on Lessee's front door stating the name and address or telephone number of company or the individual from whom the key may be obtained. The new key is required to be provided only during Lessee's regular business hours.

***SIGNS AND ADVERTISEMENTS***

The Lessee shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, or paint the exterior or interior walls of the building without the advance prior written consent of the Lessor. The Lessor shall have the right to remove any sign(s) which have not been approved in order to maintain the leased premises or to make any repairs or alterations thereto. All permitted signage placement and/or removal shall be at the Lessee's sole cost and expense and must comply with the applicable City of Leon Valley regulations.

***PERSONAL PROPERTY***

The Lessor shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of the Lessee in or about said Premises.

***ALTERATIONS***

Any and all alterations, additions and/or improvements, except trade fixtures installed at the expense of the Lessee shall become the property of the Lessor and shall remain upon and shall be surrendered with the leased Premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent and approval of the Lessor. If consent is granted by the Lessor for the making of improvements, alterations or additions to the leased Premises, such improvements, alterations or additions shall not commence until such time as the Lessee has furnished to the Lessor a copy of all plans and a

certificate of insurance showing coverage in an amount satisfactory to the Lessor protecting the Lessor from liability for injury to any person and damage to any personal property, on or off the leased Premises, in connection with the making of such improvements, alterations or additions. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Lessee without prior written permission of the Lessor. If such permission is granted, such work or installation shall be done at the Lessee's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Lessee shall promptly remove and reinstall the cooling tower, equipment or structure at the Lessee's expense and repair at the Lessee's expense any damage which may result from such removal or reinstallation. Upon termination of this lease, Lessee shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Lessor. Lessee shall promptly repair, at its expense, any damages resulting from such removal. At the termination of this lease, Lessee shall deliver the leased Premises in good and reasonable condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Lessee's expense prior to the expiration of the lease term. All alterations, improvements, additions and repairs made by the Lessee shall be made in good and workmanlike manner.

#### ***INTERRUPTION OF UTILITIES***

Lessor or Lessor's agent may not interrupt or cause the interruption of utility services paid directly to the utility company by the Lessee unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by the Lessor are interrupted and continue to be interrupted despite the good faith efforts of Lessor to remedy the same, Lessor shall not be liable in any respect for damages to the person or property of Lessee or Lessee's employees, agents, or guests and same shall not be construed as grounds for constructive eviction or abatement of rent. Lessor shall use reasonable diligence to repair and remedy such interruption promptly.

#### ***LEGAL REQUIREMENTS***

The Lessee shall comply with all laws, orders, ordinances and other public requirements now and hereafter affecting the Premises or the use thereof, and the Lessee shall indemnify, defend and hold harmless the Lessor from any expense or damage resulting from the failure to do so.

#### ***FIXTURES***

With the exception for Lessee's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installation and non-trade fixtures installed or erected on the Premises, whether by or at the expense of the Lessor or Lessee, shall belong to the Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, the Lessor shall retain the option to permit the Lessee to remove their alterations or improvements (made by Lessee) prior to the expiration of this Lease and return the Premise to its original condition. Any repairs, alterations, additions, improvements, installations and trade

fixtures installed or erected on the Premises by or at the expense Lessor, shall belong to Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease.

***REPAIRS AND MAINTENANCE***

The Lessor shall maintain the kitchen equipment, foundation, exterior walls (with the exception of glass; windows; doors; door closure devices; window and door frames; molding; locks and hardware) and exterior painting or other treatment of exterior walls, and the roof of the leased Premises in good repair except that the Lessor shall not be required to make any repairs resulting from the negligence or acts of negligence on the behalf of the Lessee, its staff, employees, sublessees, licensees and concessionaires. The Lessee shall be responsible for maintenance of the common areas and common area equipment and furnishings. Any such repairs and/or maintenance in which the Lessor would be responsible, the Lessee agrees to provide Lessor with written notice of the needed repairs and/or maintenance, and Lessor shall ensure that any repairs and/or maintenance shall be made and completed within a reasonable time frame. Lessee shall notify the Lessor of any emergency repairs to be made. Lessee shall keep the interior of the leased Premises in good, clean and workable condition and shall, at its sole expense, make all needed repairs and replacements, including replacement of cracked or broken glass, windows, doors, door closure devices, door and window frames, molding, locks and hardware, except for repairs and replacements required to be made by the Lessor under this section.

In the event that any repairs required to be made by the Lessee hereunder are not made within 60 days after written notice delivered to the Lessee by the Lessor, the Lessor shall reserve the right and option to make or have said repairs made without liability to the Lessor for any loss or damage which may result by reason of such repairs, and that Lessee shall pay to the Lessor, upon demand as additional rent hereunder, the cost of such repairs. At the termination of this Lease, Lessee shall deliver the leased premises in good order and condition, normal wear and tear excepted. Normal wear and tear means the deterioration which results from normal use and not as an act of carelessness, neglect, accident or abuse.

***WAIVER OF SUBROGATION***

As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to the property owned by said parties which is or might be incident to or the result of fire or other casualty against loss for which either of the parties is now carrying or hereafter carry insurance; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

***DEFAULT & REMEDIES***

Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

***LESSOR RE-ENTRY:*** Upon the happening of any such event of default by Lessee, Lessor, at any time thereafter may:

(a) Either with or without notice of demand, may declare the Lease term terminated and re-enter the Premises or any part thereof, either with or without process of law, and may expel or remove therefrom Lessee and all parties occupying the same or any of them, using force as may be necessary so to do, and again repossess and enjoy the same without prejudice to any remedies that Lessor may otherwise have by reason of the breach hereof. Or

(b) Re-enter the Premises at its option without declaring the Lease Term terminated and relet the whole or any part thereof for the account of Lessee on such terms and conditions and at such rent as Lessor may deem proper, collecting such rent and applying it on the amount due from Lessee hereunder. And on the expense of such reletting (including expense of alteration and special inducements to Lessee) and on any other damage or expense so sustained by Lessor, or on any such item or items, Lessor will recover from Lessee the difference between the proceeds of such reletting and the amount of rentals reserved hereunder (if any) and any such damage or expense from time to time which said sum Lessee agrees to pay upon demand.

***LESSEE DEFAULT AND LESSOR REMOVAL OF ABANDONED PROPERTY***

In the event that the Lessee abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Lessor may enforce the performance of the lease in any manner provided by law. This lease may be terminated at the Lessor's discretion if such abandonment or default continues for a period of 30 days after the Lessor notifies the Lessee of such abandonment or default and of Lessor's intention to declare this lease terminated. Such notice shall be sent by the Lessor to the Lessee at the Lessee's last known address by certified mail. If Lessee has not completely removed or cured the default within the 30-day period, this lease shall terminate. Thereafter, Lessor or its agents shall have the right without further notice or demand to enter the leased Premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Lessee, the remaining unpaid portion of any rent shall become due and payable. For the sole purpose of this section, Lessee is presumed to have abandoned the Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Premises, is being or has been removed from the Premises and the removal is not within the normal course of Lessee's business. Lessor shall have the right to store any property of Lessee that remains on the abandoned Premises and, in addition to Lessor's other rights, may dispose of the stored property if the Lessee does not claim the property within 60 days after the date that the property is stored, provided Lessor delivers notice by certified mail to Lessee.



***DAMAGES***

Should Lessor terminate this Lease by reason of any breach thereof by Lessee, Lessor may thereupon recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved herein (if any) for the balance of said Term over the then reasonable rental value of the Premises for the same period. Lessor shall not by any re-entry or other act be deemed to have terminated this Lease or the liability of Lessee for the total rent hereunder or any installment thereof then due or thereafter accruing or for damages unless Lessor shall notify Lessee in writing that Lessor has so elected to terminate the Lease.

***LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT***

Lessor, at any time after Lessee commits a default, can cure the default at Lessee's cost. If Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Lessor shall be due immediately from Lessee to Lessor at the time the sum is paid.

***WAIVER***

The rights and remedies of the Lessor under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by the Lessor of any breach or default of the Lessee shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by the Lessor of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. Receipt by Lessor of partial payment after Lessee's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Lessor before or after the termination of this Lease shall in any way reinstate, continue, or extend the term above demised.

***TOXIC OR HAZARDOUS MATERIALS***

Lessee shall not store, use, or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Lessor. Lessee, at its sole cost, shall comply with all laws relating to Lessee's storage, use and disposal of hazardous or toxic materials. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Lessee's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to the condition existing prior to the appearance of toxic or hazardous materials on the Premises. Lessee's obligations under this paragraph shall survive the termination of this Lease.

**GOVENING LAWS**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and venue shall be proper in Bexar County, Texas.

**COMPLIANCE WITH LAWS AND REGULATIONS**

Lessee shall, at its own expense, comply with all laws, orders, codes, and requirements of all government entities with reference to the use and occupancy of the leased Premises. Lessee and Lessee's agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the leased premises as required by the Lessor. Lessor may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care, and cleanliness of the leased Premises, provided same are in writing and are not in conflict with this lease.

**NOTICES**

Any notice hereunder shall be sufficient if sent by certified mail, addressed to the Lessee at the Premises, and to the Lessor where rent is payable.

**SUCCESSORS**

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any rights in the assignee or sublessee of Lessee.

**BANKRUPTCY**

Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

**PRIOR AGREEMENTS SUPERSEDED**

This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings, whether written or oral agreement, between the parties respecting the subject matter of this lease.

**AMENDMENT**

No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by all parties to this agreement.

**ADDITONAL INSTRUMENTS**

The parties hereto will execute any and all additional document or instruments that may be necessary or convenient to carry out the intent and purposes of the parties to this agreement.

**ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing and signed by the Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

**IN WITNESS WHEREOF**, said parties hereunto subscribe their names.

By: \_\_\_\_\_  
**Crystal Caldera, City Manager**  
**City of Leon Valley - Lessor** (Date)  
*Lessor Telephone: 210-684-1391*  
*Lessor Email: [c.caldera@leonvalleytexas.gov](mailto:c.caldera@leonvalleytexas.gov)*

By: \_\_\_\_\_  
**HGL, Owner, Lessee** (Date)  
*Lessee Telephone: (210) 778-5522*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Nicole Warren, City Attorney**

January 12, 2023

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

RE: Request for Lease of 6401 El Verde

Dear Dr. Caldera:

HydroGeologic, Inc. (HGL) formally requests the City's consideration of entering into a lease agreement with HGL for use of the office building at 6401 El Verde Road, Leon Valley, Texas. HGL is an U.S. Environmental Protection Agency (EPA) subcontractor and intends to use the building as office space during upcoming Remedial Action construction at the Bandera Road Superfund Site. The offices will likely be occupied by HGL personnel, HGL subcontractors, and/or EA Engineering on behalf of EPA. HGL proposes the following conditions:

- Access to 3 separate rooms that may be utilized for offices, a kitchen area, and bathroom.
- Lease for 7 months, beginning March 1, 2023 and ending September 30, 2023.
- Month to month lease after September 30, pending availability.
- Lease would be paid at a rate of \$300 per month.
- Utilities, inclusive of water, electricity, and natural gas at a rate of \$150 per month.

If these conditions are acceptable to the City, HGL would like to request issuance of lease agreement. HGL understands that the City may have access to desks and chairs that could be utilized in the building and if these are available, HGL kindly requests temporary access to this furniture during the period of the lease.

Sincerely,



Larry Braman  
HydroGeoLogic, Inc. Contract Manager

cc: Stephen Tzhone, EPA  
Melinda Moritz, City of Leon Valley  
David F. Dimaline, City of Leon Valley  
Peter van Noort, HGL  
Greg Thome, HGL  
Pat Appel, EA Engineering



# HydroGeoLogic, Inc Lease Agreement for 6401 El Verde road

Crystal Caldera, PhD  
City Manager  
City Council Meeting  
February 7, 2023

# Summary

- Question
  - Does the City want to enter an agreement with HGL for a period of 7 months
- Options
  - Approve
  - Deny
  - Amend
- Declaration
  - The City Council's Discretion

# Purpose

- Is to authorize the City manager to enter into an agreement with HGL from March 1, 2023 – September 30, 2023.
- HGL is a subcontractor for the U.S. Environmental Protection Agency (EPA).
- HGL agrees to occupy the building and utilize it for office space during the remedial action construction at the Bandera Road superfund site.

# Background

- The Bandera Road Ground Water Plume Superfund Site (Site) is located in the City of Leon Valley, Bexar County, Texas.
- The Site encompasses an area of approximately 1 mile long by ½ mile wide.
- The Site is centered in a business area, with some homes nearby, between Poss Road and Grissom Road, southwest of Bandera Road.
- Two City of Leon Valley public water supply wells are within one mile of the center of the contamination plume.
- These two public water supply wells are routinely sampled by EPA to ensure public safety.



# Fiscal Impact

- \$300 a month in Rent
- \$150 in utilities

# Recommendation

- City Council's Discretion

## **OUTSTANDING CITY COUNCIL ITEMS**

- **A policy on open meetings act in regards to how it applies to advisory committees**
  - 1/17/2023 – Moved by Mayor
  - 2/7/2023
- **A scope of duties for the Earthwise living committee**
  - 1/17/2023 -The committee had additional comments moved to the next meeting
  - 2/7/23 – The next Earthwise meeting is on 2/1. It was to close to the agenda preparation process being postponed until 2/21/2023
- **Substandard Building Regulations**
  - 1/17/2023 first read
  - 2/7/2023 second read
- **Presentation on VIA ridership and MTA .005 of sales tax**
  - 2/7/2023 – Mayor would like VIA present moved to 2/21/2023
- **City Manager Evaluation**
  - 2/7/2023
- **Sustainability Overlay**
  - 3/7/2023
- **Stray Animal Ordinance**
  - Currently being reviewed by City Attorney – we can not require private industry to take in and adopt our stray animals
  - Looking at a possible interlocal agreement.
- **Blood Drive and PTO Policy**
- **Huebner Creek Restoration -RO,BM**
- **Public Private Partnership with local petshops for pet adoption options**
  - 2/21/2023
- **Establish Neighborhood boundaries**
  - Council has opted not to Update Master Plan
  - P & Z Director investigating a university conducting the plan
- **Neighborhood/citizen survey**
- **Discussion and possible action on amending BOA variance criterion by Texas Legislative changes**
  - 2/21/2023
- **Review of the personnel manual**
- **Capital Plans**
  - 5/16/2023
- **Review of the Water rates is Scheduled for the beginning of the new year.**
  - 5/9/2023
- **Legal review of the Sign Code**
  - Councilor Orozco and Bradshaw will work on this item

- **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
- **LVHS request for ARP funds**
  - Reviewing MOU on 11/1/2022, 12/6/2022
- **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
  - Taking to Council on 10/3/2022
  - 2/7/2023 council will review speed pads and school zone

**ITEMS ARE STILL IN THE PIPELINE BUT HAVE BEEN ADDRESSED**

- **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
- **Fourth of July Presentation**
  - City Council 3/15
  - Council provided direction
  - The next update will be on 6/7/2022
  - Recap August 2, 2022, and August 16, 2022
  - Recap and Direction October 4, 2022
  - Review 11/15/2022
    - Time will remain the same and have a headliner that is well known
- **Presentation and discussion on the status of implementation of TPCA best practices for law enforcement policies, including the mandatory provision of mental health PTO in accordance with Texas legislative changes - JS, RO**
  - Discussed at the following Council meeting
    - 6/1/2021
  - Update in the CM report 10/26/2021:
    - We released the initial 6 policies (6.1 - Use of Force, 6.3 - Non-lethal, Less than lethal weapons, 6.4 - Officer Involved Shooting, 7.15 - Vehicle Pursuits, 7.40 Investigations, 8.6 Active Shooter) in July and August. With the distribution, we included a record of receipt and pertinent training.
    - Since the initial release, we have now distributed 4 more policies (3.2 - Field Training Program, 3.2.1 - Field Training Program Operations Manual, 4.6 - Off-duty Employment, 5.4 - Body Worn Camera) and again, with the distribution, we have included a record of receipt and pertinent training.
    - Currently in the process of the last review before we release 8 other policies.
  - Mental Health quarantine Policies Section 614.015 of the Tx Gov't Code have been updated and can be found here:  
[https://cms3.revize.com/revize/leonvalleynew/departments/human\\_resources/procedural\\_directives.php#revize\\_document\\_center\\_rz4176](https://cms3.revize.com/revize/leonvalleynew/departments/human_resources/procedural_directives.php#revize_document_center_rz4176)
  - Distributed a Property and Evidence packaging manual that is used along with 12.1 Property and Evidence Management. 10.1 Prisoner Processing and 11.1 Municipal Court are in the final draft and edit stage and will be distributed both in the near future.
  - Citizens or Media Recording of Police Incidents 2/1/2022
  - Evidence and Property 2/1/2022

- Body Worn Cameras 9/3/2022
- Differential Police Response (CFS Report Program) 9/6/2022
- Rules of Conduct 9/15/2022
- Mission, Values, Written Directives 12/27/2022
- Law Enforcement Role and Authority 12/27/2022
- Field Interviews, Stop and Frisk 12/27/2022
- Arrests With and Without Warrants 12/27/2022
- Eyewitness Identifications 12/27/2022
- **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
- **Tiger brush and bulk issues- Contract ends January 1, 2025**
  - 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 handle 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
    - Council considered two options to handle 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
- **Opioid Litigation**
  - Item Was Addressed in Executives session on:
    - 6/15/2021
    - 09/7/2021
    - 9/21/2021
  - Council Addressed this item at the following Council meeting
    - 11/16/2021
      - Council Passed a resolution # 21-04 agreeing to participate in a settlement agreement with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson and is estimated to receive \$28,389
  - The City still has an Agreement with Phipps, Ortiz and Talafuse for any remaining ongoing litigation
- **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 Townhall meeting update to the council on 4/19/2022
    - Council would like us to use our future land use map
- **Sewer Service Charge Adjustments**
  - Council meeting 2/15/22
  - Impact Fees Removed
  - Sewer Charges will be brought back at a later time.
- **Over 65 Tax Exemption**
  - Council Mtg. 3/1/22
    - Councilor Orozco will get with the Finance Director to see if this item will come back on a later date
- **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
- **Presentation, discussion, and possible action on fluoride survey results – JS**
  - CC Mtg. 3/1/2022 Postponed
  - Moved to 4/5/22
  - Presentation on given to the council and the community on the benefits, no direction was provided to staff
- **American Rescue Plan funds**
  - 8/17/2021 City Council meeting. Council agreed to budget in FY 2022 for the following
    - 911 Mass text - \$5,900
    - PPE and Decontamination Supplies -\$10,000
    - Disposal Supplies and Medication - \$45,000
    - 2 power stretchers – \$60,000
    - 12 LEAD Cardiac monitor - \$70,000
    - Library Hot Spots – \$5,220
    - Huebner Well Generator -\$230,000
  - 11/16/2021 Budget Adjustment ord. # 21-060
    - AV equipment – Council Chambers -\$41,000
    - PD AC Repair - \$10,000
    - Website upgrades - \$40,000
    - Premium Pay for Essential Workers -\$150,000
    - Citizen Utility Asst. -\$50,000
    - Library AC repair -\$25,000
  - For FY 23 Budget
    - Fire Truck-\$400,000
    - Shadow Mist Skate Park -\$70,000
  - This item was heard at the Town Hall Meeting on 3/26/2022
    - Citizen input will be presented at the 4/19/22 CC Mtg
  - At the 4/19/2022 council Meeting council decided to use \$400,000 to purchase a fire truck
  - Finance Director gave a presentation on 10/18/2022 council meeting
- **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

**COMPLETED**

- **Presentation and discussion on the hiring process for Directors**
  - 1/17/2022 presented and passed unanimously