



**CITY OF LEON VALLEY**  
**CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, March 03, 2026 at 6:00 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 Section 551.072: Deliberations about Real Property to discuss the value of .552 acres of land, Lot 7, Dirt V-Murchison Huebner Subdivision, City of Leon Valley, Bexar County, Texas also know at the Silo Property
- 3. Reconvene into Regular Session**
- 4. Citizens to be Heard** - Citizens wishing to address the City Council for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the City Council is restricted from discussing or acting on items not listed on this agenda.
- 5. Possible Action on Issues Discussed in Executive Session If Necessary**
- 6. Presentations**
  1. Presentation of a Proclamation - Colorectal Cancer Awareness Month - Amy Putney, Director of Special Projects, Bexar County Commissioner Rebeca Clay-Flores, Precinct 1 - Mayor Chris Riley
- 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:

- **March 17, 2026 – Regular City Council Meeting**  
6:30 PM · City Council Chambers
- **January 01, 2026 - April 20, 2026 – Period that Registered Voters may apply for a Ballot by Mail**
- **March 07, 2026 – 36th Annual Earthwise Living Day**  
9:00 AM -1:00 PM at the Community Center
- **March 07, 2026 – Basura Bash River & Waterway Cleanup**  
8:00 AM – 12:00 PM – HEB parking lot at 5601 Bandera Road
- **March 16, 2026 – Warrant Resolution Campaign**  
9:00 AM to Noon – Leon Valley Municipal Court
- **March 28, 2026 – City-Wide Garage Sale**  
8:00 AM – 6:00 PM
- **April 02, 2026 – Last Day to Register to Vote** on the May 02, 2026, General Election Ballot
- **Miscellaneous other Events and Announcements**

### 9. Consent Agenda - All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of a Consent Agenda item unless a member of City Council requests that the item be pulled from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

1. Discussion and Possible Action Approving of the Following City Council Minutes:
  - a. 02-17-2026 Regular City Council Meeting Minutes
2. Discussion and Possible Action Accepting of the Following Board/Commission Minutes:
  - a. 01-08-2026 Library Advisory Board Meeting Minutes
3. Discussion and Possible Action on an Ordinance Amending Chapter 11 - Taxation, Article 11.05 Short Term Rentals Occupancy Tax to add a Requirement of Permit Number Listings and Address Identification (First Reading was Held on 02-17-2026) - Dr. Caldera, City Manager
4. Discussion and Possible Action on a Resolution Authorizing the Rejection of All Bids Received for Bid #2025-09 Swimming Pool Rehabilitation Project - D. Dimaline, Public Works Director
5. Discussion and Possible Action on a Resolution Appointing a Member to the Library Advisory Board - S. Passailaigue, City Secretary

## 10. Regular Agenda

- [1.](#) Presentation, **Public Hearing**, and Discussion of Approving a Specific Use Permit Request to Allow a Drive Thru Coffee Shop in a B-2 Retail District on an Approximately 0.44 Acre Tract of Land, Located at NE Corner of Bandera and Huebner Road; and More Specifically Described as Lot 10, CB 4446G Clear Creek Village Subdivision Unit 2 (First Read as Required by City Charter) - M. Gallardo, Planning and Zoning Director
- [2.](#) Discussion and Possible Action on the Approval of Extending the Contractual Services with My Government Online (MGO) - M. Gallardo, Planning and Zoning Director
- [3.](#) Presentation, Discussion, and Possible Action on City Council Chambers Technology Upgrade Project - C. Miranda, Community Relations Director

## 11. 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.

## 12. Adjournment

**Executive Session** - The City Council of the City of Leon Valley reserves the right to adjourn into Executive Session at any time during this meeting to discuss any matter listed on the posted agenda, as authorized by the Texas Government Code, including but not limited to: **Section 551.071** – Consultation with Attorney, **Section 551.072** – Deliberations about Real Property, **Section 551.073** – Deliberations about Gifts and Donations, **Section 551.074** – Personnel Matters, **Section 551.076** – Deliberations about Security Devices, and **Section 551.087** – Economic Development

**Continuation of Meetings (Sec. 551.0411, Texas Government Code)** - A governmental body that recesses an open meeting to the following regular business day is not required to post a new notice if the action is taken in good faith and not to circumvent the law. If a recessed meeting is continued to another day beyond the following business day, written notice of the continued meeting must be given as required by law.

**Attendance by Other Elected or Appointed Officials** - Members of other City boards, commissions, and/or committees may attend this meeting in numbers that could constitute a quorum. Accordingly, this agenda is also posted as a meeting notice for those boards, commissions, and/or committees. Members present may participate in discussions but may not deliberate or take action on items listed on this agenda. *[Attorney General Opinion No. GA-0957 (2012)]*

**Certification of Posting** - I hereby certify that the above **Notice of Public Meeting(s) and Agenda of the Leon Valley City Council** was posted at Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, and remained posted until the conclusion of the meeting(s). This notice is also available on the City’s website at [www.leonvalleytexas.gov](http://www.leonvalleytexas.gov).

**Accessibility:** This building is wheelchair accessible. Requests for sign interpretation or other services must be made at least 48 hours in advance of the meeting. To arrange assistance, please call (210) 684-1391, Extension 212.

Median-Valued Homestead Property of \$230,620	Property Tax Bill in Dollars
Current FY 2024/25	\$ 1,087.67
An estimate if the proposed budget is adopted for FY 2025/26	\$ 1,256.97
An estimate if a balanced budget is funded and adopted at the no- new-revenue tax rate for FY 2025/26	\$ 1,164.72



SAUNDRA PASSAILAIGUE, TRMC  
City Secretary  
FEBRUARY 23, 2026 2:25 PM



Let's get Lit in **BLUE** Bexar County! Please help shine a light of hope and support for colon cancer. Many of you know that I am recovering from colon cancer. Though I did not choose it, God has entrusted me with it.

March is **National Colorectal Cancer Awareness Month**. It is a nationwide effort to educate people about colon and rectal cancer, and to encourage open, honest conversations. The goals of this initiative are simple and powerful:

- **Understand symptoms** about colon and rectal cancer
- **Highlight prevention strategies** like healthy eating, regular exercise, and lifestyle choices
- **Create space for open dialogue**, so this is not something people feel awkward talking about or feel alone
- **Offer resources** for anyone affected, directly or indirectly
- **Encourage recommended colonoscopy at age 45**
  - **If you have GI issues or a history of colorectal cancer in your family, you should talk to your doctor about scheduling a colonoscopy in your 30's or even 20's**

Colorectal cancer is one of the most preventable and treatable cancers when caught early, yet many people delay screening or do not know when to start. It is the **second leading cause of deaths** amongst cancers. Colon cancer is being **diagnosed in younger and younger** people every year.

If this message prompts you to learn more, talk with a loved one, or check in with your doctor, then it's done its job. Join us at one of the events on the back of this page. Please wear blue on March 6 and post on social media!

Thank you for being part of a compassionate community that cares for each other.

Colonoscopies save lives!

✓UR :

In our county's service,

*Rebeca Clay-Flores*

Bexar County Commissioner, PCT. 1

## For additional information and resources:

*Para obtener información y recursos adicionales:*

### Local Organization

- ThriveWell Cancer Foundation 210-593-5949  
www.thrivewell.org

### National Organizations

- Colorectal Cancer Alliance 1-877-422-2030  
www.colorectalcaner.org

Take free quiz on screening options and risk factors

[quiz.getscreened.org](http://quiz.getscreened.org)



English

Español

- Fight Colorectal Cancer  
www.FightCRC.org 703-548-1225
- Colon Cancer Coalition  
www.ColonCancerCoalition.org 952-378-1237
- American Cancer Society  
www.cancer.org 1-800-227-2345



Rebeca Clay-Flores  
Bexar County Commissioner  
Precinct 1  
101 W. Nueva, Suite 1009  
San Antonio, Texas 78205



# COLON CANCER AWARENESS MONTH

*Azul es el color del mes de concientización sobre el cáncer de colon*

## March 2026 Event Schedule

Blue ribbon lapel pin distribution occurring at multiple events throughout the month



**Feb 24** 2026  
**Kick-Off Press Conference**  
 10:00 A.M. | University Health Hospital, Lobby

**Feb 25** 2026  
**San Antonio Stock Show & Rodeo\*\***  
 Colon Cancer Awareness Night

**Mar 1-31** 2026  
**Let's Get Lit in Blue Bexar County (blue light campaign)**  
 Every night | Porch Lights & Businesses

**Mar 1** 2026  
**Zumbathon hosted by ThriveWell Cancer Foundation**  
 2:00 P.M. | Centro Med, 3800 Commercial Ave. 78221

**Mar 3** 2026  
**Leon Valley Proclamation**  
 6:30 P.M. | Leon Valley City Council

**Mar 4** 2026  
**Foods That Heal-ThriveWell Cancer Foundation Dinner Series\*\***

**Mar 5** 2026  
**Bibliotech Luncheon \*\***  
 With a Colon Cancer Spotlight

**Mar 6** 2026  
**National Wear Blue Day**  
 Post on Social Media! #BexarCountyLitBlue

**Mar 10** 2026  
**Bexar County Proclamation**  
 9:00 A.M. | Bexar County Commissioners Court

**Mar 10** 2026  
**San Antonio Spurs Game\*\***  
 Recognizing Colon Cancer Awareness Month

**Mar 21** 2026  
**San Antonio FC Soccer Match\*\***  
 Recognizing Colon Cancer Awareness Month

**Mar 22** 2026  
**University Health Vida Open House & PCT. 1 Health Fair**  
 1:00 P.M. to 4:00 P.M. | 3611 Jaguar Parkway, 78224

**Mar 23** 2026  
**Balcones Heights Proclamation**  
 6:00 P.M. | Balcones Heights City Council

**Mar 24** 2026  
**Get A Juice & Check Your Caboose**  
 Mays Cancer Center (patients & staff)

**Mar 26** 2026  
**PCT. 1 Locals Day at SA Zoo\*\***  
 9:00 A.M. to 5:00 P.M. | Recognizing Colon Cancer Awareness Month

**Mar 26** 2026  
**Panel hosted by Jack and Jill of America, Inc. San Antonio Chapter**  
 Members only

**Mar 29** 2026  
**PCT. 1 Free Dental & Vision Clinic**  
 10:00 A.M. | 3505 Pleasanton Rd 78221

**Apr 12** 2026  
**Get Your Rear in Gear San Antonio 5k / Colon Cancer Coalition**  
 8:30 A.M. | Mission County Park



For additional events and more information, visit:

facebook.com/CommissionerClayFlores

bexar.org/3341/



Contact: 210-335-2611

**\*\* Ticket Required for Event Entry**



Let's Get

**LIT** in

**BLUE**

Bexar  
County!

SHINE A LIGHT OF HOPE AND SUPPORT FOR COLON CANCER

March 1 - 31, 2026



### WHAT IS THE BLUE LIGHTS CAMPAIGN?

March is National Colorectal Cancer Awareness Month and the symbolic color is BLUE. This initiative involves asking residents, businesses and organizations to shine a blue light bulb on their front porch or window during the entire month of March to educate the public about colon and rectal cancer, remember the victims, and honor the survivors. **Colorectal Cancer is the second leading cause of cancer deaths in the USA.**

### WHAT DO THE BLUE LIGHTS SYMBOLIZE?

- A nationwide effort to educate the public about colon and rectal cancer
- Encourage screenings (colonoscopy at age 45) and highlight prevention strategies like diet and exercise
- Promote an open dialogue about the topic
- Offer support and resources

### HOW TO GET INVOLVED

- For residences and businesses, replace your exterior lights with blue light bulbs
- Encourage your community to join in the efforts to break the silence around colon cancer awareness
- For the full calendar of colon cancer awareness month events, visit the website or social media



**REBECA  
CLAY-FLORES**  
County Commissioner • Precinct 1

#### Contact:

- 210-335-2611
- [bexar.org/3341/](http://bexar.org/3341/)
- [CommissionerClayFlores](https://www.facebook.com/CommissionerClayFlores)

To visit our calendar of events, scan the QR code!



# National Wear **BLUE** Day

**MARCH 6 – WEAR BLUE IN SUPPORT OF  
NATIONAL COLON CANCER AWARENESS MONTH**



**Please wear blue on March 6  
Post on Social Media  
#BexarCountyLitBlue**

National Colorectal Cancer Awareness Month is a nationwide effort to educate people about colon and rectal cancer.

Colorectal cancer is one of the most preventable and treatable cancers when caught early. It is now the leading cause of cancer deaths in people under 50, and the second leading cause of cancer deaths overall. Colon cancer is being diagnosed in younger and younger people every year.

**Colonoscopies save lives!**

**✓ UR :**



**REBECA  
CLAY-FLORES**  
County Commissioner • Precinct 1



[www.bexar.org/3341/](http://www.bexar.org/3341/)



210-335-2611





## PROCLAMATION

*WHEREAS, Colon cancer is the second-leading cause of cancer deaths in the United States among men and women. In 2025, there were approximately 154,720 new cases and 52,900 deaths from colorectal cancer in the United States; and*

*WHEREAS, Early detection through routine screenings has been proven to dramatically reduce the mortality rate of colon cancer. A colonoscopy is a procedure in which the entire colon can be visualized, and pre-cancerous polyps can be removed. According to the American College of Gastroenterology cancer risk is reduced by 90% after colonoscopy and polyp removal. Colorectal cancer rates have increased in people under the age of 50 and the recommended age to begin colonoscopies was lowered to 45. The rates have even been increasing in young people, including those in their 20s and 30s; and*

*WHEREAS, A healthy diet that includes vegetables, fruits and whole grain fiber and is low in fats is associated with a lower risk of colon cancer. Avoiding tobacco and heavy alcohol use can decrease the risk of colorectal cancer. Regular physical activity and maintaining a normal body weight are beneficial as well; and*

*WHEREAS, Observing Colon Cancer Awareness Month during March provides a special opportunity to increase awareness and offer education on the importance of early detection and screening. The color blue is used to symbolize colon cancer awareness, and a number of community-led initiatives are working to spread the message that colon cancer is one of the few cancers that can be prevented with timely screenings; and*

*WHEREAS, Bexar County calls upon residents to seek regular screenings and consult with healthcare providers, and local organizations to support and participate in educational and preventative initiatives that will help reduce the incidence and mortality rates of colon cancer in our Country.*

**NOW, THEREFORE, I, CHRIS RILEY, Mayor on behalf of the Leon Valley City Council, do hereby proclaim March 2026 as: “Colon Cancer Awareness Month”**

*Signed by my hand on this the 3rd day of March, 2026.*

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





**CITY OF LEON VALLEY  
CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, TX 78238  
Tuesday, February 17, 2026 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 Danielle Bolton
- Mayor Pro-Tem, Council Place 2 Betty Heyl
- Council Place 3 Philip Campos
- Council Place 4 Rey Orozco
- Council Place 5 Beth Mursch

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

Mayor Riley asked Mayor Pro Tem, Council Place 2, Betty Heyl, to lead the Pledge of Allegiance.

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

Mayor Riley read the caption for Agenda Item 2.1 aloud.

- 1. Pursuant to Texas Government Code Section 551.072: Deliberations about Real Property to discuss the value of .552 acres of land, Lot 7, Dirt V-Murchison Huebner Subdivision, City of Leon Valley, Bexar County, Texas also know at the Silo Property**

The City Council went into Executive Session at 6:01 PM.

### 3. Reconvene into Regular Session

The City Council reconvened into Open Session at 6:31 PM

4. **Citizens to be Heard** - Citizens wishing to address the City Council for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the City Council is restricted from discussing or acting on items not listed on this agenda.

The following individuals spoke during citizens to be heard: Tiffany Bradfield, Abraham Diaz, John Hoyt, Evan Bohl, and Elaine Valdez.

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

There will be no action on this item this evening. Instead, this discussion will be continued on March 03, 2026.

### 6. Presentations

1. **Presentation and Discussion on the Approval of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025 - Debbie Fraser, CPA**

Debbie Fraser, CPA, presented the Annual Comprehensive Financial Report for Fiscal Year 2025.

2. **Presentation and Discussion on the RiseAI YouthBuild Grant Proposal - R. Reed, Library Director**

Dr. Crystal Caldera, City Manager, briefly explained a change in requests received by Tiffany Bradfield and clarified the requirements of this grant.

Art Rodriguez, City Attorney, stated that he felt there were a couple of issues with his review of the grant application. 1. The applicant must be a governmental entity or a non-profit organization. Based on the information provided, there is no way to ascertain whether the entity they are asking the City to contract with is a non-profit. 2. If this is used as an in-kind service and not charging them anyway, it isn't clear where the partnership comes in. 3. The grant requires the applicant, the governmental entity or non-profit, to have an Memorandum of Understanding (MOU) or a letter of commitment. Attorney Rodriguez concluded by saying that not knowing who the applicant is right now meets the requirements with respect to the grant.

Regina Reed, Library Director, said she went through the grant line-by-line and shared the same concerns.

Tiffany Bradfield replied that all she is asking for from the City is a letter of support, along with the use of the Library space.

Ms. Bradfield introduced the "Prime" as Vivian Maner, Secretary of the Black Contractors Association of San Antonio. Ms. Maner answered questions from the City Council members.

Evan Bohl spoke at this time.

The City Manager stated that she would draft a letter of support for the Mayor to sign if the council so desired.

A motion was made by Council Place 3, Campos, to issue a letter of support for RISE AI Academy, stating that it is only providing access to the room in the Library, not to any computers or the Community Center. The motion was seconded by Council Place 4, Orozco.

Voting Yea: Council Place 1 Bolton, Mayor Pro-Tem, Council Place 2 Heyl, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Mursch

The motion passed unanimously.

**3. Presentation and Direction to Staff on the Park Commission's Recommended Location of the Monument at Veterans Memorial Park - D. Dimaline, Public Works Director**

David Dimaline, Public Works Director, presented the Park Commission's recommended location for the Veterans Memorial Monument to be placed at Veterans Memorial Park.

A motion was made by Council Place 4, Orozco, to accept this item with the caveat that it be two-sided, with a budget of \$18,000, and to purchase benches, as long as they are within the budgeted amount. The motion was seconded by Council Place 5, Mursch.

Voting Yea: Council Place 1 Bolton, Mayor Pro-Tem, Council Place 2 Heyl, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Mursch

The motion passed unanimously.

**4. Discussion and Possible Action regarding a July 4th, 2026, Celebration - Dr. C. Caldera, City Manager**

Dr. Crystal Caldera, City Manager, presented options for a 2026 July 4th celebration.

Those who spoke at this time were: Richard Blackmore, Elaine Valdez, and Anna Campos.

The City Manager stated that the staff could bring back some costs for a smaller event.

A motion was made by Council Place 5, Mursch, to hold a smaller event at the Veterans Memorial Park at a minimal cost. The motion was seconded by Council Place 3, Campos.

Voting Yea: Council Place 1 Bolton, Council Place 3 Campos, Council Place 5 Mursch  
Voting Nay: Mayor Pro-Tem, Council Place 2 Heyl, Council Place 4 Orozco

The motion passed 3 to 2.

- 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.

Mayor Chris Riley and members of the City Council shared announcements.

**8. City Manager's Report**

**1. Upcoming Important Events:**

- **March 03, 2026 – Regular City Council Meeting**  
6:30 PM · City Council Chambers
- **January 01, 2026 - April 20, 2026 – Period that Registered Voters may apply for a Ballot by Mail**
- **Feb 17-27, 2026, (Closed President's Day-February 16th) – Early Voting – Joint Primary Election Leon Valley Conference Center**
- **March 03, 2026 – Primary Election-Election Day**  
7:00 AM – 7:00 PM, at the Leon Valley Conference Center
- **March 07, 2026 – 36th Annual Earthwise Living Day**  
9:00 AM -1:00 PM at the Community Center
- **March 07, 2026 – Basura Bash River & Waterway Cleanup**  
8:00 AM – 12:00 PM – HEB parking lot at 5601 Bandera Road
- **March 28, 2026 – City-Wide Garage Sale**  
8:00 AM – 6:00 PM
- **April 02, 2026 – Last Day to Register to Vote** on the May 02, 2026, General Election Ballot
- **Miscellaneous other Events and Announcements**

Dr. Crystal Caldera, City Manager, announced that the City Manager's Report was available in print on the table in the foyer and posted on the City website. She provided the following updates:

- She spoke about the two police cars that need to be replaced and how that would be paid for.
- Provided more information about the pool repairs.
- Responded to a citizen who commented that the Economic and Community Development Advisory Committee's role changed a few years ago, which is why they have not met in a while. Interviews will start soon to fill the Economic Development Director position. Once filled, we can get another perspective on the committee.

- 9. Consent Agenda** - All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of a Consent Agenda item unless a member of City Council requests that the item be pulled from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

A motion was made by Council Place 3, Campos, to approve the Consent Agenda as presented. The motion was seconded by Council Place 4, Orozco.

Voting Yea: Council Place 1 Bolton, Mayor Pro-Tem, Council Place 2 Heyl, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Mursch

The motion passed unanimously.

1. **Discussion and Possible Action Approving of the Following City Council Minutes:**
  - a. **02/03/2026 Regular City Council Meeting Minutes**
  - b. **02-07-2026 Annual Town Hall Meeting Minutes**
2. **Discussion and Possible Action Accepting of the Following Board/Commission Minutes:**
  - a. **09-10-2025 Earthwise Living Committee Meeting Minutes**
  - b. **12-10-2025 Earthwise Living Committee Meeting Minutes**
3. **Presentation and Discussion of the Monthly Financial Report Ending January 31, 2026 - C. Goering, Finance Director**
4. **Presentation, Discussion and Possible Action on an Ordinance Removing Chapter 15, "Zoning," Section 15.02.327, "PD", Planned Development District from the City's Code of Ordinances (1st Read was Held on 02-03-2026) - Dr. C. Caldera, City Manager**

## 10. Regular Agenda

1. **Discussion and Possible Action of a Resolution Adopting "El Verde by 2030" Plan for Environmental Sustainability for the City of Leon Valley - D. Dimaline, Public Works Director**

David Dimaline, Public Works Director, presented this item.

Evan Bohl spoke at this time.

A motion was made by Council Place 3, Campos, to adopt the resolution as presented. The motion was seconded by Council Place 4, Orozco.

Voting Yea: Council Place 1 Bolton, Mayor Pro-Tem, Council Place 2 Heyl, Council Place 3 Campos, Council Place 4 Orozco, Council Place 5 Mursch

The motion passed unanimously.

2. **Presentation, Discussion on Amending Chapter 11 - Taxation, Article 11.05 Short Term Rentals Occupancy Tax to add a Requirement of Permit Number Listings and Address Identification (First Read as Required by the City Charter) - Dr. Caldera, City Manager**

Dr. Crystal Caldera, City Manager, presented this item proposing to amend the City's Code of Ordinances, Chapter 11- Taxation, Article 11.05 Short Term Rentals Occupancy Tax to add a Requirement of Permit Number Listings and Address Identification.

This item will be added to the March 03, 2026, Consent Agenda for a second reading.

**11. 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.**

Council Place 3, Campos requested two items to be placed on upcoming agendas: 1. An item to discuss updates to the city manager's performance evaluation form; and 2. An update on an outstanding Economic Development Incentives. Council Place 4, Orozco seconded the request.

**12. Adjournment**

Mayor Riley announced that the meeting adjourned at 9:19 PM.

**These minutes were approved by the Leon Valley City Council on the 3rd day of March, 2026.**

**APPROVED**

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

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



**CITY OF LEON VALLEY  
LEON VALLEY PUBLIC LIBRARY ADVISORY BOARD**

Leon Valley Public Library  
6425 Evers Road, Leon Valley, TX 78238  
Thursday, January 08, 2026 at 5:30 PM

**MINUTES**

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1. CALL TO ORDER at 5:32 pm by Maryanna Christensen, Chair.

In Attendance:

Clare Brown – Member – Present  
Maryanna Christensen, Chair – Present  
Linda Crews, Vice Chair - Present  
Margaret Tovar, – Member – Present  
Travis Leech – Member – Excused Absence  
Rachel Buck Dodson – Member – Present  
Hillary Huber, Member – Present  
Ashleigh M. Johnson – Member - Excused Absence  
Regina Reed – Liaison and Secretary – Present  
Cindy T. Alvarez – Liaison – Present

2. CITIZENS TO BE HEARD

No citizens to be heard.

3. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MINUTES

- a. 11-13-2025 Library Advisory Board Meeting. Motion to accept the minutes by Hillary Huber, Seconded by Rachel Buck Dodson. Approved unanimously.

4. PRESENTATION & DISCUSSION ON 2025 BREAKFAST WITH SANTA led by

Maryanna Christensen on food, auction, and donations.

5. PRESENTATION, DISCUSSION, & POSSIBLE ACTION ON LIBRARY POLICY

MANUAL UPDATES led by Regina Reed.

6. LIBRARY DIRECTOR'S REPORT led by Regina Reed

- a. Statistics led by Regina Reed
- b. Grants led by Regina Reed
- c. Outreach by Cindy Alvarez
- d. Programs by Cindy Alvarez

7. FRIENDS OF THE LIBRARY REPORT presented by Maryanna Christensen on Friend's Book Sales, Library Annex and Fundraising.

8. MEMBER ANNOUNCEMENTS

No Member Announcements.

9. ADJOURNMENT

Margaret Tovar made a motion to adjourn and a second was made by Maryanna Christensen. Meeting adjourned at 6:44 pm.

**These minutes were approved by the Leon Valley Public Library Advisory Board on the 12<sup>th</sup> of February, 2026**

**APPROVED**

**MARYANNA CHRISTENSEN, CHAIR**

**ATTEST**

**CINDY T. ALVAREZ, ASSISTANT LIBRARY DIRECTOR & STAFF LIAISON**

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** March 3, 2026  
**TO:** Mayor and Council  
**FROM:** Dr. Crystal Caldera, City Manager  
**SUBJECT:** Presentation, Discussion on Amending Chapter 11 - Taxation, Article 11.05 Short Term Rentals Occupancy Tax to add a Requirement of Permit Number Listings and Address Identification (First Read as Required by the City Charter) - Dr. Caldera, City Manager

**PURPOSE**

Amending this Ordinance will require the short-term rental listing service to provide:

- Addresses and permit numbers in their required records that they send to the City
- Require a permit number before listing

**FISCAL IMPACT**

The fiscal impact will enable the city to ensure all short-term rentals comply. Failure to comply could result in fees associated with the violations.

**RECOMMENDATION**

City Council's Discretion

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST :

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

ORDINANCE NO. 26-\_\_

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AUTHORIZING THE AMENDING OF THE LEON VALLEY CODE OF ORDINANCE, CHAPTER 11- TAXATION, BY ADDING 11.05 – SHORT TERM RENTALS-OCCUPANCY TAX - ARTICLE 11.05 – SHORT TERM-RENTALS- OCCUPANCY TAX; REPEALING ALL ORDINANCE IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; SAVING CLAUSE; EFFECTIVE DATE; NOTICE OF OPEN MEETING AND PROVIDING FOR A PENALTY.**

---

**WHEREAS,** The City of Leon Valley City Council wishes to amend Chapter 11- Taxation and add Section 11.05 – Short Term Rentals-Occupancy Tax.

**WHEREAS,** the City of Leon Valley deems it necessary to adopt this ordinance for the collection of and reporting of hotel occupancy tax for short-term rentals within the City of Leon Valley.

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

**SECTION 1.** All the above premises are hereby found to be the true and correct legislative and factual findings of the City of Leon Valley and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

**SECTION 2.** Chapter 11- Taxation, by adding 11.05 – Short-Term Rentals- Occupancy Tax - Article 11.05 – Short-Term Rentals- Occupancy Tax; shall read as follows:

**ARTICLE 11.05 – SHORT-TERM RENTALS - OCCUPANCY TAX**

**Sec. 11.05.001 - Definitions**

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Consideration.* The cost of the room or home in such short-term rental, not to include the cost of any food served or personal services rendered to the occupant of such room not related to the cleaning and readying of such room for occupancy.

*Short-Term Rental.* A dwelling that is (a) used or designed to be used as a place where a person may reside, including a single-family dwelling, garage apartment, guest house or a unit in a multi-unit building, including an apartment, condominium, cooperative or timeshare; and (b) rented wholly or partly for a fee and for a period of less than thirty (30) consecutive days.

*Short-Term Rental Listing Service.* A person, company or other legal entity that participates in the Short-Term rental business by facilitating and/or collecting a fee for booking services through which a person may offer Short-Term Rentals to potential

guests. Short-Term Rental Listing Services usually, though not necessarily, provide booking services through an online platform that allows a person to advertise the premises through a website or mobile application provided by the Short-Term Rental Listing Service and the Short-Term Rental Listing Service conducts a transaction by which potential guests arrange their use and their payment, whether the potential guest pays rent directly to the person or to the Short-Term Rental Listing Service.

*Occupancy.* The use or possession, or the right to use or possess, any room or rooms, sleeping space, bed, or other facility in a short-term rental under any concession, permit, right of access, license, contract, or agreement.

*Occupant.* Anyone who, for a consideration, uses, possesses, or has a right to use or possess any room or rooms, sleeping space, bed, or other facility in a short-term rental under any concession, permit, right of access, license, contract, or agreement.

*Permanent resident.* Any occupant who has or shall have the right to occupancy of any room or rooms or sleeping space or other facility in a short-term rental, apartment, or condominium for at least thirty (30) consecutive days during a calendar year.

*Person.* Any individual, company, corporation, or association owning, operating, managing, or controlling any short-term rental.

*Quarterly period.* The regular calendar quarters of the year, the first quarter being composed of the months of January, February, and March; the second quarter being the months of April, May, and June; the third quarter being the months of July, August, and September; and the fourth quarter being the months of October, November, and December.

*Tax collector.* Any city official, or any official of any agency contracted to collect taxes for the city, designated by the city council.

**Permit Numbers.** Permit numbers are unique identifiers issued by the City of Leon Valley. Each short-term rental dwelling is required to be registered with the City of Leon Valley and, upon approval, shall be assigned a permit number. Operating a short-term rental dwelling without a valid permit number constitutes a violation of this ordinance.

**Sec. 11.05.002 - Levy; exemptions**

- a) There is hereby levied a tax upon the cost of occupancy of any room or space furnished by any short-term rental where such cost of occupancy is at a rate of \$2.00 or more per day, such tax to be equal to seven percent of the consideration paid by the occupant of such room to such hotel.
- b) No tax shall be imposed hereunder upon a permanent resident.
- c) The United States government and its employees, including military personnel, traveling on official business are exempt from local hotel occupancy taxes.
- d) No tax shall be imposed hereunder upon a rental agreement rented wholly or partly for a period of more than thirty (30) consecutive days.

**Sec. 11.05.003 - Collection**

Every short-term rental listing service, person owning, operating, managing, or controlling any short-term rental shall collect the tax imposed in this article for the city. Every short-term rental service must require a permit number from the City before listing an address on its platform. Failure to require a permit number before listing will be a violation of this ordinance.

**Sec. 11.05.004 - Required records.**

Every short-term rental listing service, person owning, operating, managing or controlling any short-term rental is required to record of the following information:

- a) Itemized record of each address and the tax being remitted by the address.
- b) Itemized record of each address and its associated permit number;

**Sec. 11.05.005 - Filing of reports; payment of tax collected.**

On the last day of the month following each quarterly period, every short-term rental listing service is required hereby to collect the tax imposed by this article shall file a report with the tax collector showing the consideration paid for all room occupancies in the preceding quarter, the amount of tax collected on the city's behalf on such occupancies, all required records as stated in Section 11.05.004, and any other information as the tax collector may reasonably require. Such short-term rental listing service shall pay over the tax due on such occupancies at the time of filing such report. There shall also be furnished to the tax collector of the city, at the time of the payment of such tax, a copy of the tax report filed with the state comptroller in connection with the state hotel occupancy tax.

**Sec. 11.05.006 - Rules and regulations; access to records**

The tax collector shall have the power to make such rules and regulations as are necessary to effectively collect the tax levied herein, and shall, upon reasonable notice, have access to books and records necessary to enable him to determine the correctness of any report filed as required by this article and the amount of taxes due under the provisions of this article.

**Sec. 11.05.007 - Penalty for violation**

If any short-term rental listing service or person is required by the provisions of this article to collect the tax imposed herein, and pay to the tax collector the tax imposed herein, shall fail to collect such tax, shall fail to file such report, or shall fail to pay such tax, or if such person shall file a false report, such person shall be deemed guilty of a misdemeanor, and be subject to a fine.

Each violation of this article shall be punished by a fine in accordance with section 1.01.009 of this Code, unless some other fine is specifically prescribed for a particular violation. Each day any violation occurs or continues shall be considered a separate offense.

**Sec. 11.05.008 - Penalty for failure to file reports or pay tax; interest on delinquent tax.**

If any short-term rental listing service or person shall fail to file a report as required herein or shall fail to pay the tax collector the tax imposed herein when such report or payment is due, he shall pay five percent of the amount due as a penalty, and after 30 days he shall pay an additional five percent of such tax; provided, however, that the penalty shall never be less than one dollar (\$1.00). Delinquent taxes shall draw interest at the rate of six percent per annum beginning 60 days from the date due.

**Sec. 11.05.009 - Use of proceeds**

- a) The proceeds of the tax herein levied shall be allocated to the following purposes:
  - 1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities, including, but not limited to, civic center convention buildings, auditoriums, coliseums, civic theaters, museums, and parking areas or facilities for the parking or storage of motor vehicles or other conveyances located at or in the immediate vicinity of the convention center facilities;
  - 2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
  - 3. Advertising for general promotional and tourist advertising of the city and its vicinity and conducting a solicitation and operating program to attract conventions and visitors, either by the city or through contracts with persons or organizations selected by the city;
  - 4. The encouragement, promotion, improvement, and application of the arts, including music (instrumental and vocal), dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, television, radio, tape and sound recording, and the arts related to presentation, performance, execution, and exhibition of these major art forms;
  - 5. Historical preservation and restoration projects or activities at or in the immediate vicinity of convention center facilities or historical preservation and restoration projects or activities located elsewhere in the city that would be frequented by tourists and visitors to the city.
  - 6. One-half of one percent of a hotel tax equal to less than three percent, or one percent of a hotel tax greater than three percent, shall be reserved for the purpose of advertising and conducting solicitation programs to acquaint potential users with public meeting and convention facilities, and for promotion of tourism and advertising of the city and its vicinity either by the city or through contract with persons or organizations selected by the city.

(c) Any revenues collected from the tax in excess of four percent of the consideration paid by the occupant shall be used for the purposes specified in subsections (a)(1), (2), (3) and (4) of this section, except that no more than one percent of such revenues shall be used for the purposes specified in subsection (a)(4) of this section.

**SECTION 3.** 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 as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

**SECTION 4.** That it is hereby declared to be the intention of the City Council of the City of Leon Valley that phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, and section.

**SECTION 5.** 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 3rd day of March, 2026.

**APPROVED**

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

Attest:

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

Approved as to Form:

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

# **City of Leon Valley New Article 11.05 Short Term Rentals- Occupancy Tax**

Crystal Caldera, PhD

Council Meeting

2/4/2026

# Summary

- Amending this Ordinance will require the short-term rental listing service to provide:
  - Addresses and permit numbers in their required records that they send to the City
  - Require a permit number before listing

## **Options:**

1. Approve
2. Denial
3. Amend

# Program Objectives:

- This ensure compliance with the City's rules and regulations

# Fiscal impact

- The fiscal impact will enable the city to ensure all short-term rentals comply. Failure to comply could result in fees associated with the violations.

# Recommendation

- At the council's discretion

## MAYOR AND COUNCIL COMMUNICATION

**DATE:** March 3, 2026  
**TO:** Mayor and Council  
**FROM:** David Dimaline, Public Works Director  
**THROUGH:** Crystal Caldera, Ph.D., City Manager  
**SUBJECT:** Discussion and Possible Action to Consider Approval of a Resolution Rejecting All Bids Received for Bid #2025-09 Swimming Pool Rehabilitation Project  
**SPONSOR(S):** None

### **PURPOSE & BACKGROUND**

The attached Resolution authorizes the rejection of all bids received for Bid #2025-09 Swimming Pool Rehabilitation Project.

The City advertised bids for a total of 15 days. The project was advertised in the Express News for two consecutive Wednesdays. The construction plans and bid documents were posted on the City's website, Public Purchase, and Civcast. A mandatory pre-bid meeting was held on January 8, 2026, and the bid opening was held on January 15, 2026, with four companies submitting bids.

On January 22, 2026, the Texas Parks and Wildlife Department recommended a grant award for a previously submitted grant application for the Forest Oaks Pool Rehabilitation Project. The re-plastering of the Forest Oaks Pool was included within the scope of work for the Texas Parks and Wildlife Grant. We anticipate receiving the grant Agreement from the Texas Parks and Wildlife Department in early fall.

### **FISCAL IMPACT**

Funding for the Swimming Pool Rehabilitation Project was included in the current fiscal year budget.

### **RECOMMENDATION**

Staff recommends approval of the Resolution.

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

APPROVED WITH THE FOLLWING AMENDMENTS:

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ATTEST:

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

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF LEON VALLEY CITY COUNCIL AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS RECEIVED FOR BID #2025-09 FOR THE SWIMMING POOL REHABILITATION PROJECT.**

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**WHEREAS**, the Forest Oaks Pool opens annually for the swim season, and requires maintenance, and

**WHEREAS**, the Forest Oaks Pool re-plastering is required as part of scheduled maintenance; and

**WHEREAS**, the City Engineer designed the project, developed a bid package and the City advertised for bids; and

**WHEREAS**, the City of Leon Valley received four bids at the bid opening on January 15, 2026; and

**WHEREAS**, on January 22, 2026 the Texas Parks and Wildlife Department recommended a grant award for the Forest Oaks Pool Rehabilitation Project, which includes pool re-plastering within the scope of work

**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 her designee, is authorized to reject all four bids received for the Leon Valley Swimming Pool Rehabilitation Project.
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 Swimming Pool Rehabilitation Project.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 3rd day of March, 2026.

**APPROVED**

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

Attest:

\_\_\_\_\_

**SAUNDRA PASSAILAIGUE**  
City Secretary, TRMC

Approved as to Form:

---

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

Consider Approval of a Resolution  
Rejecting All Bids Received for  
Bid #2025-09 Swimming Pool  
Rehabilitation Project

David Dimaline  
Public Works Director  
City Council Meeting  
March 3, 2026

# Summary

- A Resolution Rejecting All Bids Received for Bid #2025-09 Swimming Pool Rehabilitation Project
- Options
  - Approve
  - Deny
  - Other
- Declaration
  - Recommend approval of the Resolution

# Purpose

- To consider approving a Resolution rejecting all bids received for Bid #2025-09 Swimming Pool Rehabilitation Project

# Background

- The City advertised for bids for the Swimming Pool Rehabilitation Project for 15 days
  - Project was advertised in the Express News, City's website, Public Purchase, and Civcast
- A bid opening was held on January 15, 2026
- Four bids were received

# Background

- On January 22, 2026, the Texas Parks and Wildlife Department recommended a grant award for a previously submitted grant application for the Forest Oaks Pool Rehab Project
- The re-plastering of the pool was included within the scope of work for this grant
- We anticipate receiving the grant Agreement in early fall

# Fiscal Impact

- Funding for Bid #2025-09 Swimming Pool Rehab Project was included in the current FY budget

# Recommendation

- Recommend approval of a Resolution Authorizing the Rejection of All Bids Received for Bid #2025-09 Swimming Pool Rehabilitation Project

# Goals & Objectives

- **C. Infrastructure:** To enhance the quality of life in Leon Valley by investing in sustainable infrastructure and a strategic capital improvement plan that supports growth, safety, and economic vitality.
  - **Objective 3.**  
Expand & Maintain Public Facilities – Advocating for renovations and construction of city buildings, parks, and recreational spaces to support community services, public safety, Americans with Disabilities Act (ADA) compliance, and quality-of-life initiatives.

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** March 03, 2026  
**TO:** Mayor and Council  
**FROM:** Sandra Passailaigue, City Secretary  
**THROUGH:** Dr. Crystal Caldera, City Manager  
**SUBJECT:** Appointment to the Library Advisory Board  
**SPONSOR(S):** (N/A)

**PURPOSE**

To present an application for consideration of appointment to the Leon Valley Library Advisory Board.

- Application being considered – Heather Riddle – received on 01/24/2026

**RECOMMENDATION**

At the discretion of City Council.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

**MAYOR AND CITY COUNCIL COMMUNICATION**

**DATE:** March 3, 2026

**TO:** Mayor and City Council

**FROM:** Michael Gallardo, Planning and Zoning Director

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

**SUBJECT:** Presentation, Public Hearing, and Discussion to Consider a Recommendation on a Specific Use Permit Request to Allow a Drive Thru Coffee Shop in a B-2 Retail District on an Approximately 0.44 Acre Tract of Land, Located at NE Corner of Bandera and Heubner Road; and More Specifically Described as CB 4446G, Block 1, Lot 10, Clear Creek Village Subdivision Unit 2

**PURPOSE & BACKGROUND**

The purpose of this item is to consider a request to approve a Specific Use Permit (SUP) to allow a Drive Thru Coffee Shop in a B-2 Retail District. The property was replatted in January 2003 with the conditions that Lot 8, 9 and 10 have common access to Bandera Road and Huebner Road, share on-site parking and allow site drainage across the lots. Due to the parcels sharing the parking lot a Specific Use Permit (SUP) is required under Chapter 15 Zoning, Division 12, Section 15.02.662, because overall the property abuts a residential community.

**STAFF COMMENTS**

The proposed Drive Thru Coffee Shop utilizes and meets the Off-street parking requirements and is compliant with Chapter 15 Zoning, Division 8 Parking Regulations, Section 15.02.441. The new construction site plan meets all Code requirements. A building permit will be required prior to construction.

*Surrounding Zoning*

- North: B-2 Retail District
- West: B-2 Retail District
- East: R-3A Multi-Family Retirement District
- South: B-2 Retail District

*Notification*

- Letters mailed to property owners within 200' 6
- Letters received in favor 0
- Letters received in opposition 0

- Letters returned undeliverable 0

**FISCAL IMPACT**

The applicant paid all fees associated with the SUP application and the new construction will increase ad valorem and sales tax for Leon Valley.

**RECOMMENDATION**

Staff recommends approval of the request.

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

APPROVED WITH THE FOLLOWING AMENDMENTS :

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

ATTEST :

\_\_\_\_\_

Michael Gallardo

Planning and Zoning Director

**ORDINANCE No. 2026-**

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL GRANTING A SPECIFIC USE PERMIT REQUEST TO ALLOW A DRIVE-THRU COFFEE SHOP IN A B-2 RETAIL ZONING DISTRICT LOCATED AT NE BANDERA ROAD AND HUEBNER ROAD; AND MORE SPECIFICALLY DESCRIBED AS CB 4446G, BLOCK 1, LOT 10 CLEAR CREEK VILLAGE SUBDIVISION UNIT 2; PROVIDING A REPEALER CLAUSE; SEVERABILITY CLAUSE; NOTICE OF MEETING; SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.**

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**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, 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 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** the City Council of the City of Leon Valley now desires to grant the Specific Use Permit Request, as requested at the subject location.

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

**SECTION 1.** The request for a Specific Use Permit to Allow Construction and Operation of a Drive-thru Coffee Shop in a B-2 Retail Zoning District Located at NE Bandera Road and Huebner Road; and More Specifically Described as CB 4446G, Block 1, Lot 10, Clear Creek Village Subdivision Unit 2, Leon Valley, Texas, is hereby approved as depicted in the attached Exhibit “A”.

**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 Leon Valley 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. 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 6. EFFECTIVE DATE.** This ordinance shall become effective on and after its passage, approval and publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 3rd day of March 2026.

**APPROVED**

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

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

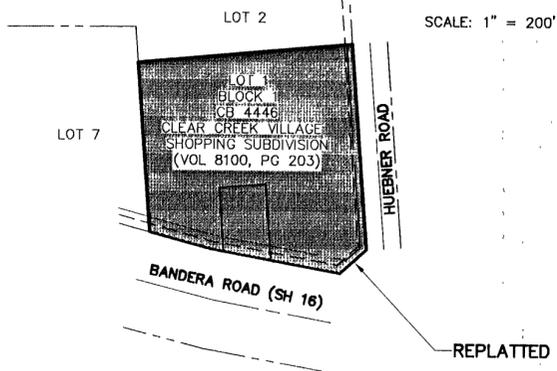
Approved as to Form: \_\_\_\_\_  
**ART RODRIGUEZ**  
City Attorney

Exhibit A

{Section}.101.



Doc# 20030105351  
Book: 9557  
Page: 100  
Filed & Recorded  
6/4/2003 8:12:19 PM  
COUNTY CLERK  
BEXAR COUNTY  
RECORDS MANAGER  
\$ 25.00  
\$ 5.00  
\$ 1.00



### AREA BEING REPLATTED THRU PUBLIC HEARING

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED ON A PLAT OF CLEAR CREEK VILLAGE SHOPPING SUBDIVISION WHICH WAS RECORDED IN VOLUME 8100, PAGE 203, BEXAR COUNTY PLAT AND DEED RECORDS

**CPS GENERAL NOTES**  
THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHEAD EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES, OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANITOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE, OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

*Patrick J. Wright*  
CITY ENGINEER

STATE OF TEXAS  
COUNTY OF BEXAR/WEBB

THE OWNERS OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF LEON VALLEY, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER (LOT 8)  
*Joe F. Nix*  
DULY AUTHORIZED AGENT  
AFC ENTERPRISES  
SIX CONCOURSE PARKWAY, SUITE 1700  
ATLANTA, GEORGIA 30328

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JOE F. NIX KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF NOVEMBER, A.D., 2002  
*Ralph S. Haffner*  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

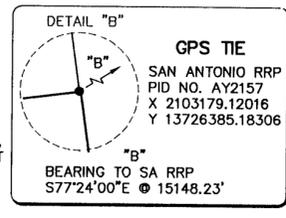
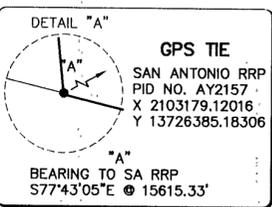
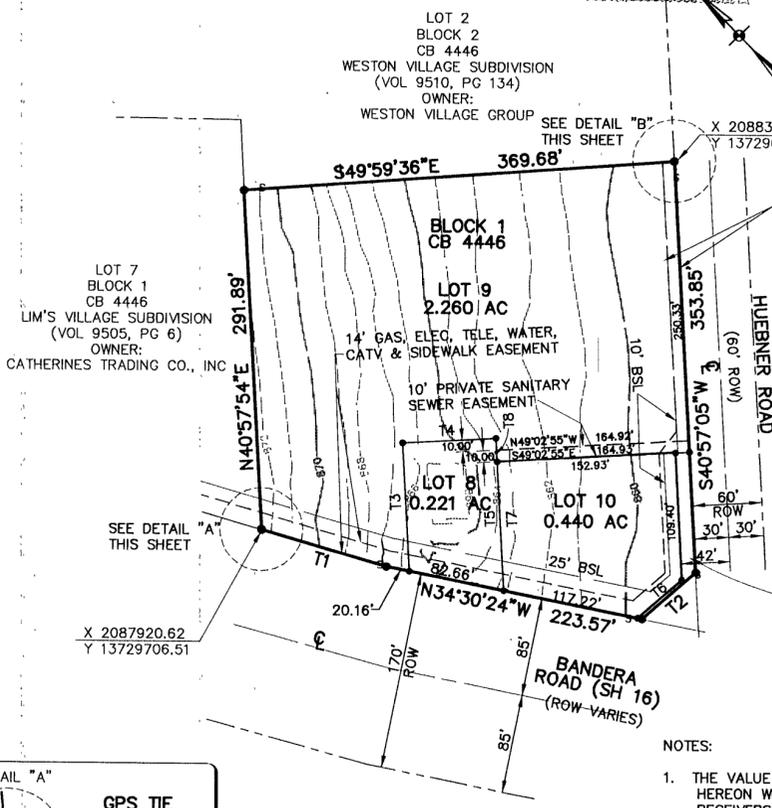
OWNER (LOTS 9 & 10)  
*Luis Libsky*  
DULY AUTHORIZED AGENT  
CAPITAL INVESTMENT GROUP LLP  
P.O. BOX 6187  
LAREDO, TEXAS 78042-6187

STATE OF TEXAS  
COUNTY OF WEBB

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LUIS LIBSKY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF NOVEMBER, A.D., 2002  
*Suzanne Fern Campbell*  
NOTARY PUBLIC, WEBB COUNTY, TEXAS

- TXDOT NOTES:**
- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
  - OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
  - MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF (2) ACCESS POINT, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 335.07' ON BANDERA ROAD.
  - IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE AS DIRECTED BY TXDOT.



TANGENT	LENGTH	BEARING
T1	111.50'	N29°34'29"W
T2	61.01'	N86°54'29"W
T3	110.06'	N41°00'40"E
T4	80.03'	S49°02'55"E
T5	130.82'	N41°00'40"E
T6	50.00'	N86°54'29"W
T7	110.29'	N41°00'40"E
T8	20.00'	N41°00'40"E

- NOTES:**
- THE VALUE OF THE TWO SETS OF COORDINATES SHOWN HEREON WERE OBTAINED WITH GLOBAL POSITIONING RECEIVERS WITH REFERENCE TO STATION "SAN ANTONIO RRP" P.I.D. AY2157, DATUM IS NAD83 (ADJUSTMENT 1993) CONVERTED TO FEET. COORDINATES ARE TEXAS STATE PLANE COORDINATES - SOUTH CENTRAL ZONE AND ARE GRID.
  - THE COMBINED SCALE FACTOR IS 0.9998268 ROTATION GRID TO PLAT IS -00° 00'00"
  - MONUMENTATION IS AS SHOWN
  - BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATES
  - CONTOURS FOR LOT 9 DERIVED FROM USGS MAPS

THIS PLAT OF CLEAR CREEK VILLAGE SUB'D UNIT - 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL DATED THIS 31st DAY OF JANUARY, A.D., 2003

*Mary Moffett* MAYOR  
*Maive Faus* SECRETARY

## REPLAT AND SUBDIVISION PLAT ESTABLISHING OF CLEAR CREEK VILLAGE SUBDIVISION UNIT - 2

BEING 2.954 ACRES OF LAND OUT OF A PORTION OF A 2.955 ACRE TRACT AS RECORDED IN VOLUME 8100, PAGE 203 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS. SAID 0.221 ACRE OF LAND BEING SITUATED IN THE M. G. DE LOS SANTOS SURVEY, ABSTRACT No. 664, COUNTY BLOCK 4446, CITY OF LEON VALLEY, BEXAR COUNTY, TEXAS.

**CEC**  
CIVIL ENGINEERING CONSULTANTS  
DON DURDEN, I.N.C.  
11550 L.H. 10 WEST, SUITE 395  
SAN ANTONIO, TEXAS 78230  
P) 210.641.9999  
F) 210.641.6440  
Email: cec@cectexas.com

REPLAT CERTIFICATION  
STATE OF TEXAS  
COUNTY OF BEXAR/WEBB  
THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED ON PLAT CLEAR CREEK VILLAGE SHOPPING SUB'D WHICH IS RECORDED IN VOLUME 8100, PAGE 203, BEXAR COUNTY PLAT AND DEED RECORDS.  
WE, THE OWNERS OF THE LAND SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS; WE FURTHER CERTIFY THAT NO PORTION OF THE AREA TO BE REPLATTED WAS LIMITED WITHIN THE IMMEDIATE PRECEDING FIVE (5) YEARS BY ANY INTERIM OR PERMANENT ZONING CLASSIFICATION TO RESIDENTIAL USE FOR NOT MORE THAN TWO RESIDENTIAL UNITS PER LOT; WE FURTHER CERTIFY THAT NO LOT COVERED BY THE CLEAR CREEK VILLAGE SHOPPING SUBDIVISION PLAT, APPROVED BY THE LEON VALLEY CITY COUNCIL ON JANUARY 13, 1978, WAS LIMITED BY DEED RESTRICTION TO RESIDENTIAL USE FOR MORE THAN TWO RESIDENTIAL UNITS PER LOT.

*Joe F. Nix* DULY AUTHORIZED AGENT  
*Luis Libsky* DULY AUTHORIZED AGENT  
*Ralph S. Haffner* NOTARY PUBLIC, BEXAR COUNTY, TEXAS  
MY COMMISSION EXPIRES: 07/05

*Suzanne Fern Campbell* DULY AUTHORIZED AGENT  
*Ralph S. Haffner* NOTARY PUBLIC, BEXAR COUNTY, TEXAS  
MY COMMISSION EXPIRES: 07/05

LOCATION MAP (NTS) FERGUSON MAP GRID 579 F2

ABBREVIATIONS

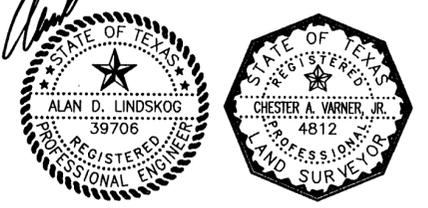
VOL	VOLUME
PG	PAGE
CATV	CABLE TV
TYP	TYPICAL
ROW	RIGHT OF WAY
TELE	SOUTHWESTERN BELL TELEPHONE
PR	PLAT RECORDS, BEXAR COUNTY
F	FOUND 1/2" IRON PIN
S	SET 1/2" IRON PIN WITH CEC PLASTIC CAP
ELEC	CITY PUBLIC SERVICE ELECTRIC
GAS	CITY PUBLIC SERVICE GAS
BSL	BUILDING SETBACK LINE
RPR	REAL PROPERTY RECORDS, BEXAR COUNTY
DR	DEED RECORDS

STATE OF TEXAS  
COUNTY OF BEXAR  
I HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.  
*Chester A. Warner, P.L.S. 11/19/02*  
REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 15th DAY OF NOVEMBER, A.D., 2002  
*Ralph S. Haffner*  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR  
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.  
*Alan D. Lindskog*  
REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 15th DAY OF NOVEMBER, A.D., 2002  
*Ralph S. Haffner*  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS



STATE OF TEXAS  
COUNTY OF BEXAR  
I, Greer Kichoff COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 30th DAY OF APRIL, A.D., 2003 AT 1:29 PM, AND DULY RECORDED THE 7th DAY OF May, A.D., 2003 AT 3:00 PM, IN THE RECORDS OF SAID COUNTY IN THE BOOK VOLUME 955 ON PAGE 100 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 1st DAY OF May, A.D. 2003

COUNTY CLERK, BEXAR COUNTY, TEXAS  
BY: *Nadalee Pez* DEPUTY

# SITE DEVELOPMENT PLANS FOR

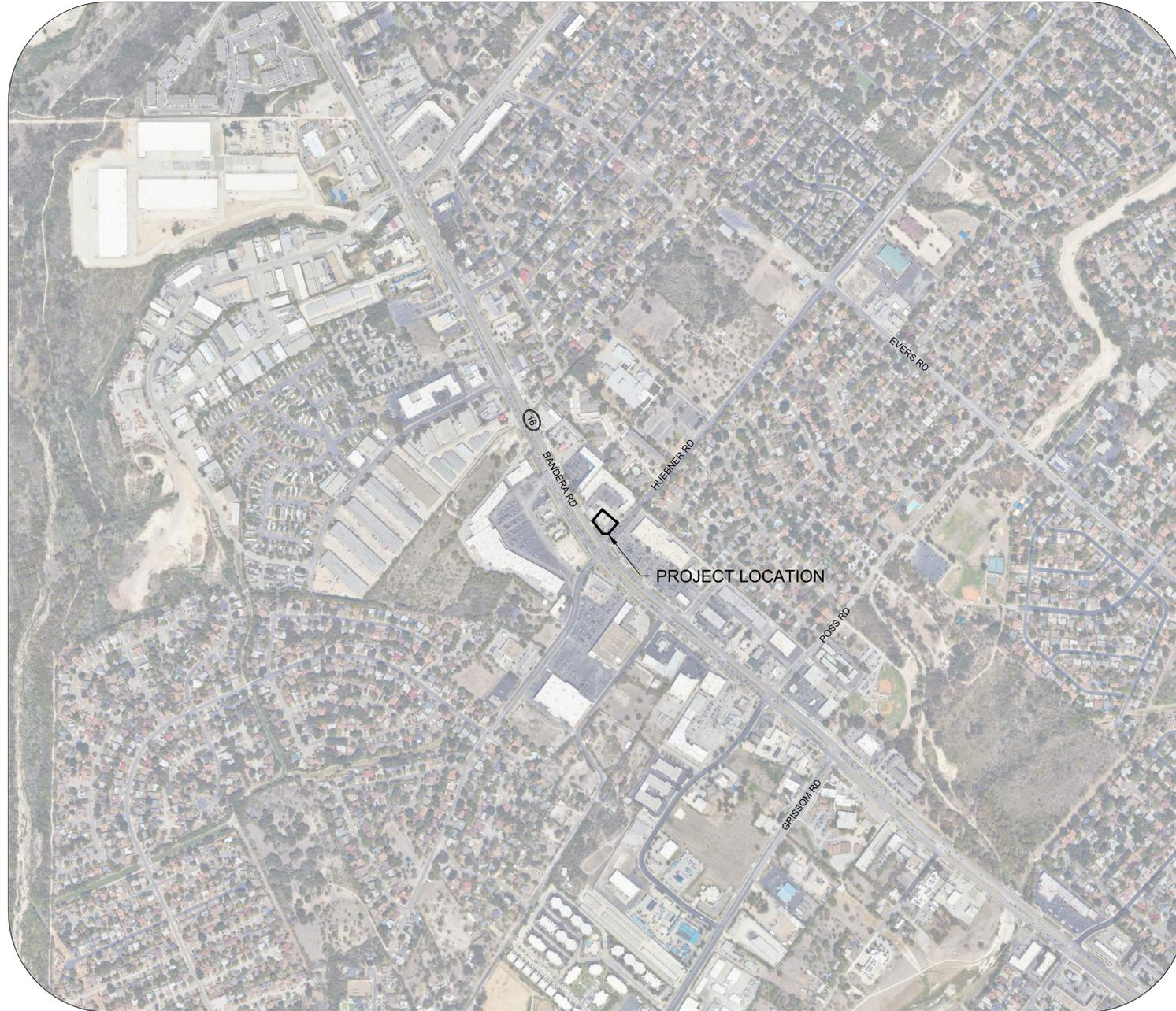


## LEON VALLEY, TX

BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

PROJECT NUMBER:  
116.006

SHEET NAME	NUMBER
COVER SHEET	C0.0
GENERAL NOTES	C0.1
AREA PLAN	C0.2
DEMOLITION PLAN	C1.1
EROSION CONTROL PLAN	C1.2
SITE PLAN	C2.1
GRADING PLAN	C3.1
UTILITY PLAN	C4.1
LANDSCAPING PLAN	C5.1
STRIPING PLAN	C6.1
DETAILS	C7.1
DETAILS	C7.2



KNOWN EXISTING UTILITIES		
UTILITY	PROVIDER	PHONE NUMBER
ELECTRIC	CPS ENERGY	210-353-2222
WATER	CITY OF LEON VALLEY	210-681-1232
SANITARY SEWER	CITY OF LEON VALLEY	210-681-1232



FIRM LICENSE NO. 13229



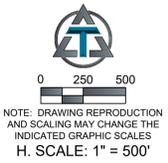
ENGINEER OF RECORD:  
NAME: ZACHARY REID MILLS  
LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006  
REVISION:

7 BREW COFFEE  
**LEON VALLEY, TX**  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

**C0.0**  
COVER SHEET

DATE: JANUARY 29, 2026





FIRM LICENSE NO. 13229



ENGINEER OF RECORD: NAME: ZACHARY REID MILLS LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006

REVISION:

7 BREW COFFEE LEON VALLEY, TX BANDERA ROAD & HUEBNER ROAD LEON VALLEY, TX 78238

C0.1 GENERAL NOTES

DATE: JANUARY 29, 2026



Texas One Call Texas811 Know what's below. Call before you dig. or 1-800-344-8377 texas811.org



SAFETY NOTICE TO CONTRACTOR

- 1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.

UTILITY DISCLAIMER

- 1. INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

USE OF CONSTRUCTION DOCUMENTS

- 1. DRAWINGS AND SPECIFICATIONS ARE PROVIDED AS A SERVICE. DRAWINGS AND SPECIFICATIONS ARE NOT INTENDED FOR USE ON OTHER PROJECTS AT THIS SITE OR OTHER SITES WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
2. DRAWING REPRODUCTION AND SCALING MAY ALTER THE INDICATED GRAPHIC SCALES.

SITE GRADING NOTES

- 1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING SITE GRADING ACTIVITIES. DURING GRADING ACTIVITIES THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
2. CONTRACTOR SHALL USE CAUTION AROUND ALL EXISTING UTILITIES LOCATED ON SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY CONSTRUCTION.
3. SEDIMENT AND EROSION CONTROLS IN CONFORMANCE WITH THE EROSION CONTROL PLAN AND THE APPLICABLE SPECIFICATIONS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF SITE GRADING ACTIVITIES.
4. CONTRACTOR SHALL STRIP THE TOPSOIL FROM ALL AREAS TO BE DISTURBED AND STOCKPILE IT IN A LOCATION CHOSEN BY THE OWNER PRIOR TO BEGINNING SITE GRADING. OWNER SHALL BE CONTACTED TO DETERMINE WHAT SHALL BE DONE WITH EXCESS TOPSOIL. PROPER DRAINAGE OF THE STOCKPILES SHALL BE MAINTAINED.
5. THE SUBGRADE FOR THE PROJECT SITE SHALL BE COMPACTED TO 95% STANDARD PROCTOR AS DETERMINED BY ASTM-D698. COMPACTION SHALL BE ACCOMPLISHED AT MOISTURE CONTENTS AS SPECIFIED IN THE GEOTECHNICAL ENGINEER'S REPORT. ALL SOFT AREAS FOUND DURING COMPACTION SHALL BE REMEDIATED IN CONFORMANCE WITH THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE.
6. STONES OR BOULDERS MEASURING GREATER THAN 12" IN ANY DIMENSION SHALL NOT BE PLACED IN THE UPPER 3 FEET OF THE FILL, IN STUMP HOLES, AROUND PIPE AND STRUCTURES AND IN OTHER RESTRICTED AREAS WHERE IT IS NOT PRACTICAL TO USE A ROLLER. THE MATERIAL SHALL BE COMPACTED BY HAND.
7. CONTRACTOR IS RESPONSIBLE FOR ADDRESSING AND CORRECTING UNSUITABLE SOIL CONDITIONS RELATED TO WET SOILS AND OTHER CONDITIONS. THE UNSUITABLE CONDITIONS MUST BE CORRECTED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE, TO MEET PROJECT NEEDS.
8. CONTRACTOR SHALL NOTIFY THE OWNERS OR THEIR REPRESENTATIVE FOR INSPECTION PRIOR TO PLACEMENT OF CRUSHED STONE BASE AND ALSO PRIOR TO PLACEMENT OF PAVEMENT MATERIALS.
9. THE CONTOURS, SPOT ELEVATIONS AND BUILDING FLOOR ELEVATIONS SHOWN ARE TO FINISH GRADE FOR SURFACE OF PAVEMENT, TOP OF SIDEWALKS AND CURBS, TOP OF FLOOR SLABS ETC. REFER TO TYPICAL SECTIONS FOR PAVING, SLAB AND AGGREGATE BASE THICKNESS TO DEDUCT FOR GRADING LINE ELEVATIONS.
10. CONTRACTOR SHALL FINISH GRADE EARTH SLOPES AS SHOWN TO NO STEEPER THAN 1 FOOT VERTICAL TO 3 FEET HORIZONTAL.
11. CONTRACTOR SHALL GRADE LANDSCAPED AREAS AT A MINIMUM OF 1% TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND SIDEWALKS WHEN FINISH LANDSCAPE MATERIALS ARE IN PLACE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL EARTHWORK QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON THE PLANS. NO EXTRA PAYMENT WILL BE MADE FOR OBTAINING FILL MATERIAL FROM OFF-SITE AREAS REQUIRED TO CONSTRUCT FILL TO THE LINES AND GRADES INDICATED ON THE DRAWINGS.
13. NO CLASSIFICATION OF EXCAVATED MATERIALS WILL BE MADE UNLESS OTHERWISE SPECIFIED IN THE PROJECT DOCUMENTS. EXCAVATION WORK SHALL INCLUDE THE REMOVAL AND SUBSEQUENT HANDLING OF ALL MATERIALS EXCAVATED OR OTHERWISE REMOVED FOR THE PERFORMANCE OF THE WORK, REGARDLESS OF TYPE, CHARACTER, COMPOSITION OR CONDITION THEREOF. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK EXCAVATIONS UNLESS OTHERWISE SPECIFIED IN THE PROJECT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT OF ROCK EXCAVATION, IF ANY, TO BE INCLUDED IN HIS BID.
14. ALL DISTURBED AREAS, NOT RECEIVING PERMANENT STABILIZATION, SHALL HAVE 4" OF TOPSOIL REPLACED, TO LEAVE A SMOOTH SEEDBED SUITABLE TO RECEIVE SEED. SURFACE ROCK 1-1/2" OR GREATER IN ANY DIMENSION SHALL BE REMOVED FROM ALL FINISH GRADED AREAS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEEDING WORK.
15. THE CONTRACTOR SHALL GRADE ALL AREAS DISTURBED DURING THE COMPLETION OF THIS PROJECT TO PREVENT PONDING OR EROSION ON THIS SITE OR ADJACENT UNDISTURBED AREAS.
16. ALL ITEMS REMOVED SHALL BE DISPOSED OFF SITE BY THE CONTRACTOR IN ACCORDANCE WITH REQUIREMENTS OF LOCAL AUTHORITIES.
17. PRIOR TO MOVING OFF THE PROJECT SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO MAKE A FINAL REVIEW OF THE CONSTRUCTION SITE.
18. IN THE EVENT THAT BLASTING IS PERMITTED ON THE PROJECT, THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, APPLICABLE SAFETY CODE REQUIREMENTS AND REGULATIONS RELATIVE TO THE HANDLING, STORAGE AND USE OF EXPLOSIVES AND THE PROTECTION OF LIFE AND PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS BLASTING OPERATIONS.

PROJECT CONTROL

BENCHMARKS

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. NAD '83 FOR HORIZONTAL VALUES AND NAVD'88 FOR VERTICAL VALUES.

SURVEY NOTES:

THE BOUNDARY LINES SHOWN HEREON ARE BASED ON A SURVEY PERFORMED 12-03-2025 BY TROY DEE, TEXAS LICENSED PROFESSIONAL LAND SURVEYOR NO.6904 AND IS NOT A PRODUCT OF TOTH & ASSOCIATES.

CONTROL POINT TABLE

Table with 5 columns: POINT NUMBER, NORTHING, EASTING, ELEVATION, DESCRIPTION. Rows include CP 1, CP 2 with their respective coordinates and descriptions (CP SIP4).

FLOOD PLAIN INFORMATION:

FEMA PANEL #: 48029C0380G - EFFECTIVE DATE: 9/29/10
FEMA ZONE - X: THE SUBJECT PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE

DEVELOPER:

ZEAL DEVELOPMENT
27777 INKSTER ROAD, SUITE 2B
FARMINGTON HILLS, MI 48334
248-555-0716

OWNER:

CAPITAL INVESTMENT GROUP LLP
E BANDERA RD

LINETYPES

- PL PROPERTY LINE
RW RIGHT OF WAY MARKER
S SANITARY SEWER LINE
SM SANITARY SEWER FORCE MAIN
ST STORM SEWER LINE
IRR IRRIGATION WATER LINE
FL FLOW LINE
OHE OVERHEAD ELECTRIC LINE
UE UNDERGROUND ELECTRIC LINE
G GAS LINE
W WATER LINE
C COMMUNICATIONS LINE
T TELEPHONE LINE
FO FIBER OPTIC LINE
CTV CABLE TELEVISION
O CHAIN LINK FENCE
X BARBED WIRE FENCE
D WOOD FENCE
1000 EXISTING MAJOR CONTOUR
1001 EXISTING MINOR CONTOUR
1000 PROPOSED MAJOR CONTOUR
1001 PROPOSED MINOR CONTOUR
TREE LINE
FPL FEMA FLOODPLAIN
FFW FEMA FLOODWAY
LOD LIMITS OF DISTURBANCE
COMPOST FILTER SOCK

CIVIL LEGENDS

SYMBOLS

- MARKER STONE
RIGHT OF WAY MARKER
IRON PIN FOUND
IRON PIN SET
CUT CROSS
CONTROL POINT
BENCHMARK
SANITARY SEWER MANHOLE
STORM SEWER INLET
TELEPHONE MANHOLE
POWER POLE
GUY ANCHOR
LINEAR FEET
TELEPHONE RISER
GAS VALVE
GAS METER
WATER VALVE
WATER METER
FIRE HYDRANT
SPRINKLER HEAD
IRRIGATION VALVE
WELL
MAIL BOX
POST
CLEANOUT
SIGN
AIR CONDITIONING UNIT

ABBREVIATIONS

- BC BACK OF CURB
CC STANDARD CATCH CURB
CL CENTER LINE
CMP CORRUGATED METAL PIPE
EP EDGE OF PAVEMENT
EX EXISTING
FES FLARED END SECTION
FL FLOW LINE
GT GUTTER INVERT
GY GUY WIRE
HDPE HIGH DENSITY POLYETHYLENE
INV INVERT
LF LINEAR FEET
MC MOUNTABLE CURB
RCP REINFORCED CONCRETE PIPE
SC SPILL CURB
TB TOP OF BASE ROCK
TC TOP OF CURB
TG TOP OF GROUND
TP TOP OF PAVEMENT
TS TOP OF SIDEWALK
TW TOP OF WALL
TGV TOP OF GRAVEL
EX TP EXISTING TOP OF PAVEMENT

GENERAL CIVIL NOTES

- 1. THE GENERAL NOTES ON THE DRAWINGS ARE INTENDED TO SUPPLEMENT THE GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS. WHEN THE NOTES ON THE DRAWINGS CONFLICT WITH THE TECHNICAL REQUIREMENTS OUTLINED IN THE SPECIFICATIONS, THE MORE STRINGENT CRITERIA WILL GOVERN.
2. CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THESE DRAWINGS, THE PROJECT TECHNICAL SPECIFICATIONS, AND THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE LOCAL AUTHORITY, UNLESS OTHERWISE NOTED.
3. ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). DURING CONSTRUCTION, ACCESS SHALL BE MAINTAINED FOR EMERGENCY VEHICLES AND LOCAL TRAFFIC. THE FIRE, POLICE AND AMBULANCE DEPARTMENTS, SCHOOL BUS COMPANIES AND POST OFFICE ARE TO BE NOTIFIED 48 HOURS PRIOR TO ANY ROAD CLOSINGS.
4. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. DURING CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR WITH PROPOSED UTILITIES OR GRADING ACTIVITIES. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
5. EXISTING UNDERGROUND UTILITIES IN THE VICINITY OF THE WORK TO BE DONE ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE OR DISCOVERED BY THE ENGINEER IN PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES, INCLUDING SERVICE CONNECTIONS, IN ADVANCE OF CONSTRUCTION ACTIVITIES BY CONTACTING THE OWNERS THEREOF AND BY PROSPECTING. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE OWNER AND ENGINEER IN WRITING OF ANY DISCREPANCIES WITH THE PLAN INFORMATION. ALL DAMAGE TO EXISTING UTILITIES, INCLUDING SERVICE CONNECTIONS, SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL NOT CHANGE OR DEViate FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER AND ENGINEER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND OWNER WILL PAY ALL FEES AS REQUIRED BY PERMITS FOR THIS CONSTRUCTION.
8. ALL WORK WITHIN ROAD RIGHT OF WAY SHALL CONFORM TO EITHER THE LOCAL JURISDICTION OR THE STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS; WHICH EVER IS APPLICABLE.
9. ALL TRENCHES CROSSING THROUGH PAVED AREAS OR AREAS TO BE PAVED SHALL BE BACKFILLED FULL DEPTH WITH COMPACTED CRUSHED STONE MATERIAL AS PER PROJECT DETAILS AND SPECIFICATIONS.
10. ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
11. ANY ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS SHOWN ON PLANS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS IN THE VICINITY OF THE JOB CLEAN AND FREE OF ROCKS, SOIL AND DEBRIS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE RIGHT OF WAY AND FOR DAMAGED IMPROVEMENTS SUCH AS CURBS, SIDEWALKS, STREET LIGHT AND TRAFFIC SIGNAL JUNCTION BOXES, TRAFFIC SIGNAL LOOP WIRING, SIGNAL POLES AND ETC. DAMAGED IMPROVEMENTS SHALL BE REPAIRED IN CONFORMANCE WITH THE LATEST CITY AND STATE REGULATIONS AND TO THEIR SATISFACTION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION AS OUTLINED IN THE EROSION CONTROL PLAN AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), IF APPLICABLE. EROSION CONTROL PROCEDURES SHALL BE IN PLACE PRIOR TO GRADING ACTIVITIES.
15. THE CONTRACTOR SHALL CLEAN OUT ALL INLETS, PIPES AND MANHOLES OF DEBRIS AND SEDIMENTATION AT THE COMPLETION OF SITE WORK. THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE OWNER AND LOCAL JURISDICTION.
16. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS. ANY PROPERTY CORNERS DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE IN WHICH THE PROJECT IS LOCATED, AT THE CONTRACTOR'S EXPENSE.
17. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE SITE AT ALL TIMES.
18. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS AND/OR INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID. NO EXTRA COSTS WILL BE PAID TO THE CONTRACTOR DUE TO UNANTICIPATED EXISTING CONDITIONS AND/OR DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM DAMAGE TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR DAMAGES.

DEMOLITION NOTES

JOB CONDITIONS

- 1. THE OWNER ASSUMES NO RESPONSIBILITY FOR THE ACTUAL CONDITION OF ANY STRUCTURES TO BE DEMOLISHED.
2. ITEMS OF SALVAGEABLE VALUE TO THE CONTRACTOR MAY BE REMOVED FROM THE PROJECT SITE AT THE APPROVAL OF THE OWNER. TRANSPORT THE SALVAGED ITEMS FROM THE SITE AS THEY ARE REMOVED.
3. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED ON THIS PROJECT.
4. THE CONTRACTOR SHALL CONDUCT THE DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
5. THE CONTRACTOR SHALL INSURE SAFE PASSAGE OF PERSONS AROUND THE DEMOLITION AREA. CONDUCT OPERATIONS TO PREVENT DAMAGE TO ADJACENT BUILDING STRUCTURES AND OTHER FACILITIES THAT ARE TO REMAIN; AND INJURY TO PERSONS.
6. PROVIDE INTERNAL AND EXTERNAL SHORING, BRACING OR SUPPORT TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF ANY STRUCTURES TO BE DEMOLISHED AND ANY ADJACENT FACILITIES TO REMAIN.
7. MAINTAIN EXISTING UTILITIES INDICATED TO STAY IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. DISCONNECT ALL UTILITIES SERVING ANY STRUCTURES TO BE DEMOLISHED, PRIOR TO START OF DEMOLITION WORK.

DEMOLITION

- 1. POLLUTION CONTROLS: USE WATER SPRINKLING, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR, COMPLY WITH GOVERNMENT REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
2. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITIONS AS THEY EXIST PRIOR TO START OF WORK.
3. BREAK UP AND REMOVE CONCRETE SLABS ON GRADE, UNLESS OTHERWISE SHOWN TO REMAIN.
4. BELOW-GRADE CONSTRUCTION: DEMOLISH FOUNDATION WALLS AND OTHER BELOW GRADE CONSTRUCTION, INCLUDING CONCRETE SLABS, TO A DEPTH OF NOT LESS THAN 12" BELOW THE LOWEST FOUNDATION LEVEL.
5. FILLING VOIDS: COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION AS OUTLINED BELOW.
6. USE SATISFACTORY SOIL MATERIALS AS DEFINED IN THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE. CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER.
7. PRIOR TO PLACEMENT OF FILL MATERIAL, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST OR FROZEN MATERIAL, TRASH AND DEBRIS.
8. PLACE FILL MATERIAL IN HORIZONTAL LAYERS AT DEPTHS AND MOISTURE CONTENTS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE.
9. AFTER FILL PLACEMENT AND COMPACTION, GRADE THE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE FLOW TO SURFACE STRUCTURES.
10. ALL TREES INDICATED TO BE REMOVED SHALL BE REMOVED IN ACCORDANCE WITH THE STATE PARKS AND WILDLIFE'S WILD HABITAT ASSESSMENT PROGRAM FOR THE SITE PER PROJECT SPECIFICATIONS. TREES ON THE SITE MAY BE SAFELY REMOVED FROM NOVEMBER 1 THROUGH MARCH 31, IF ANY TREES NEED TO BE REMOVED OUTSIDE OF THIS TIMEFRAME. CONTRACTOR SHALL FOLLOW BEST PRACTICES AS PRESCRIBED BY THE US FISH AND WILDLIFE SERVICE TO PRESERVE THE HABITAT OF ANY ENDANGERED SPECIES POTENTIALLY PRESENT ON SITE.

DISPOSAL OF DEMOLISHED MATERIALS

- 1. REMOVE FROM SITE ACCUMULATED VEGETATION, DEBRIS, RUBBISH AND OTHER MATERIAL RESULTING FROM THE DEMOLITION OPERATION.
2. BURNINGS OF COMBUSTIBLE MATERIALS FROM DEMOLISHED STRUCTURES AND VEGETATION WILL NOT BE PERMITTED ON SITE.
3. REMOVAL: TRANSPORT MATERIALS REMOVED FROM DEMOLISHED STRUCTURES, VEGETATION, PAVEMENT AND BASE ROCK AND LEGALLY DISPOSE OFF SITE.

PROTECTION OF EXISTING STRUCTURES AND VEGETATION

- 1. CONTRACTOR SHALL INSTALL 6" STEEL FENCE POSTS, DRIVEN 18" INTO THE GROUND, AT 10' ON CENTER AT TREE DRIP LINES AND INSTALL 4" TEXAS ORANGE WARNING BARRIER, OR EQUAL, ATTACHED AS RECOMMENDED BY THE MANUFACTURER, TO PROTECT EXISTING TREES DURING CONSTRUCTION. CONTRACTOR SHALL REMOVE POSTS AND FENCE FABRIC AFTER ALL CONSTRUCTION IS COMPLETE.

SEDIMENT & EROSION CONTROL NOTES

- 1. THE EROSION CONTROL PLAN SHOWS THE LOCATION AND DETAILS FOR PRIMARY EROSION CONTROLS TO BE CONSTRUCTED. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING EROSION AND DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES DURING ALL PHASES OF HIS OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THE EROSION CONTROL PLAN AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF HIS OPERATIONS.
2. INITIAL SEDIMENT CONTROLS SHOWN ON THE EROSION CONTROL PLAN MUST BE INSTALLED PRIOR TO ANY OTHER WORK.
3. THE CONTRACTOR SHALL CLEAN ALL STREETS BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED AFTER EACH RAINFALL AND AT THE END OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST DURING CONSTRUCTION AND SHALL WATER CONSTRUCTION AREAS WHENEVER CONDITIONS WARRANT.
5. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING SILT FROM STORM DRAINS, INLETS, CULVERTS, ETC. PRIOR TO APPROVAL OF CONSTRUCTION.
6. ALL DISTURBED AREAS NOT RECEIVING OTHER PERMANENT STABILIZATION SUCH AS PAVEMENT, ROOFS, SOD AND ETC., SHALL BE SEEDED AND MULCHED, AS PER THE PROJECT SPECIFICATIONS BEFORE TEMPORARY SEDIMENT CONTROLS CAN BE REMOVED AND PRIOR TO FINAL APPROVAL OF CONSTRUCTION.
7. IF APPLICABLE THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AS PUT FORTH IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP SHALL BE CONSIDERED AS A STARTING POINT FOR SEDIMENT AND EROSION CONTROLS AND THE CONTRACTOR WILL BE RESPONSIBLE FOR REVISING AND UPDATING EROSION CONTROLS AS SITE CONDITIONS CHANGE DURING THE COURSE OF CONSTRUCTION.

UTILITY CONSTRUCTION NOTES

- 1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING UTILITY CONSTRUCTION ACTIVITIES. DURING CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR WITH PROPOSED UTILITIES. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
2. ALL TRENCHES CROSSING PAVED AREAS OR AREAS TO BE PAVED SHALL BE BACKFILLED FULL DEPTH WITH COMPACTED BEDDING MATERIAL IN CONFORMANCE WITH PROJECT DETAILS AND SPECIFICATIONS.
3. ALL UTILITY CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH CITY AND LOCAL FIRE DEPARTMENT REQUIREMENTS AND STANDARD PLANS AND SPECIFICATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NOT OBTAINED BY THE OWNER.
5. INSTALL TRACER WIRE WITH ALL SANITARY SEWER AND POTABLE WATER UTILITIES AS REQUIRED. CONNECT TRACER WIRE TO EXISTING TRACER WIRE AND STUB UP END OF THE TRACER WIRE AT THE ENDS OF RUNS IN ACCORDANCE WITH UTILITY OWNER'S SPECIFICATIONS.
6. ALL HDPE PIPE, JOINTS AND FITTINGS SHALL BE ADS N-12 OR EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
7. COORDINATE THE INSTALLATION OF THE STORM SEWER WITH THE INSTALLATION OF THE POTABLE WATER, COMMUNICATION, ELECTRIC AND SANITARY SEWER TO AVOID CONFLICTS.
8. EARTHWORK SHALL BE PLACED TO FINISH GRADE IN THE IMMEDIATE AREA OF UTILITIES PRIOR TO CONSTRUCTION OF UTILITIES TO INSURE PROPER DEPTH OF COVER FOR UTILITIES.
9. ALL MATERIALS TO BE SUPPLIED AND LABOR TO BE DONE BY CONTRACTOR SHALL BE COMPLETED AS A PART OF THIS WORK, UNLESS STATED OTHERWISE.
10. ALL UTILITY SERVICE LINES SHALL BE KEPT IN SERVICE AND PROTECTED DURING CONSTRUCTION OPERATIONS. THE DRAWINGS INDICATE THE LOCATION OF KNOWN EXISTING UTILITY SERVICE LINES AS COLLID BE DETERMINED.
11. ANY RELOCATION OF UTILITY SERVICE LINES THAT ARE REQUIRED TO COMPLETE THE PROJECT IS TO BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND IS TO BE CONSIDERED SUBSIDIARY TO OTHER PROJECT COSTS.
12. ALL WATER, SEWER, FIBER OPTIC CABLE, GAS SERVICE AND OTHER UTILITY REQUIREMENTS SHALL BE COORDINATED WITH THE APPROPRIATE LOCAL UTILITY PROVIDERS PRIOR TO INSTALLATION. ALL COSTS ASSOCIATED WITH THE WATER, SEWER, FIBER OPTIC CABLE, GAS SERVICE ENTRANCE AND OTHER UTILITY REQUIREMENTS SHALL BE BORNE BY THE CONTRACTOR, INCLUDING THOSE COSTS, IF ANY, FROM THE LOCAL UTILITY PROVIDERS AND INCLUDE ALL COSTS ASSOCIATED WITH WORK PERFORMED BY THE LOCAL UTILITY PROVIDERS AND CONNECTION FEES INTO THEIR BID.



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ENGINEER OF RECORD:

NAME: ZACHARY REID MILLS

LICENSE NO. TX# PE-158831

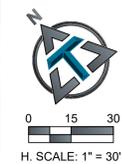
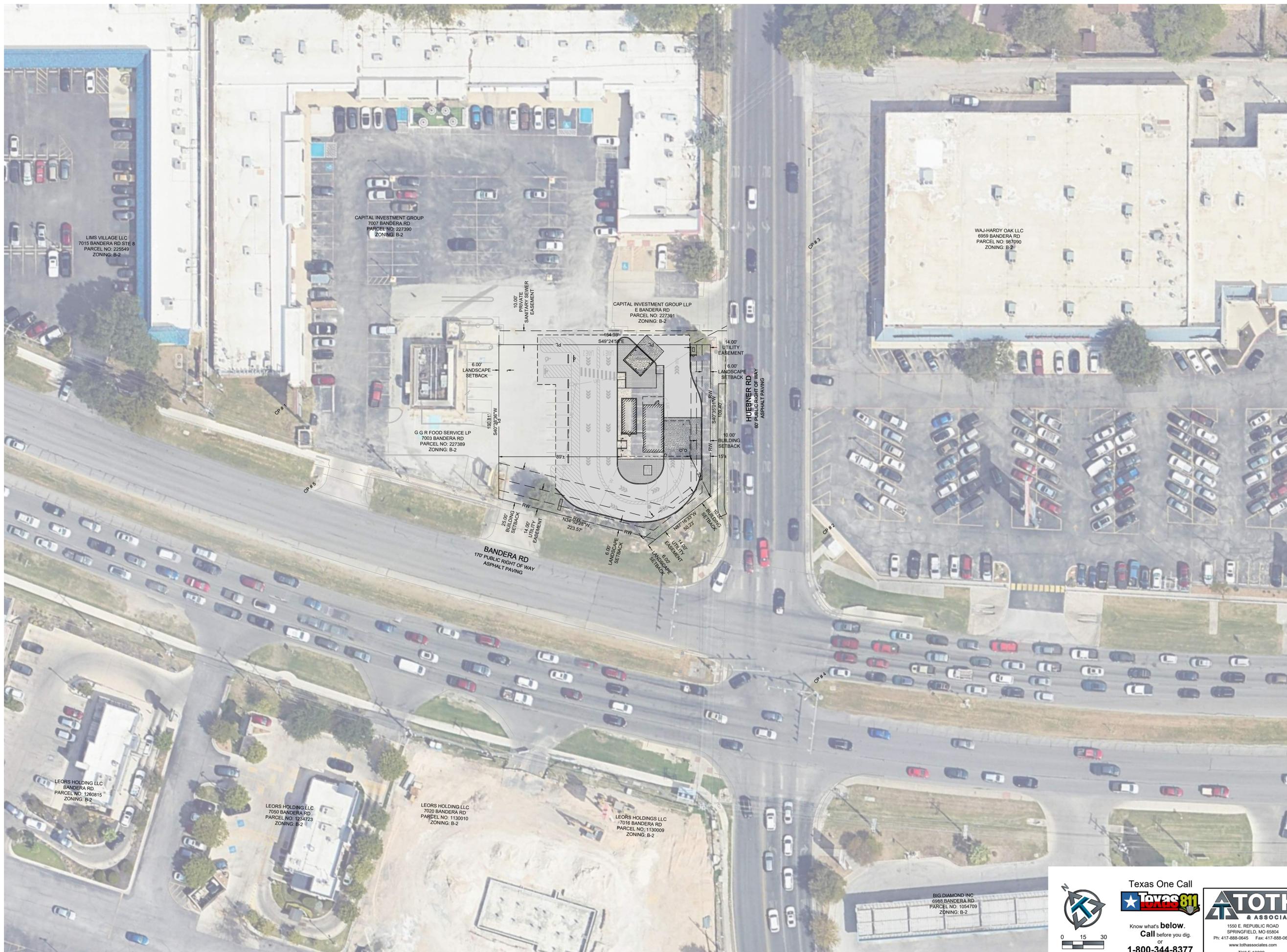
PROJECT NUMBER: 116.006

REVISION:

7 BREW COFFEE  
LEON VALLEY, TX  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

C0.2  
AREA PLAN

DATE: JANUARY 29, 2026



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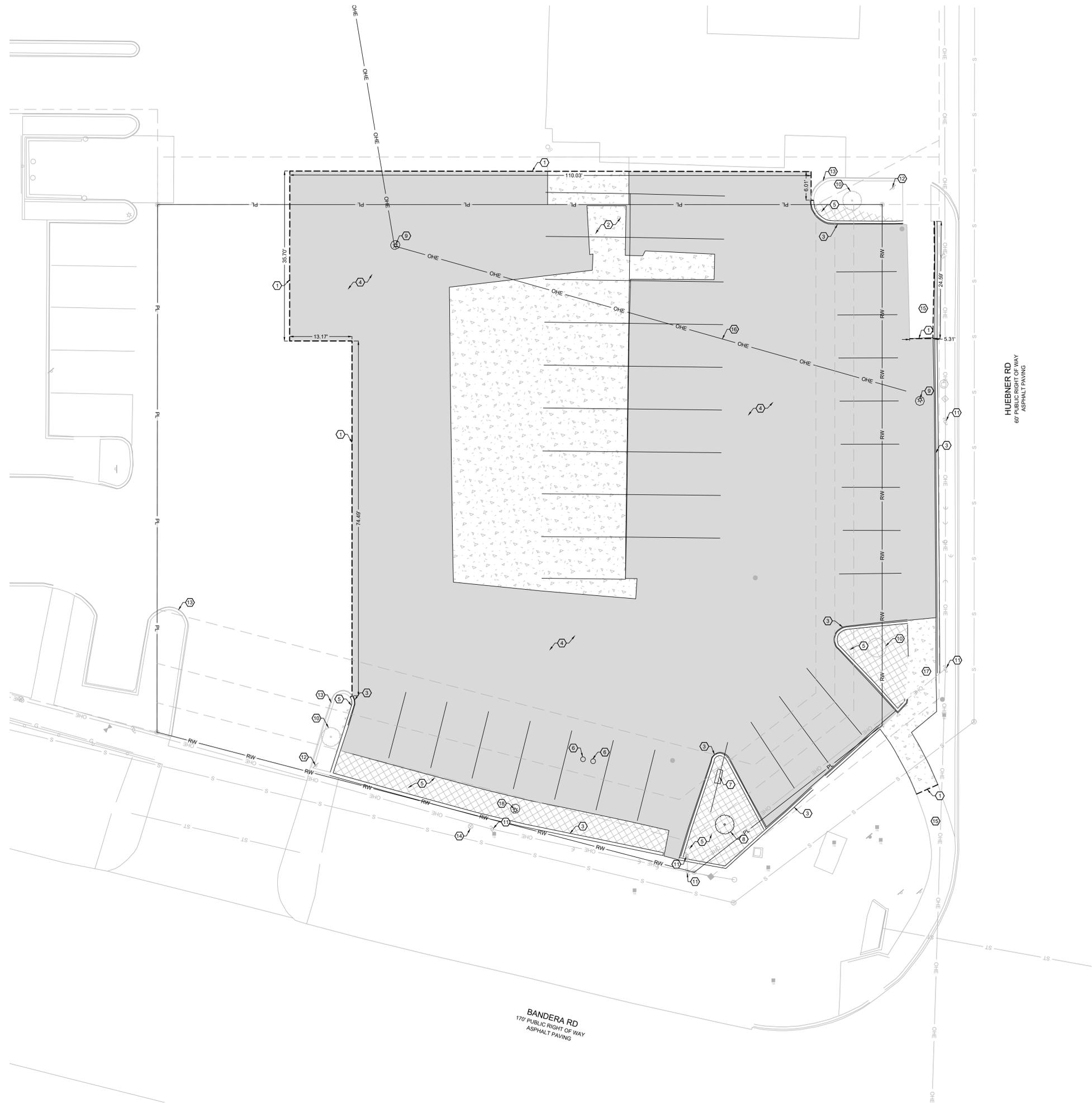
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7 BREW COFFEE  
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LEON VALLEY, TX 78238

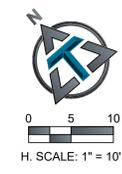
**C1.1**  
DEMOLITION PLAN

DATE: JANUARY 29, 2026



- HATCH LEGEND:**
- = ASPHALT AREA TO BE REMOVED.
  - = CONCRETE AREA TO BE REMOVED.
  - = LANDSCAPE SHRUBS & TREES TO BE REMOVED.

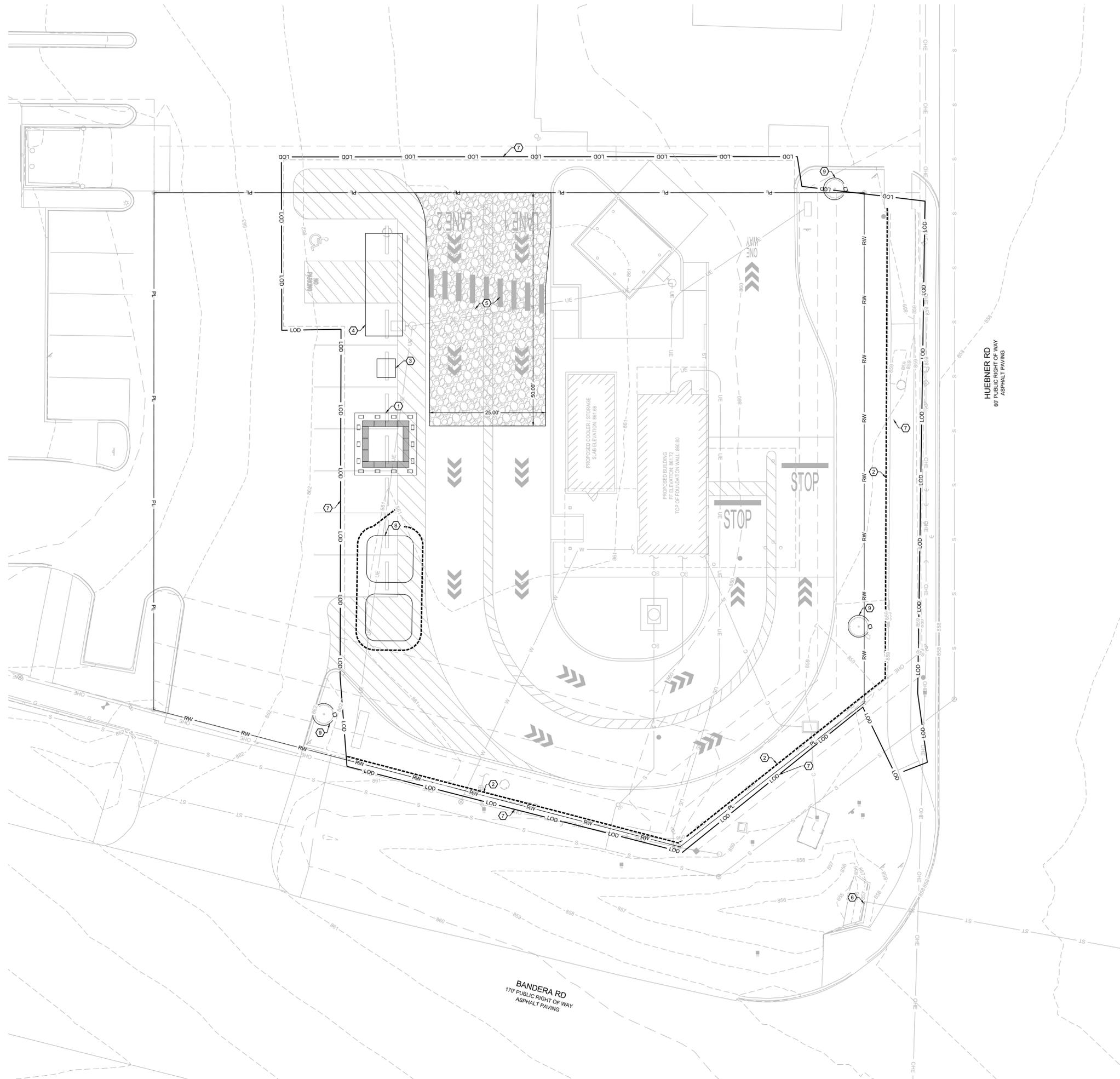
- KEY NOTES:**
- 1 SAW CUT CLEAN EDGE FOR PAVEMENT REMOVAL. PROTECT EDGE OF PAVEMENT DURING CONSTRUCTION.
  - 2 REMOVE 2,921 S.F. ± OF CONCRETE PAVEMENT.
  - 3 REMOVE 625 L.F. ± OF CONCRETE CURB.
  - 4 REMOVE 12,832 S.F. ± OF ASPHALT PAVEMENT.
  - 5 REMOVE EXISTING LANDSCAPING.
  - 6 REMOVE BOLLARDS, TYPICAL.
  - 7 REMOVE SIGN POST AND FOUNDATION.
  - 8 REMOVE TREE.
  - 9 REMOVE LIGHT POLE WITH CONCRETE BASE. SALVAGE FOR REUSE.
  - 10 EXISTING TREE DO NOT DISTURB. PROTECT PER SHEET C1.2.
  - 11 EXISTING UTILITY POLE, DO NOT DISTURB.
  - 12 EXISTING SIGN, DO NOT DISTURB.
  - 13 EXISTING CURB, DO NOT DISTURB.
  - 14 EXISTING WATER METER, NO NOT DISTURB.
  - 15 EXISTING SIDEWALK, DO NOT DISTURB.
  - 16 REMOVE EXISTING OVERHEAD ELECTRIC LINE.
  - 17 REMOVE 320 S.F. CONCRETE SIDEWALK.
  - 18 REMOVE LIGHT POLE WITH CONCRETE BASE.



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**KEYNOTES**

- ① APPROXIMATE LOCATION OF CONCRETE WASHOUT PER DETAIL 1.03 SHEET C7.1.
- ② INSTALL 305 L.F. ± OF COMPOST FILTER SOCK PER DETAIL 1.02 SHEET C7.1.
- ③ APPROXIMATE LOCATION OF PORTABLE RESTROOM
- ④ APPROXIMATE LOCATION OF DUMPSTER.
- ⑤ INSTALL TEMPORARY CONSTRUCTION ENTRANCE PER DETAIL 1.01 SHEET C7.1.
- ⑥ PROPOSED OUTFALL.
- ⑦ LIMITS OF DISTURBANCE = 0.40 ACRES.
- ⑧ APPROXIMATE LOCATION OF SOIL STOCKPILES. PROTECT STOCKPILES WITH COMPOST FILTER SOCK.
- ⑨ EXISTING TREE TO REMAIN, PROTECT PER DETAIL 1.06 SHEET C7.2.

**PHASING TABLE:**

PHASE	CONSTRUCTION ACTIVITIES	BEST MANAGEMENT PRACTICES INSTALLED
PHASE 1 (PRE - CONSTRUCTION)	INSTALLATION OF PRE-CON BMP'S	- TREE PROTECTION - CONSTRUCTION ENTRANCE - PERIMETER CONTROL (SILT SOCK)
PHASE 2	CLEARING	- RETAIN TOPSOIL - STOCK PILE PROTECTION - DEWATERING - DUST CONTROL
PHASE 3	CONSTRUCTION	- CONCRETE WASHOUT PIT - CONSTRUCTION ENTRANCE - TEMPORARY SEEDING
PHASE 4 (FINAL STABILIZATION)	FINAL STABILIZATION OF ALL DISTURBED AREAS	- HYDROSEED - RIP-RAP PLACEMENT - SEED / STRAW



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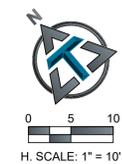
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**NAME:** ZACHARY REID MILLS  
**LICENSE NO. TX#** PE-158831

**PROJECT NUMBER:** 116.006  
**REVISION:**

**7 BREW COFFEE**  
**LEON VALLEY, TX**  
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 LEON VALLEY, TX 78238

**C1.2**  
 EROSION CONTROL PLAN

DATE: JANUARY 29, 2026



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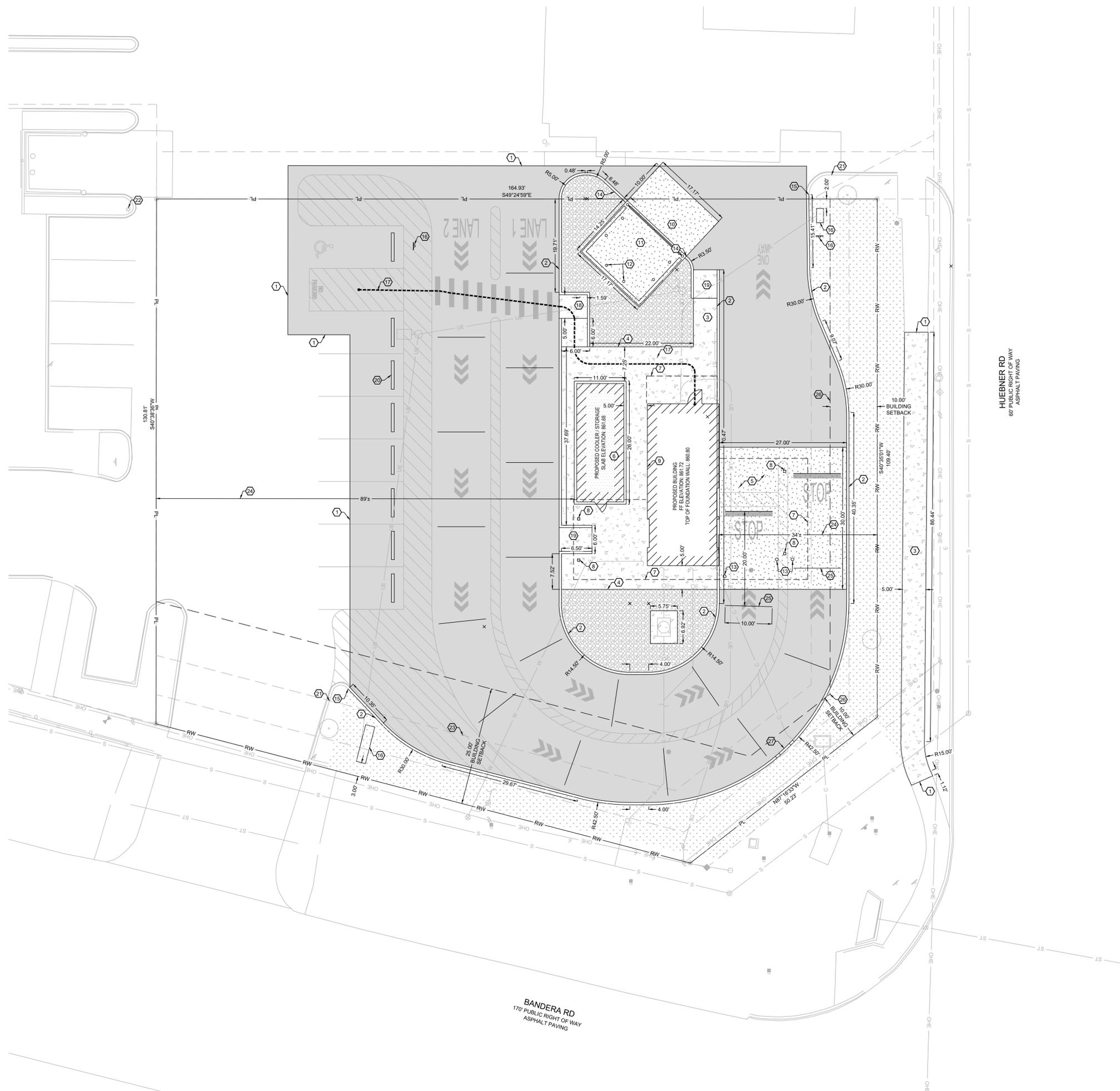
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7 BREW COFFEE  
**LEON VALLEY, TX**  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

**C2.1**  
SITE PLAN

DATE: JANUARY 29, 2026



**HATCH LEGEND:**

- = ASPHALT PAVEMENT  
PER DETAIL 2.06, SHEET C7.1.
- = CONCRETE PAVEMENT  
PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05, SHEET C7.1.
- = CONCRETE SIDEWALK  
PER SIDEWALK DETAIL 2.02, SHEET C7.1.
- = COOLER/STORAGE PAD  
PER STRUCTURAL PLANS.
- = TURF GRASS SOD.  
INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- = LANDSCAPE ROCK.  
PLACE 3" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.

**KEY NOTES:**

- 1 MATCH EXISTING PAVEMENT.
- 2 CONCRETE CURB PER DETAIL 2.01, SHEET C7.1.
- 3 SIDEWALK PER DETAIL 2.02, SHEET C7.1.
- 4 EDGE OF CONCRETE SLAB TO BE THICKENED CONCRETE PER STOOP/WALK EDGE DETAIL 2.04, SHEET C7.1.
- 5 CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05, SHEET C7.1.
- 6 REMOVE COOLER LOCATION. COOLER TO BE INSTALLED ON 4" THICK CONCRETE PAD WITH THICKENED EDGE PER STRUCTURAL PLANS.
- 7 BUILDING CANOPY OUTLINE.
- 8 CANOPY COLUMNS LOCATIONS, TYPICAL.
- 9 BUILDING FOUNDATION WALL AND FOOTING PER STRUCTURAL PLANS. REFER TO DETAIL 2.07, SHEET C7.1 FOR FOUNDATION WALL ELEVATION.
- 10 CONCRETE PAVEMENT FOR TRASH ENCLOSURE PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05, SHEET C7.1.
- 11 TRASH ENCLOSURE AND GATE, PER ARCHITECTURAL PLANS.
- 12 6" PIPE BOLLARD, TYPICAL PER DETAIL 2.09, SHEET C7.1.
- 13 3" PIPE BOLLARD, TYPICAL PER DETAIL 2.09, SHEET C7.1.
- 14 INSTALL CURB TRANSITION PER DETAIL 2.15, SHEET C7.2.
- 15 CONNECT TO EXISTING CURB.
- 16 SIGN, SEE SHEET C6.1.
- 17 ACCESSIBLE PATH FROM PARKING TO BUILDING.
- 18 TYPE 2 ADA CURB RAMP PER DETAIL 2.12, SHEET C7.2.
- 19 TYPE 4 ADA CURB RAMP PER DETAIL 2.14, SHEET C7.2.
- 20 CONCRETE WHEEL STOP PER DETAIL 2.19, SHEET C7.2.
- 21 EXISTING CURB AND GUTTER, DO NOT DISTURB.
- 22 EXISTING LIGHT POLE, TO REMAIN.
- 23 25 FOOT BUILDING SETBACK LINE.
- 24 DIMENSION FROM PROPERTY LINE TO NEAREST BUILDING STRUCTURE.
- 25 20' X 10' QUEUE SPACE.
- 26 10 FOOT BUILDING SETBACK LINE.
- 27 CONCRETE CURB CUT PER DETAIL 2.18, SHEET C7.2

**PROPOSED USE:**

RESTAURANT WITH DRIVE THRU.

**ZONING:**

ZONING: B-2

**PARKING REQUIREMENTS:**

1 SPACE PER EMPLOYEE DURING LARGEST SHIFT = 6 STALLS.  
PROVIDED = 8 STALLS, 7 STANDARD AND 1 ADA.

**QUEUEING SPACES PROVIDED:**

LANE 1 = 9 SPACES.  
LANE 2 = 11 SPACES.

**STORMWATER NOTES:**

PRE-PROJECT IMPERVIOUS AREA	= 16,105 S.F.
PRE-PROJECT PERVIOUS AREA	= 1,065 S.F.
TOTAL	= 17,170 S.F.
POST-PROJECT IMPERVIOUS AREA	= 13,348 S.F.
POST-PROJECT PERVIOUS AREA	= 3,822 S.F.
TOTAL	= 17,170 S.F.

**NOTE:**

CALCULATIONS PROVIDED FOR IMPERVIOUS SURFACE LIMITS ARE THE SAWCUT LINES TO THE EAST AND WEST, AND THE BACK OF CURB TO THE SOUTH.

**BUILDING AND LOT DATA:**

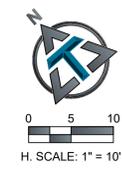
PROJECT FOOTPRINT	17,170 S.F. = 0.39 ACRES
PROPOSED BUILDING (1 STORY) -RETAIL	= 538 S.F.
REMOTE COOLER	= 343 S.F.
CONSTRUCTION TYPE: V-B	

**QUANTITIES:**

CURB	747 L.F.
ASPHALT PAVEMENT	9,317 S.F.
8" CONCRETE PAVEMENT	1,235 S.F.
4" CONCRETE SIDEWALK	1,536 S.F.
COOLER/STORAGE SLAB	343 S.F.
TURF GRASS SOD	2,649 S.F.
LANDSCAPING ROCK	943 S.F.

HUEBNER RD  
60' PUBLIC RIGHT OF WAY  
ASPHALT PAVING

BANDERA RD  
170' PUBLIC RIGHT OF WAY  
ASPHALT PAVING



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ENGINEER OF RECORD:  
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LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006  
REVISION:

7 BREW COFFEE  
LEON VALLEY, TX  
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LEON VALLEY, TX 78238

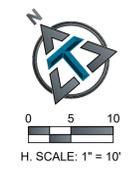
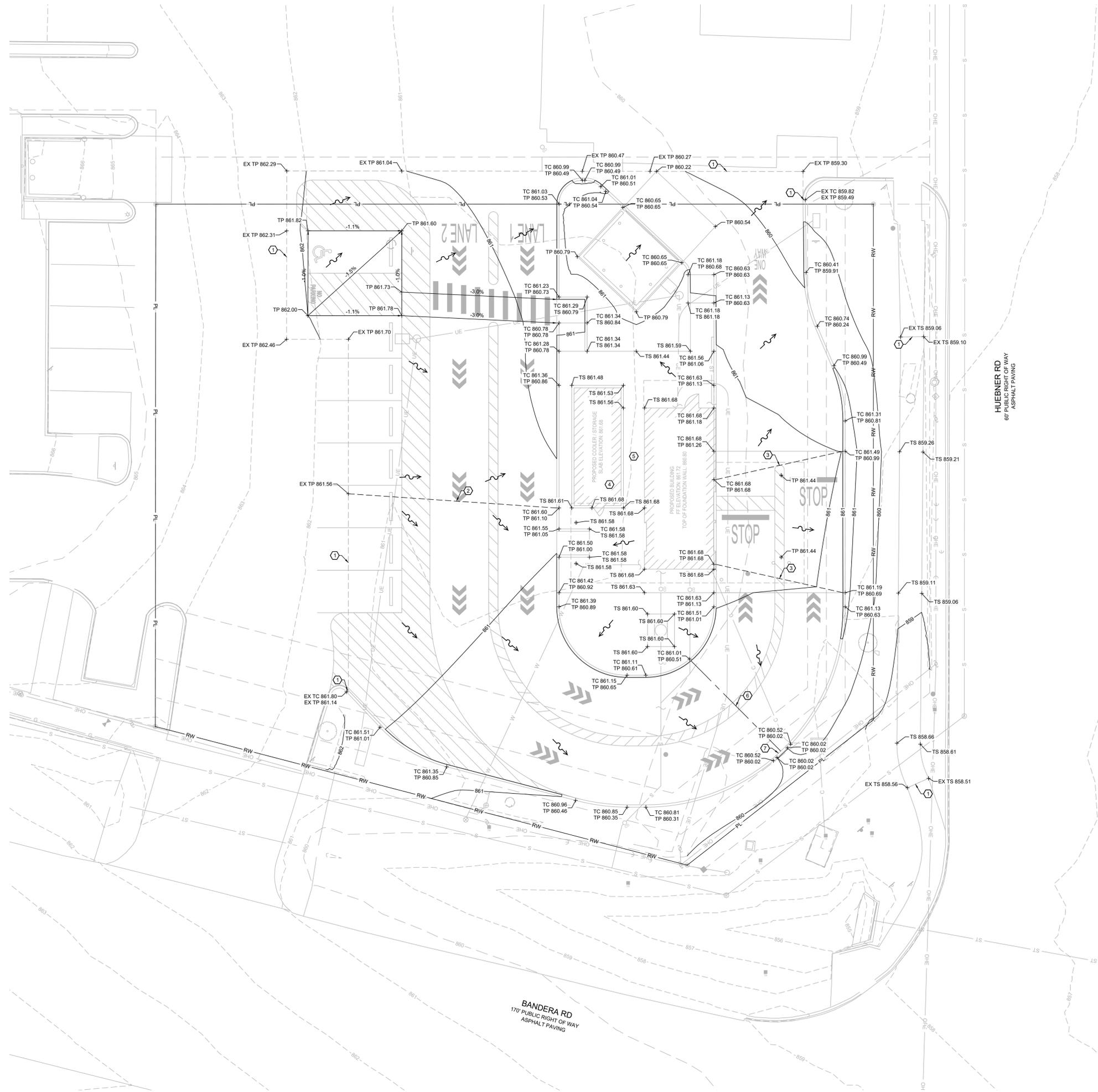
C3.1  
GRADING PLAN  
DATE: JANUARY 29, 2026

KEY NOTES:

- ① MATCH EXISTING ELEVATION.
- ② HIGH POINT IN PAVEMENT.
- ③ CENTERLINE OF GRADE BREAK IN PAVEMENT.
- ④ PROPOSED REMOTE COOLER.
- ⑤ PROVIDE POSITIVE DRAINAGE IN BETWEEN BUILDING AND REMOTE COOLER.
- ⑥ CENTER LINE OF SWALE IN PAVEMENT.
- ⑦ CONCRETE CURB CUT PER DETAIL 2.18, SHEET C7.2

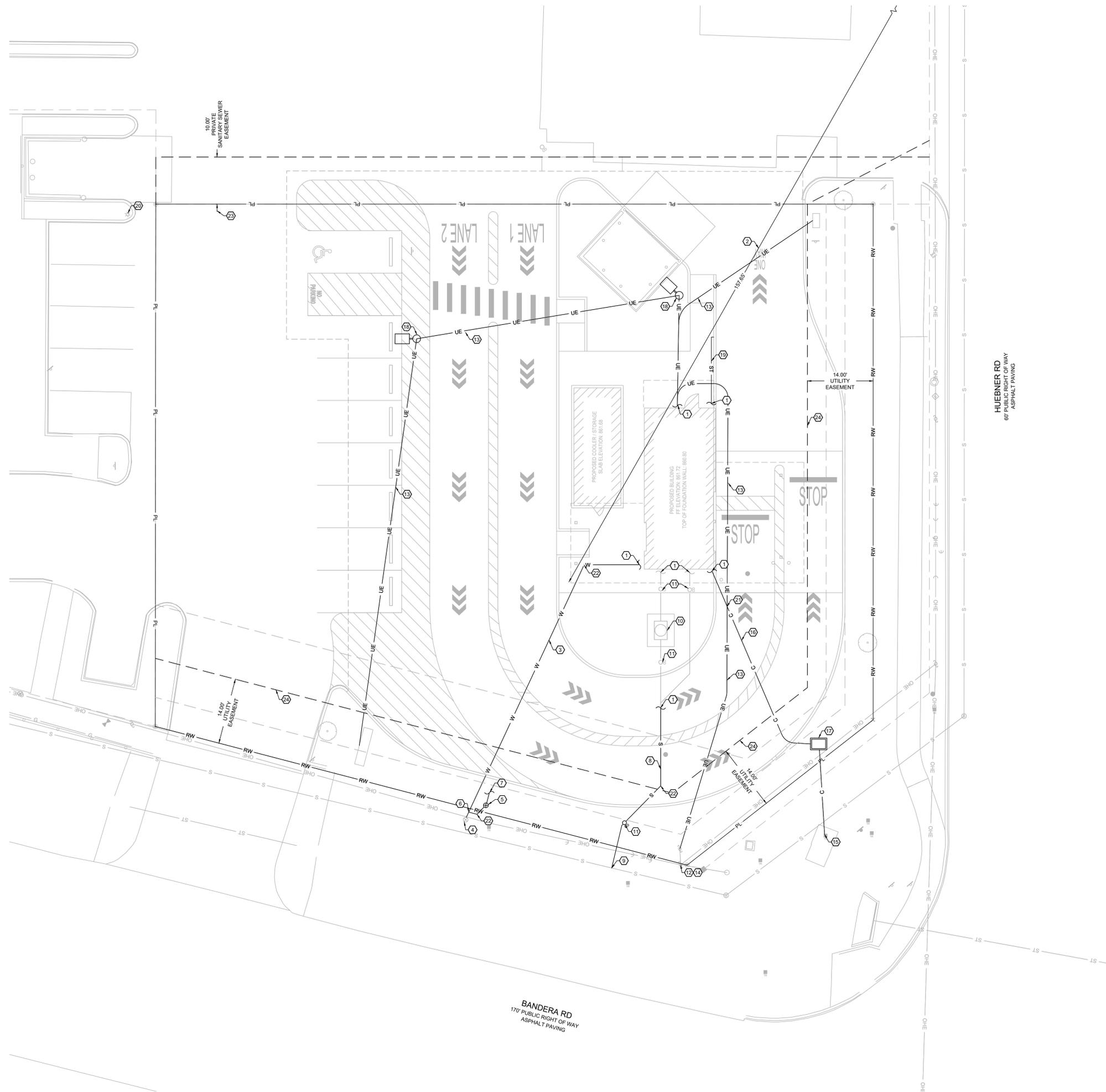
ABBREVIATIONS

- BC BACK OF CURB
- CC STANDARD CATCH CURB
- CL CENTER LINE
- CMP CORRUGATED METAL PIPE
- EP EDGE OF PAVEMENT
- FES FLARED END SECTION
- FL FLOW LINE
- GT GUTTER INVERT
- GY GUY WIRE
- HDPE HIGH DENSITY POLYETHYLENE
- INV INVERT
- LF LINEAR FEET
- MC MOUNTABLE CURB
- PVC POLYVINYL CHLORIDE PIPE
- R/W RIGHT-OF-WAY
- RCP REINFORCED CONCRETE PIPE
- SC SPILL CURB
- TB TOP OF BASE ROCK
- TC TOP OF CURB
- TG TOP OF GROUND
- TP TOP OF PAVEMENT
- TS TOP OF SIDEWALK
- TW TOP OF WALL
- EX TP EXISTING TOP OF PAVEMENT
- EX TS EXISTING TOP OF SIDEWALK
- DIRECTION OF SHEET FLOW



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KEY NOTES:

- ① CONTINUATION OF UTILITY TO BUILDING.
- ② DISTANCE TO NEAREST FIRE HYDRANT.
- ③ INSTALL 77 L.F. ± OF 1" SCH. 80 PVC WATER LINE TO BE INSTALLED BY CONTRACTOR FROM WATER METER TO BUILDING PER PIPE INSTALLATION DETAILS SHEET C7.2. THE WATER UTILITY PROVIDER IS TO INSTALL WATER LINE FROM MAIN TO METER.
- ④ EXISTING 1" WATER METER. COORDINATE CONNECTION WITH WATER UTILITY PROVIDER.
- ⑤ INSTALL NEW 1" IRRIGATION METER AND BACKFLOW PREVENTION SYSTEM AS REQUIRED BY WATER UTILITY PROVIDER. CONTRACTOR TO COORDINATE WITH WATER UTILITY PROVIDER TO DETERMINE FINAL LOCATION PRIOR TO INSTALLATION OF WATER SERVICE LINE.
- ⑥ WATER TAP FOR IRRIGATION. COORDINATE CONNECTION WITH WATER UTILITY PROVIDER.
- ⑦ LANDSCAPE IRRIGATION SUPPLY LINE. LANDSCAPE IRRIGATION SYSTEM TO BE DESIGNED/INSTALLED BY CERTIFIED IRRIGATION SYSTEM SUPPLIER.
- ⑧ INSTALL 86 L.F. ± OF 4" SCH. 40 PVC SANITARY SEWER SERVICE AT A MINIMUM SLOPE OF 1.00% PER PIPE INSTALLATION DETAIL 4.01, SHEET C7.2.
- ⑨ CONTRACTOR TO CONNECT 4" SCH. 40 PVC SANITARY SEWER SERVICE LINE TO EXISTING SEWER LINE. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF SEWER LINE TO ENSURE NO CONFLICT PRIOR TO CONSTRUCTION. COORDINATE CONNECTION WITH SEWER UTILITY PROVIDER.
- ⑩ 125 GALLON SCHIER GB-75 GREASE INTERCEPTOR WITH PEDESTRIAN OR H-20 RATED CAST IRON COVER, PER MEP PLANS.
- ⑪ SEWER LATERAL CLEAN OUT PER DETAIL 4.02, SHEET C7.2.
- ⑫ ROUTING OF PROPOSED ELECTRIC UTILITY AND POINT OF CONNECTION SHOWN IS APPROXIMATE. CONTRACTOR TO COORDINATE WITH ELECTRIC UTILITY PROVIDER TO DETERMINE FINAL LOCATION PRIOR TO INSTALLATION OF ELECTRIC SERVICE LINE.
- ⑬ BURIED ELECTRIC LINE. SEE MEP PLANS.
- ⑭ POLE MOUNTED TRANSFORMER. SEE MEP PLANS. COORDINATE WITH ELECTRIC UTILITY PROVIDER.
- ⑮ ROUTING OF PROPOSED COMMUNICATION UTILITY AND POINT OF CONNECTION SHOWN IS APPROXIMATE. CONTRACTOR TO COORDINATE WITH COMMUNICATION UTILITY PROVIDER TO DETERMINE FINAL LOCATION PRIOR TO INSTALLATION OF COMMUNICATION SERVICE LINE.
- ⑯ (2) 2" COMMUNICATIONS CONDUITS WITH PULLWIRE.
- ⑰ COMMUNICATIONS PULL BOX. SEE MEP PLANS. COORDINATE WITH COMMUNICATIONS UTILITY PROVIDER.
- ⑱ SALVAGED LIGHT POLE. SEE MEP PLANS.
- ⑲ INSTALL 15 L.F. ± OF 2.0" DIA. SCH. 40 PVC DISCHARGE LINE FROM SUMP PUMP. TERMINATE DISCHARGE LINE THROUGH FACE OF CURB.
- ⑳ EXISTING LIGHT POLE. SEE MEP PLANS FOR CONTINUATION FOR SITE LIGHTING.
- ㉑ UTILITY CROSSING. CONTRACTOR TO COORDINATE DEPTH IN FIELD.
- ㉒ INSTALL 45° BEND, TYPICAL.
- ㉓ 10 FOOT PRIVATE SANITARY SEWER EASEMENT
- ㉔ 14 FOOT UTILITY EASEMENT

EXISTING UTILITY PROVIDER CONTACT INFORMATION:

- |                |  |
|----------------|--|
| 1. WATER       | CITY OF LEON VALLEY<br>6429 EVERS RD.<br>LEON VALLEY, TX 78238<br>210-881-1232 |
| 2. ELECTRIC    | CPS ENERGY<br>754 NW LOOP 410<br>SAN ANTONIO, TX 78216<br>210-353-2222         |
| 3. SEWER       | CITY OF LEON VALLEY<br>6429 EVERS RD.<br>LEON VALLEY, TX 78238<br>210-881-1232 |
| 4. STORM WATER | CITY OF LEON VALLEY<br>6429 EVERS RD.<br>LEON VALLEY, TX 78238<br>210-881-1232 |
| 5. GAS         | LEON GAS CO<br>1310 HWY 86<br>FLYNN, TX 77855<br>936-396-3921                  |



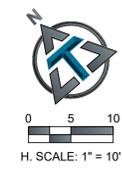
FIRM LICENSE NO. 13229



ENGINEER OF RECORD:  
 NAME: ZACHARY REID MILLS  
 LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006  
 REVISION:

7 BREW COFFEE  
 LEON VALLEY, TX  
 BANDERA ROAD & HUEBNER ROAD  
 LEON VALLEY, TX 78238



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**C4.1**  
 UTILITY PLAN

DATE: JANUARY 29, 2026



FIRM LICENSE NO. 13229

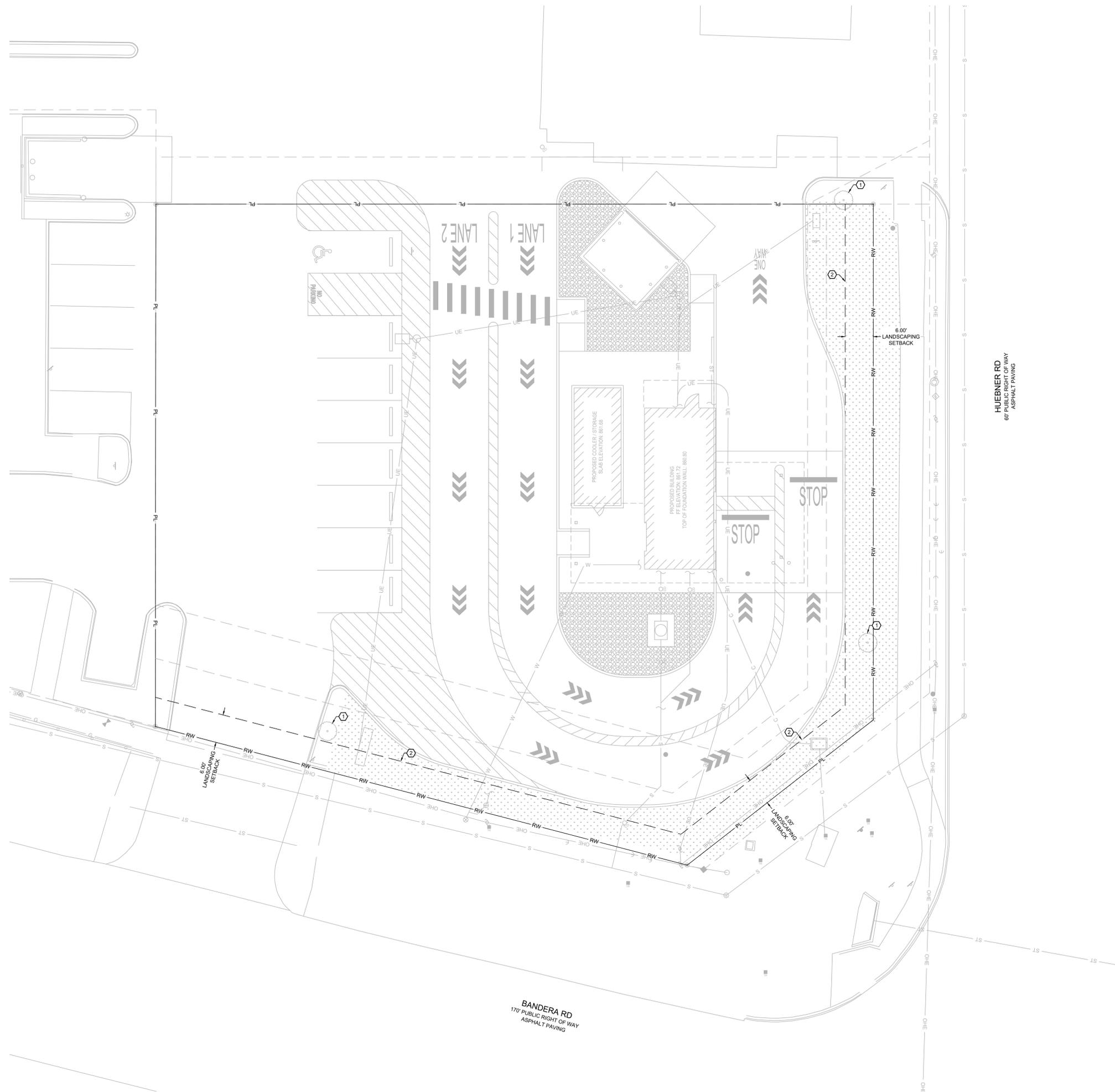


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LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006  
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7 BREW COFFEE  
LEON VALLEY, TX  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

C5.1  
LANDSCAPE PLAN  
DATE: JANUARY 29, 2026



HATCH LEGEND:

- = TURF GRASS SOD. INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- = LANDSCAPE ROCK. PLACE 3" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.

KEY NOTES:

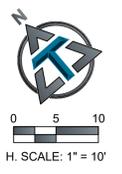
- ① EXISTING TREE.
- ② 6 FOOT LANDSCAPE SETBACK

LANDSCAPING REQUIREMENTS:

20% OF TOTAL STREET YARD USE AREA TO BE LANDSCAPED  
20% OF 9,940 S.F. = 1,988 S.F. REQUIRED  
= 3057 S.F. PROVIDED

GENERAL LANDSCAPING NOTES

- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY LINES AND OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS SO THAT PROPER PRECAUTIONS SHALL BE TAKEN NOT TO DISTURB OR DAMAGE SUCH IMPROVEMENTS. REFER TO CIVIL DRAWINGS FOR PROPOSED AND EXISTING UTILITY LOCATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINE SPECIFICATIONS ONLY AND WILL CONSTITUTE MIN. QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- THE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL TREES SHALL BE CALIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
- SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 6" ABOVE THE GRADE.
- ANY MATERIAL WHICH DIES OR DEFOOLIATES PRIOR TO ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
- CONTRACTOR IS RESPONSIBLE FOR SOIL SAMPLING AND TESTING TO DETERMINE EXACT FERTILIZER REQS.
- PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
- BACKFILL TREE AND SHRUB PITS WITH A PREPARED PLANTING MIX AS FOLLOWS U.N.O.:  
A. 2 PARTS BY VOLUME TOPSOIL.  
B. 1 PART BY VOLUME BROWN RIVER SAND.  
C. 1 PART BY VOLUME PEAT MOSS.  
D. 1 LB. COMMERCIAL FERTILIZER PER C.Y. OF MIX.
- ALL TREE PITS SHALL RECEIVE A MINIMUM OF 24" OF THE SPECIFIED PLANTING MIX.
- ALL PLANTINGS SHALL BE MULCHED WITH A 3"-4" LAYER OF SHREDDED HARDWOOD MULCH AFTER INSTALLATION OF PLANT MATERIAL.
- ALL SHRUB PLANTING MATERIAL SHALL MEASURE A MIN. OF 18" IN HEIGHT AT THE TIME OF PLANTING.
- THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPING PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE ARCHITECT PRIOR TO INSTALLATION.
- KILL AND REMOVE ALL EXISTING WEEDS FROM THE SITE AREA PRIOR TO PLANTING.
- REFER TO SITE GRADING PLAN FOR FINISH GRADES.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO: WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF ALL PLANTINGS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE ARCHITECT AND OWNER.
- CONTRACTOR WILL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE OWNER'S REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
- REFER TO SITE PLAN FOR GROUND COVERING REQUIREMENTS.
- SEEDED AREAS SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
- SOODED AREAS SHALL BE INSTALLED PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- PERMANENT SEEDING SEASON RUNS FROM MARCH 1ST TO JUNE 1ST AND SEPTEMBER 15TH TO NOVEMBER 1ST. SEEDING AND MULCHING MUST BE DONE WHENEVER WORK IS COMPLETE REGARDLESS OF THE SEASON. WHENEVER SEEDING AND MULCH IS INSTALLED OUTSIDE THE PERMANENT SEEDING SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLANTING AND MULCHING ANY AREAS WHERE GROWTH HAS NOT BECOME ESTABLISHED DURING THE NEXT PERMANENT SEASON.
- IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE LANDSCAPE IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.
- IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE IRRIGATION IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.



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BANDERA RD  
170' PUBLIC RIGHT OF WAY  
ASPHALT PAVING

HUEBNER RD  
60' PUBLIC RIGHT OF WAY  
ASPHALT PAVING



FIRM LICENSE NO. 13229

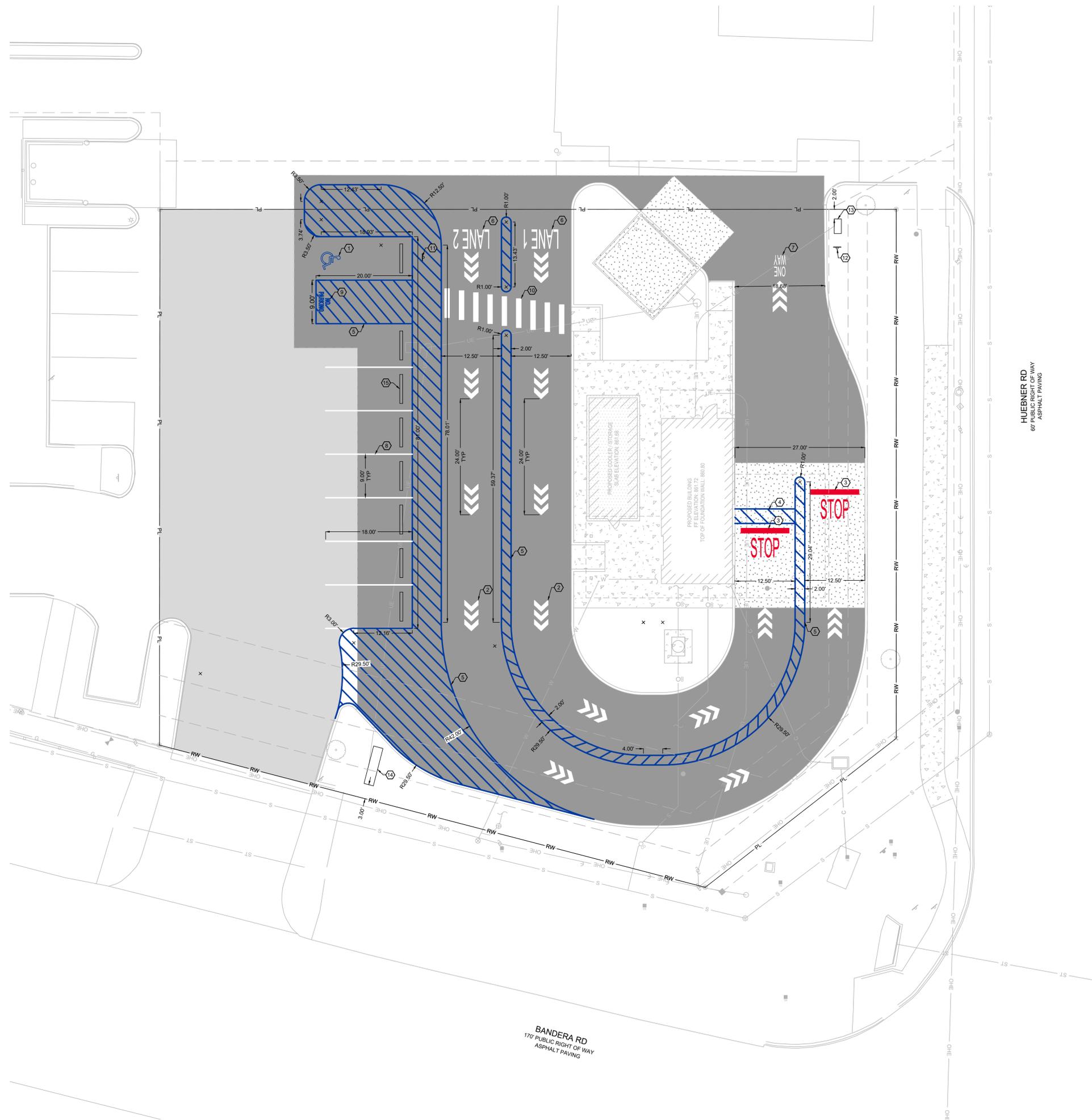


ENGINEER OF RECORD:  
NAME: ZACHARY REID MILLS  
LICENSE NO. TX# PE-158831

PROJECT NUMBER: 116.006  
REVISION:

7 BREW COFFEE  
**LEON VALLEY, TX**  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

**C6.1**  
STRIPING PLAN  
DATE: JANUARY 29, 2026

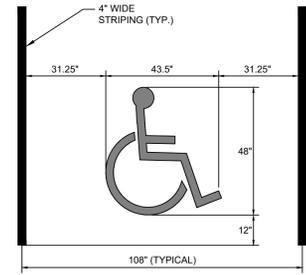


HATCH LEGEND:

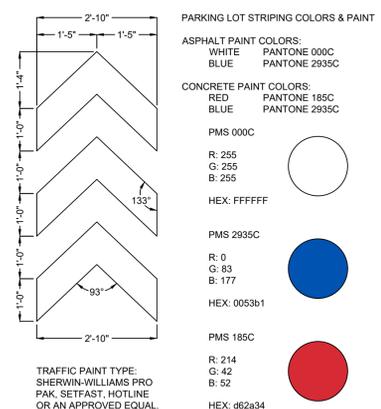
- = EXISTING PAVEMENT
- = ASPHALT PAVEMENT PER DETAIL 2.06, SHEET C7.1.
- = CONCRETE SIDEWALK PER SIDEWALK DETAIL 2.02, SHEET C7.1.
- = CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05, SHEET C7.1.
- = COOLER/STORAGE PAD PER STRUCTURAL DETAIL.

KEY NOTES:

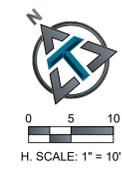
- 1 BLUE PAINTED ADA ACCESSIBLE PARKING SYMBOL PER DETAIL 6.01 THIS SHEET.
- 2 SOLID WHITE TRIPLE ARROW PAVEMENT MARKER, PER DETAIL 6.02 THIS SHEET.
- 3 12" SOLID RED STOP BAR WITH 48-INCH TALL "STOP" TEXT PAINTED IN RED.
- 4 ALIGN 4" SOLID BLUE CROSS WALK MARKER WITH SLIDING DOOR PANEL AT FRONT OPENING.
- 5 4-INCH SOLID BLUE PAVEMENT MARKER, TYPICAL. MIDLINES SPACE AT 24" O.C.
- 6 48-INCH TALL "LANE # PAINTED IN WHITE.
- 7 24-INCH TALL "ONE WAY" PAINTED IN WHITE.
- 8 4-INCH SOLID WHITE PAVEMENT MARKER FOR PARKING, TYPICAL.
- 9 "NO PARKING" PAINTED IN ACCESS AISLE, ALL CAPITAL LETTERS < 12-INCH HEIGHT LETTERS, 2-INCH STROKE.
- 10 CROSS WALK PAVEMENT MARKING, 12" WIDE BY 6' LONG SOLID WHITE PAINT SPACED EVERY 3'. ORIENT THE STRIPES IN THE DIRECTION SHOWN PARALLEL TO THE DIRECTION OF TRAFFIC.
- 11 ADA VAN ACCESSIBLE SIGN PER DETAIL 6.03, SHEET C7.1.
- 12 ONE WAY DO NOT ENTER SIGN PER DETAIL 6.04, SHEET C7.2.
- 13 DIRECTIONAL SIGN.
- 14 PYLON SIGN.
- 15 CONCRETE WHEEL STOP PER DETAIL 2.10, SHEET C7.2.



6.01 ADA ACCESSIBLE PARKING SYMBOL  
SCALE: NONE

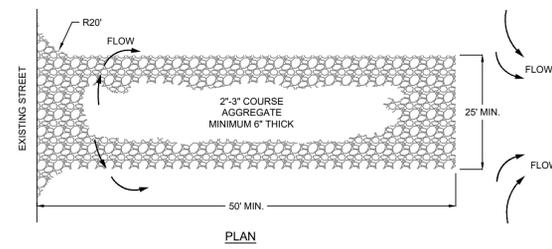


6.02 PARKING LOT STRIPING COLORS & PAINT  
SCALE: NONE



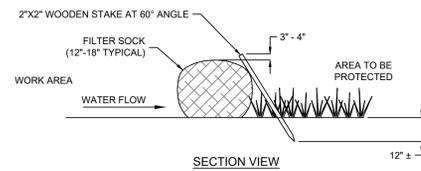
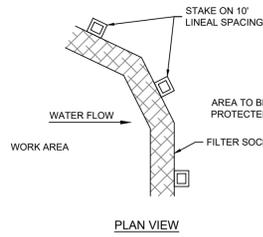
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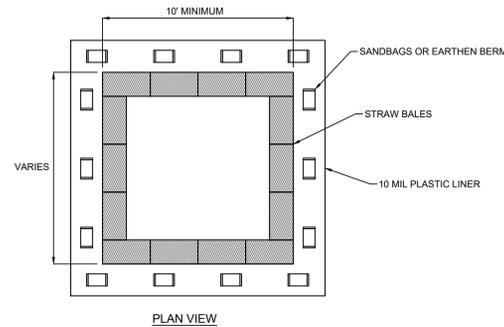
- NOTES:**
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

**1.01 TEMPORARY CONSTRUCTION ENTRANCE**  
SCALE: NONE

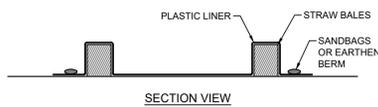


- NOTES:**
1. ALL MATERIAL TO MEET MANUFACTURER'S REQUIREMENTS.
  2. FILTER SOCK DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER ENGINEER.
  3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

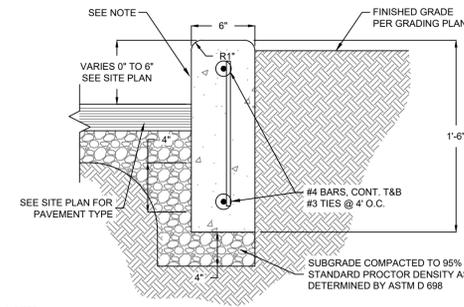
**1.02 COMPOST FILTER SOCK DETAIL**  
SCALE: NONE



- NOTES:**
1. WASHOUT CONTAINMENT SHALL BE INSTALLED FOR DURATION OF CONCRETE WORK AND RETAIN CONCRETE AND OTHER WASHOUT LIQUIDS UNTIL EVAPORATION OR REMOVAL BY PUMP.
  2. CONTAINMENT SHALL BE SIZED FOR EXPECTED WASHOUT VOLUMES.
  3. AVOID PLACING NEAR STORM DRAINS, STREAMS, SINKHOLES, OUTFALLS OR OTHER LOW AREAS WHERE WATER POUNDS OR FLOWS.
  4. OTHER APPROVED LEAK-PROOF CONTAINMENT IS ACCEPTABLE.
  5. TRAPS SHALL BE ROUTINELY MAINTAINED AT 75% CAPACITY AND REPLACED AS NECESSARY TO PERFORM.
  6. THE WASHOUT PIT SHALL BE COVERED BEFORE PREDICTED RAIN EVENTS TO PREVENT OVERFLOW.
  7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

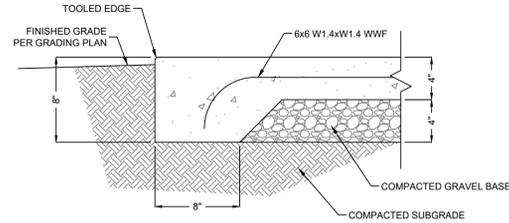


**1.03 CONCRETE WASHOUT**  
SCALE: NONE

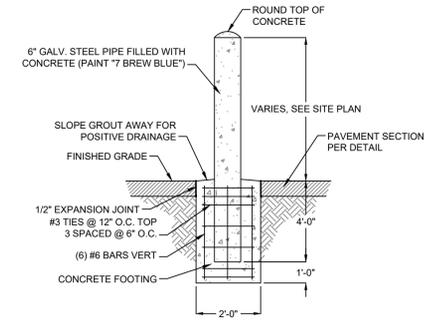


- NOTES:**
1. CURB FACE SHALL HAVE A CLEAN, SMOOTH FINISH; FREE OF BUMPS, HONEYCOMB, AND VOIDS.

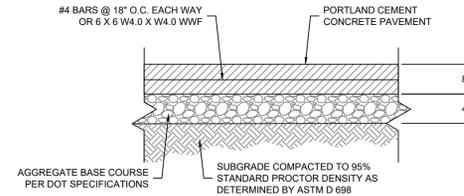
**2.01 CONCRETE CURB DETAIL**  
SCALE: NONE



**2.04 CONCRETE STOOP/WALK EDGE**  
SCALE: NONE

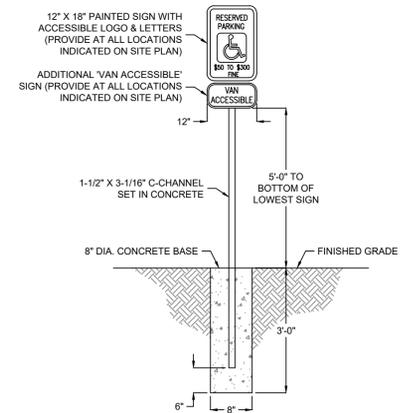


**2.09 PIPE BOLLARD**  
SCALE: NONE

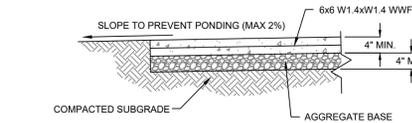


- NOTES:**
1. SEE CONCRETE PAVEMENT JOINT DETAILS AND NOTES.
  2. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND BE PLACED WITH A MAXIMUM SLUMP OF 4 INCHES PER GEOTECHNICAL ENGINEERING REPORT IF AVAILABLE.
  3. ALL MATERIALS SHALL MEET THE CURRENT DOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

**2.05 CONCRETE PAVEMENT**  
SCALE: NONE

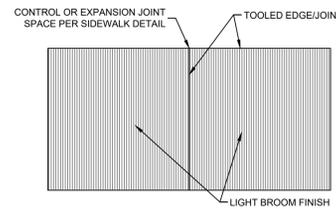


**6.03 ADA ACCESSIBLE SIGN DETAIL**  
SCALE: NONE



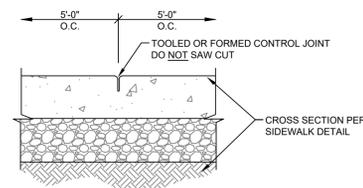
- NOTES:**
1. PROVIDE CONTROL JOINTS @ 5' O.C. MAX. OR WIDTH OF SIDEWALK. SEE JOINT DETAIL.
  2. PROVIDE EXPANSION JOINTS @ 20' O.C. MAX. & AS INDICATED ON SITE PLAN.
  3. WHERE WALK ABUTS ANOTHER WALK, CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES, PROVIDE 1/2\"/>

**SECTION**

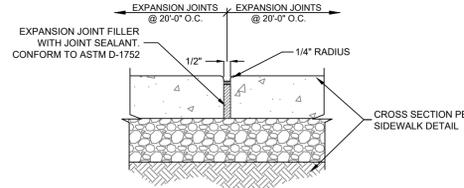


- NOTES:**
1. CONTRACTOR SHALL TOOL EDGES AND JOINTS AS SHOWN THEN LIGHTLY BROOM FINISH ENTIRE SIDEWALK SURFACE.

**FINISH PLAN**

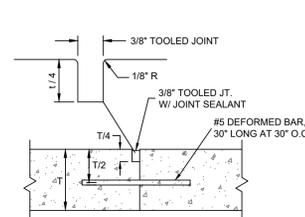


**CONTROL JOINT**

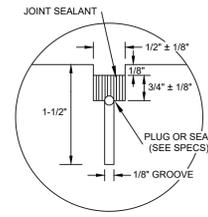


**EXPANSION JOINT**

**2.02 SIDEWALK DETAILS**  
SCALE: NONE

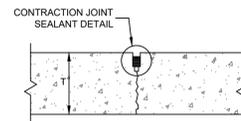


**DOWELED CONSTRUCTION JOINT**

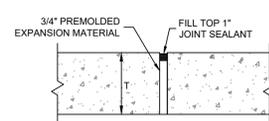


**CONTRACTION JOINT SEALANT DETAIL**

- CONCRETE JOINT NOTES:**
1. CONSTRUCTION JOINTS SHALL BE PLACED AS REQUIRED BY THE CONTRACTOR.
  2. EXPANSION JOINTS SHALL BE PLACED WHERE CONCRETE ABUTS STRUCTURES OR EXISTING PAVEMENT AND AT 45 FEET ON CENTER, EACH DIRECTION (OR AS SHOWN ON PLAN).
  3. CONTRACTION JOINTS SHALL BE PLACED AT 15 FEET MINIMUM SPACING IN EACH DIRECTIONS.



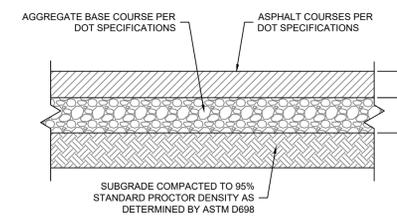
**SAWED CONSTRUCTION JOINT**



**EXPANSION JOINT**

**2.03 CONCRETE PAVEMENT JOINT DETAILS**  
SCALE: NONE

**2.06 ASPHALT PAVEMENT**  
SCALE: NONE



(Section) 101.

**SEVEN 7 BREW**  
DRIVE THRU COFFEE



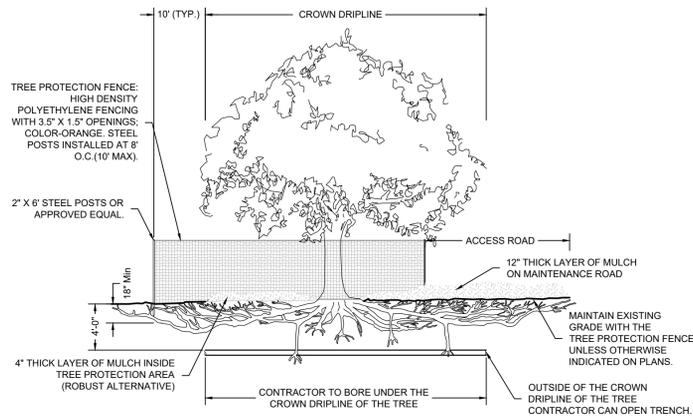
**ENGINEER OF RECORD:**  
NAME: ZACHARY REID MILLS  
LICENSE NO. TX# PE-158831

**PROJECT NUMBER:** 116.006  
**REVISION:**

**7 BREW COFFEE**  
**LEON VALLEY, TX**  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238

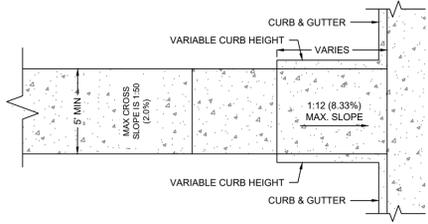
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**C7.1**  
DETAILS  
DATE: JANUARY 29, 2026

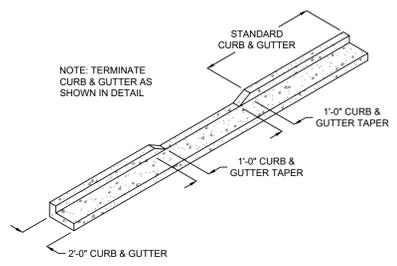


- NOTES:**
1. MAINTAIN TREE PROTECTION FENCING 10' BEYOND DRIPLINE (IN ALL DIRECTIONS).
  2. NO EQUIPMENT, MATERIALS, AND/OR DEBRIS SHALL BE STORED WITHIN THE TREE PROTECTION FENCING. THIS INCLUDES DURING FENCE INSTALLATION AND REMOVAL.
  3. NO PRUNING SHALL BE PERFORMED EXCEPT BY OR IN THE PRESENCE OF AND APPROVED ARBORIST.
  4. IF PROTECTION REQUIRES AN ACCESS ROAD WITHIN THE DRIPLINE OF A TREE, PROVIDE A MINIMUM 12" OF MULCH FOR THE ACCESS ROAD.
  5. IF CONSTRUCTION ACTIVITIES REQUIRE WORK TO CROSS THE DRIPLINE, BORE MINIMUM 4' BELOW GROUND SURFACE THE DISTANCE OF THE DRIPLINE. IF BORING 4' CANNOT BE ACHIEVED CONTACT ARBORIST IMMEDIATELY TO MONITOR WORK.
- ROOT PRUNING NOTES:**
1. ROOT PRUNING SHOULD BE COORDINATED WITH THE TREE PROTECTION FENCING. IN SOME CASES, THAT FENCE LINE IS ON THE ROOT CUT. AND PROVISIONS FOR ROOT PRUNING MAY NEED TO BE ACCOMMODATED BEFORE FENCE IS ERECTED.
  2. CAREFULLY EXPOSE ROOTS WITHIN THE LIMITS OF CONSTRUCTION AND MARK FOR PRUNING. PROPOSED ROOT CUTS SHALL BE REVIEWED BY AND ARBORIST PRIOR TO TRENCHING, EXCAVATING, OR CUTTING TO DETERMINE THE IMPACT ON ANY STRUCTURAL CRITICAL ROOTS AND THE CLOSEST POINT TO THE TREES THAT SOIL MAY BE DISTURBED.
  3. ROOT PRUNING CAN BE ACCOMPLISHED WITH CIRCULAR SAWS OF VARYING TYPES AND/OR A ROTARY-TYPE STUMP GRINDER TO A DEPTH OF 18" OR TO THE MAXIMUM DEPTH OF THE REQUIRED GRADING CUT, WHICHEVER IS LESS. SAW BLADE AND GRINDER TEETH SHOULD BE SHARPENED PRIOR TO USE. TRENCHING MACHINES ARE NOT ALLOWED IN ROOT PRUNING OPERATIONS.
  4. ROOTS OVER 1-INCH IN DIAMETER MUST BE CLEANLY AND SHARPLY CUT WITH HAND SAW.
  5. PRUNING CUTS SHOULD BE FLUSH WITH THE SIDE OF THE TRENCH CLOSEST TO THE TREE. AN ARBORIST SHOULD REVIEW AND ROOTS OVER 2-INCHES IN DIAMETER ENCOUNTERED DURING EXCAVATION AND/OR CONSTRUCTION ACTIVITIES TO DETERMINE STRUCTURAL STABILITY OF THE TREE.

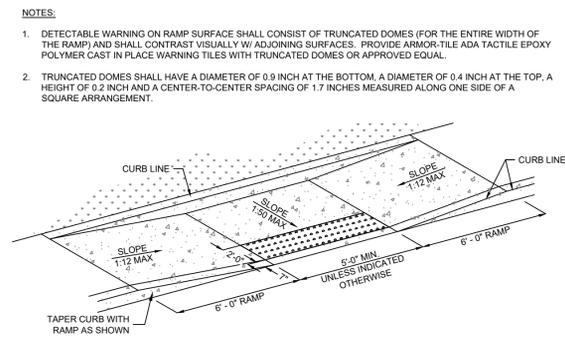
**1.06 TREE PROTECTION FENCING**  
SCALE: NONE



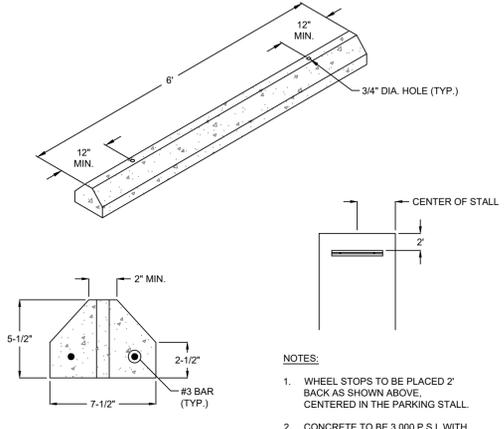
**2.14 TYPE 4 CURB RAMP DETAIL**  
SCALE: NONE



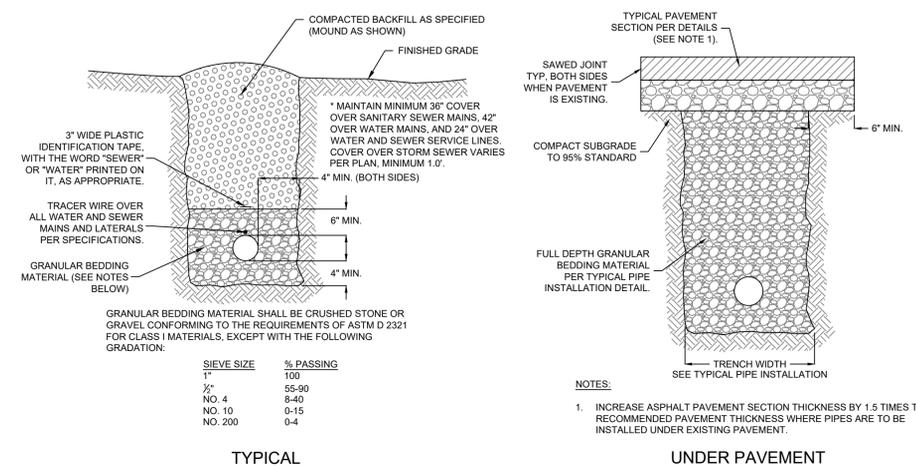
**2.18 CONCRETE CURB CUT DETAIL**  
SCALE: NONE



**2.12 TYPE 2 CURB RAMP DETAIL**  
SCALE: NONE



**2.19 CONCRETE WHEEL STOP DETAIL**  
SCALE: NONE

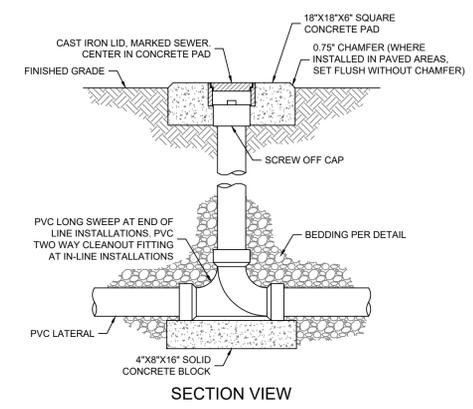


SIEVE SIZE	% PASSING
1"	100
3/4"	55-90
NO. 4	8-40
NO. 10	0-15
NO. 200	0-4

TYPICAL

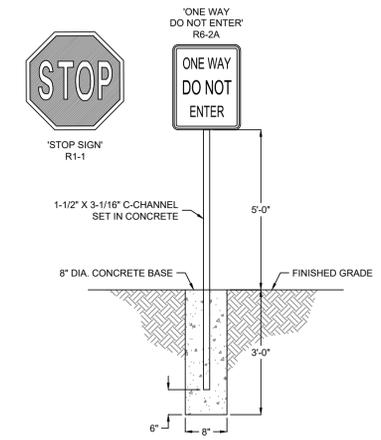
UNDER PAVEMENT

**4.01 PIPE INSTALLATION**  
SCALE: NONE



- NOTES:**
1. SIZE AND MATERIAL OF FITTINGS AND PIPE TO MATCH THAT OF LATERAL.
  2. INSTALL CLEANOUTS AT ALL BENDS AND AT MAXIMUM 50' SPACING.

**4.02 SANITARY SEWER CLEANOUT DETAIL**  
SCALE: NONE



**6.04 TYPICAL SIGN POST DETAIL**  
SCALE: NONE



FIRM LICENSE NO. 13229



**ENGINEER OF RECORD:**  
NAME: ZACHARY REID MILLS  
LICENSE NO. TX# PE-158831

**PROJECT NUMBER:** 116.006  
**REVISION:**

7 BREW COFFEE  
**LEON VALLEY, TX**  
BANDERA ROAD & HUEBNER ROAD  
LEON VALLEY, TX 78238



**C7.2**  
DETAILS

DATE: JANUARY 29, 2026

{Section}.101.



### Letter of Authorization

Date: January 28, 2026

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

This letter authorizes: Riley Enright - Zeal Development  
Applicant First and Last Name

To submit an application for:  Rezoning  Specific Use Permit  Platting

At: Lot(s) 10 Block 1 CB 4446 Subdivision Clear Creek Village Subdivision

Address (if assigned): \_\_\_\_\_  
CIG PROPERTIES, L.P.

I/we, Luis Lidsky, the owner(s) of the aforementioned property, authorize the submitted request to be reviewed, presented to the Planning and Zoning Commission and City Council,

**PROVIDED HOWEVER THAT NO FINAL APPROVAL BINDING ON OWNER SHALL SECURED WITHOUT THE FURTHER EXPRESS WRITTEN APPROVAL OF OWNER.**

Sincerely,

CIG PROPERTIES, L.P.  
By: CIG Management, LLC  
Its General Partner

By: [Signature]  
Name: Luis Lidsky  
Title: Manager

P. O. Box 684649  
Austin, TX 78768-4649  
\_\_\_\_\_  
City, State, Zip Code

DocuSigned by:  
Luis Lidsky  
88C89EE18D594E4  
\_\_\_\_\_  
Property Owner's Signature

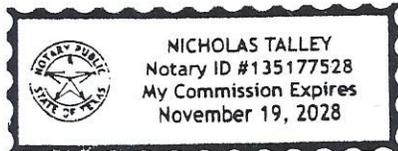
Luis Lidsky  
\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

STATE OF TEXAS            X  
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day Nicholas Talley personally appeared and is known to me to be the person whose signature is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND and SEAL OF OFFICE this the 19th day of February, A.D. 2026.



[Signature]  
\_\_\_\_\_  
Notary Public, Bexar County, Texas

My Commission Expires: 11/19/2028

**01/29/2026**

**RE: 7 Brew – Bandera Road & Huebner Road, Leon Valley, TX**

Please accept this letter as documentation of a development design statement for the proposed 7 brew located northwest of the intersection of Bandera Road & Huebner Road in Leon Valley, TX.

7 Brew is a drive through only, beverage only coffee shop that serves coffees, energy drinks, and smoothies. Orders are taken by employees using iPads while cars are queued in the two drive-thru lanes. Customers then pull under the canopy where the drink is hand delivered to their car. The proposed 7 Brew can accommodate 20 vehicles stacked in line. Listed below are the staff review criteria and an explanation as to how each criteria will be met.

#### **Master Plan**

The plans have been prepared in accordance with the City's master plan. This property is denoted as retail on the future land use map and is currently zoned B-2, which is appropriate for the proposed drive-through use. This use is allowed by right in B-2.

#### **Utilities**

Water and Sewer are both provided by the City of Leon Valley. There is an existing 8" sanitary sewer and 8" water main that parallel Bandera Road on the north side of the road. A new sewer tap on this main is proposed to serve the development. There is an existing 1" water meter that will be reused for this development. A new 1" irrigation meter will be extended from this service line. It is anticipated that public water and sewer will both be available for this development. Gas is not required for this development.

#### **Master Plan – Thoroughfare (Street Extension)**

It is not anticipated that this project will be required to dedicate right of way or provide improvements to public infrastructure as the development is being proposed on an existing, previously developed lot.

#### **Access points**

This project proposes to use the existing entrances for the shopping center onto Bandera Road and Huebner Road. No additional access points are proposed with this development and no modifications to the existing entrances are anticipated.

#### **Screening**

This project is adjacent to B-2 zoning on all sides. No additional screening is being proposed.

#### **Existing Natural Features**

There are four existing trees in the landscaped islands for the existing parking lot. Three of these trees are

anticipated to be preserved. One tree is proposed to be removed as it is growing under and into an existing power line. The existing trees will be protected with fencing during construction.

**Site Separation**

The proposed development is compliant with the required building and landscaping setbacks for the B-2 zoning district. Compliance is demonstrated on the site plan. A lit canopy is provided for employee safety while taking orders and delivering drinks to vehicles. Site lighting has been provided so the site can be navigated by both vehicle and pedestrian traffic.

**Pedestrian Safety**

There is an existing sidewalk along Bandera and Huebner Road. A portion of this sidewalk along Huebner is in poor condition and is proposed to be reconstructed as part of this project. Pedestrian access from the parking spaces to the building has been provided. A crosswalk has been provided for safety where pedestrians will cross the drive through lanes.

Attached to this letter is the completed and signed detailed site plan requirements checklist. If you have any additional comments or questions, please don't hesitate to call me at 417-888.0645.

Respectfully,



Zachary Mills, PE  
Civil Project Manager  
Toth and Associates, Inc.

## DEVELOPMENT DESIGN STATEMENT (pg. 1 of 3)

### Instructions:

The Development Design Statement is a **typed document** which states the nature of the proposed use and the means by which review criteria will be satisfied. Please carefully read the staff review criteria and site plan requirements checklist below to ensure that everything is sufficiently addressed in the Statement. **Please sign and date the Development Design Statement Submission page and attach to your Development Design Statement.**

### Staff Review Criteria:

- Submittal conforms to the City's Master Plan.
- Service available by City's water/wastewater **or** S.A.W.S.
- Service available by other public utilities (CPS, Paragon, S.W. Bell).
- Demonstrates compliance with the Master Plan's Thoroughfare section regarding street extension.
- Minimizes number of access points onto adjacent, internal collector streets or major thoroughfares.
- Minimizes number of driveways onto internal public streets - driveways placed to mitigate potential traffic hazards and/or conflicts with nearby, lower-intensity land uses.
- Establishes effective screening as required. (City Code, Chapter 14, Section 14.305 requires a 6-foot vision proof fence or wall at the property line when a business district adjoins a residential area.)
- Demonstrates a guarded effort to preserve the natural features of the development site (i.e. land forms, trees, shrubs).
- Demonstrates buildings and activities will be located in such a manner to ensure adequate penetration of light, air and setback from vehicular circulation systems.
- Includes a definable system for accommodating internal, non-motorized travel.

### Detailed Site Plan Requirements Checklist:

*General – (may not apply to all requests)*

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> one scaled drawing (typical architectural floor plans &amp; elevations)</li> <li><input checked="" type="checkbox"/> boundary lines (angles, dimensions and reference to block corner/intersection), noting area and width</li> <li><input checked="" type="checkbox"/> lot(s), block(s), and subdivision(s) noted</li> <li><input checked="" type="checkbox"/> vicinity map w/ north point and graphic scale</li> <li><input checked="" type="checkbox"/> name, address, phone number of current property owner, applicant, and plan preparer</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> date of drawing with a place for revision dates</li> <li><input checked="" type="checkbox"/> electronic set of plans, numbered, if required</li> <li><input checked="" type="checkbox"/> title in lower right hand corner of drawing:<br/>           DEVELOPMENT PLAN FOR _____ FOR _____<br/>           (name or description of use)<br/>           (annotate <b>acreage</b>, and number of lots/units)<br/>           (general location of property)</li> </ul> |
|--|--|

**Site Plan Requirements Cont. (2 of 3)**

**Existing Site Features**

*(lighter line weight or dotted-data, to include zoning for subject property and property within 200 feet of the request)*

- ☒ topography; 2' contours (min.), if required
- ☒ property lines
- ☒ floodplain notes, if applicable
- ☒ label adjacent properties, their use and zoning
- ☒ street r-o-w and curb lines and widths
- ☒ street names and medians (traffic analysis may be required)
- ☒ all means of ingress/egress, to include private/public
- ☒ driveways/sidewalks (also for adjacent uses and across street)
- ☒ easements such as power line, pipeline, access, drainage, etc. and/or existing public/private utilities
- ☒ existing structures and their use, fences, screening, etc.- include shape, size, color, sq. footage, masonry, roofing and exact location (front/rear/side setbacks), facade material
- ☒ parking and loading bays with dimensions
- ☒ landscaping, large trees and tree groupings (min 6")
- ☒ fire hydrant(s), fire lane layout, site lighting, free-standing sign(s), trash receptacle(s) and other information as required

**Proposed Development**

**Buffering:**

- ☒ location of screening fences or walls
- ☒ data on height and type of materials used for screening

**Circulation:**

- ☒ street r-o-w lines and street r-o-w widths
- ☒ street curb lines and paving widths
- ☒ street names and street medians
- ☒ all means of ingress/egress, to include private/public
- ☒ easements such as power line, pipeline, access, drainage, etc. and/or existing public/private utilities
- ☒ structures/buildings and their uses, fences, screening, sidewalk, etc. to include shapes & sizes

**Landscaping:**

- ☒ percentage of landscaping provided and plan attached
- ☒ exempt per LVCC, Ch.30, Section 30.405i(5)

**Off-street parking & fire lanes:**

- ☒ parking and fire lane layout, fire hydrants

- ☒ location and dimension of driveways
- ☒ parking calculation table including number of spaces required and number (loading bays, if applicable)
- ☒ dimensions of parking space, maneuvering aisle, fire lanes
- ☒ location of parking lot landscaping and nature of proposed landscaping
- ☒ exempt per LVCC, Ch.30, Section 30.404c(1)

**Signs:**

- ☒ location, type and size of free-standing signs proposed

**Site lighting plan:**

- ☒ location of site lighting (indicate type and height proposed)

**Trash receptacles:**

- ☒ location of trash receptacles
- ☒ data on height, and type of materials used for screening

**Utilities:**

- ☒ size and location of all public and private utilities

**Site Plan Requirements Cont. (3 of 3)**

*Proposed Development Cont.*

**Site data, notes indicating:**

- land uses proposed (detailed description of use)
- site area
- number of lots
- number of dwelling units
- floor area
- adequate vision clearance

- minimum front, side, and rear setback
- maximum height of buildings
- minimum lot area and width
- exterior facade material
- traffic impact analysis, if required

**Miscellaneous:**

- grading, drainage and detention plan –  
If City Engineer believes that drainage is likely to be a major concern, applicant shall submit drainage plans prepared by a registered professional engineer.

**DEVELOPMENT DESIGN STATEMENT SUBMISSION**

I have read and understand the staff review criteria and detailed site plan requirements checklist for the Specific Use Permit application. Enclosed is a typed Development Design Statement, which meets the staff review criteria and detailed site plan requirements checklist to the best of my knowledge.

  
\_\_\_\_\_  
Signature

1/29/2026  
Date

Name of Applicant: Zach Mills

Mailing Address: 1550 East Republic Road, Springfield, MO 65804

Phone No.: Cell: (417)689.6688 Work: (417)888.0645

Email Address: zmills@tothassociates.com

NOTE: Incomplete or insufficient applications will be returned to the applicant.

*For Office Use Only*  
Reviewed by Planning & Zoning Director  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**MAILING LIST OF PROPERTY OWNERS TO BE NOTIFIED**

**Instructions:**

City of Leon Valley - Traffic Impact Analysis (TIA) Threshold Worksheet

Office Use Only:

CASE #

\*\*Use this Form as an aid to determine if your project requires a Traffic Impact Analysis, as per city code, Sect. 15.02.551

Project Name: 7 Brew Coffee Development - Leon Valley, TX (Bandera)

Location: Leon Valley, Texas (Bandera Rd & Huebner Rd)

Applicant: Toth & Associates Owner:

Agent/Applicant Toth & Associates \*\* Submit Letter of Authorization\*\*

Type of Development Request: (circle one)

ZONING

SPECIFIC USE PERMIT

PLAT

CERTIFICATE OF OCCUPANCY

SECTION A (Initial Traffic Impact Analysis) RESIDENTIAL DEVELOPMENT

[Redacted Section A header]

ANTICIPATED LAND USE	NUMBER OF UNITS	OTHER — SPECIFY

PEAK HOUR?? (i.e, 5-6 p.m. Weekday)	PEAK HOUR TRIPS	TRIP RATE SOURCE *ITE CODE:

\*\*A TRAFFIC IMPACT ANALYSIS IS REQUIRED IF PEAK HOUR TRIPS EXCEED 100.\*\* (Refer to Section 15.02.551, 2007 Zoning Code for Details)

SECTION B (Initial Traffic Impact Analysis) NON-RESIDENTIAL DEVELOPMENT

[Redacted Section B header]

ANTICIPATED LAND USE	PROJECT SIZE		OTHER — SPECIFY
	ACRES	GROSS FLOOR AREA	
B-2	.44	510 SF	

PEAK HOUR?? (i.e, 5-6 p.m. Weekday)	PEAK HOUR TRIPS	TRIP RATE SOURCE *ITE CODE:
Weekday, AM	100	938

\*\*A TRAFFIC IMPACT ANALYSIS IS REQUIRED IF PEAK HOUR TRIPS EXCEED 100.\*\* (Refer to Section 15.02.551, 2007 Zoning Code for Details)

\*\*NOTE\*\* FILL OUT PORTION D & E OF THIS FORM, ONLY IF TIA PEAK HOUR TRIPS EXCEED 100

SECTION C (To Be Completed By Staff ONLY)

[Redacted Section C header]

REVIEWED BY:

TRAFFIC IMPACT ANALYSIS REQUIRED: (Circle One) YES NO

LEVEL REQUIRED: (Circle One of the Following) 1 2 3

\*ITE=Institute of transportation Engineers, Trip Generation, 8th edition. 525 School Street, S.W., Suite 410, Washington DC 20024-2729; (202) 554-8050

Signature of Applicant: [Signature] Date of Submittal: 02-02-2026

**SECTION D** (Initial Traffic Analysis on File with Development Department? If **YES**, complete Section D to determine if new activity/use requires an updated TIA.)

{Section}.101.


PEAK HOUR TRIPS PROJECTED IN INITIAL TIA	PEAK HOUR TRIPS IN UPDATED DEVELOPMENT PROJECT	INCREASE IN PEAK HOUR TRIPS
---	---	-----------------------------

**\*\*NOTE\*\***An **ADDITIONAL** Traffic Impact Analysis **IF** Peak Hour Trips **EXCEED 100**.  
(Refer to Section 15.02.551, 2007 Zoning Code for details.)

**SECTION E** (Information Regarding the Person/Agency, who prepared the TIA)

PREPARED BY: Zach Mills

ADDRESS: 1550 E Republic Road CITY: Springfield STATE: MO ZIP: 65804

PHONE NUMBER: 417.888.0645 FAX NUMBER: 417.888.0657

**COMMENTS:**

           A TRAFFIC IMPACT ANALYSIS IS **REQUIRED**.  
REFER TO 1998 ZONING CODE, SECTION 14.02.551, 1998 ZONING CODE FOR REQUIREMENTS.

  X   A TRAFFIC IMPACT ANALYSIS IS **NOT REQUIRED**.  
THE TRAFFIC GENERATED BY THE PURPOSED DEVELOPMENT **DOES NOT EXCEED** THE  
THRESHOLD REQUIREMENTS.

THE TRAFFIC IMPACT ANALYSIS HAS BEEN WAIVED FOR THE FOLLOWING REASON(S):

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\*ITE=Institute of transportation Engineers, Trip Generation, 8<sup>th</sup> edition. 525 School Street, S.W., Suite 410, Washington DC 20024-2729; (202) 554-8050

PZ-2026-1  
Specific Use Permit Request  
Drive –Thru Coffee Shop  
7019 Huebner Road

Michael Gallardo  
Planning and Zoning Director  
City Council Meeting  
March 3, 2026

# Summary

- Question
  - City Council is being asked to consider a Specific Use Permit Request to allow a Drive –thru Coffee Shop in a B-2 Retail Zoning District on approximately .044-acres of land, located at the corner E Bandera Road and Huebner Road
- Options
  - 1. Approval
  - 2. Denial
  - 3. Other
- Declaration
  - The SUP is compatible with surrounding zoning

# Purpose

- Property is zoned B-2 Commercial District
- Applicant wants to construct a 510 square foot Drive-thru Coffee Shop
- The property was replatted in 2003 with the following conditions:
  - Lots 8, 9, and 10 have common access to Bandera and Huebner Roads
  - Lots 8, 9, and 10 share onsite parking
  - Lots 8, 9, and 10 allow site drainage across the lots

# Purpose

## ***Sec. 15.02.662 - Exceptions***

*(a) Where the proposed new construction of freestanding buildings, multi-tenant office buildings, shopping centers, trade centers, office/warehouses or industrial parks abuts any residential zoning district, a specific use permit must be obtained prior to the issuance of a building permit.*

# Location Map

{Section}.101.



# Aerial View

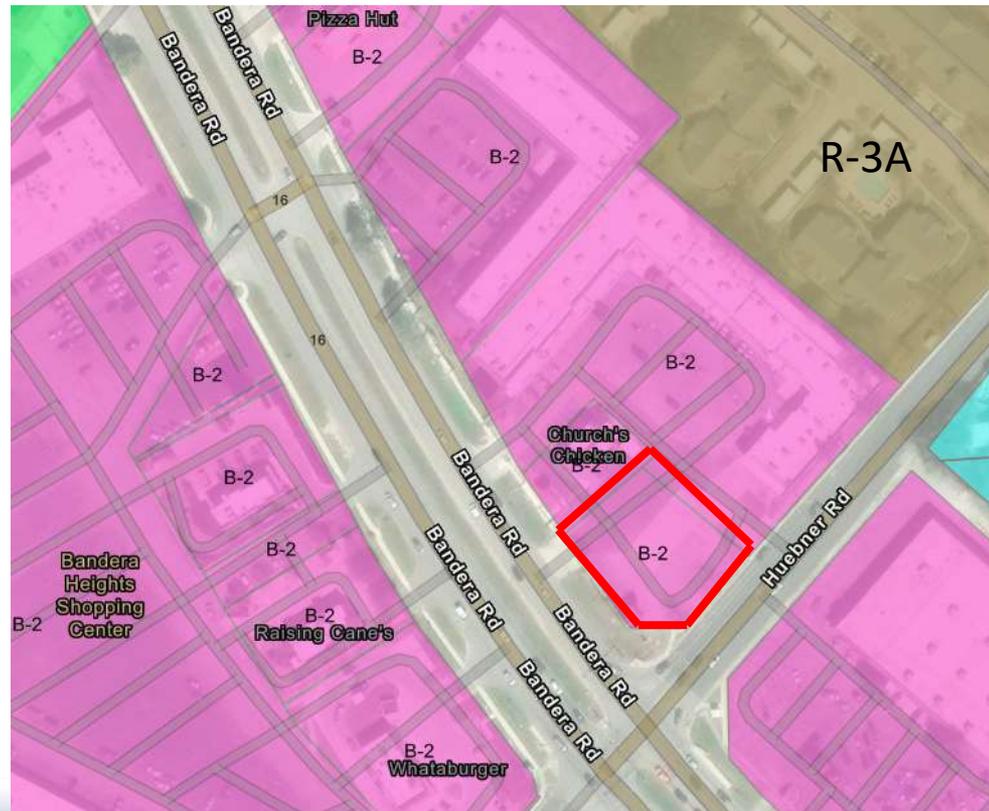
{Section}.101.



# Surrounding Zoning

{Section}.101.

- North: B-2 Retail District
- West: B-2 Retail District
- East: R-3A Multi-Family Retirement District
- South: B-2 Retail District



# Master Plan

- The Master Plan, Bandera Road North Corridor encourages promoting primarily retail uses
- Request is compatible with the City's Master Plan, as long as the applicant maintains the minimum setbacks and separation requirements from adjacent residential uses

# Staff Comments

- Proposed structure must comply with all code requirements (Sec. 15.02.381) including setback, fencing, signage and lighting regulations
- Building permit required prior to construction

# Notification

- Letters mailed to property owners within 200' 6
- Letters received in favor 0
- Letters received in opposition 0
- Letters returned undeliverable 0

# Fiscal Impact

- The applicant has paid all fees associated with the processing of this Specific Use Permit request
- The development will increase ad valorem property taxes

# Recommendation

- Staff has no objection to the issuance of a Specific Use Permit to allow construction & operation of a Drive-thru Coffee Shop at the intersection of Bandera Road and Huebner Road

**MAYOR AND CITY COUNCIL COMMUNICATION**

**DATE:** March 3, 2026

**TO:** Mayor and City Council

**FROM:** Michael Gallardo, Planning and Zoning Director

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

**SUBJECT:** Presentation, Discussion and Possible Action on the Approval of Extending the Contractual Services with My Government Online (MGO) - M. Gallardo, Planning and Zoning Director

**PURPOSE & BACKGROUND**

The purpose of this item is to consider a request to approve an extension of an existing contract between the City of Leon Valley and My Government Online (MGO), our current permitting software for an additional (3) years. My Government Online (MGO) was originally contracted by the City of Leon Valley on April 12, 2019. Since implementation, the cost has remained the same and the Planning and Zoning Department has been able to adjust software settings to meet department needs.

**STAFF COMMENTS**

The permitting software stems from the (SCPDC) South Central Planning and Development Commission which specializes in serving municipalities like the City of Leon Valley. As a result, the Commission has been able to minimize software subscription costs and align its services with the needs local municipalities.

**FISCAL IMPACT**

The city has allocated \$15,000 for the current fiscal year. The anticipated cost for utilizing My Government Online (MGO) for this fiscal year is \$6,600.

**RECOMMENDATION**

Staff recommends approval of the request.

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

APPROVED WITH THE FOLLOWING AMENDMENTS :

\_\_\_\_\_

---

**ATTEST :**

---

**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**INTERLOCAL CONTRACT  
FOR LICENSING SCPDC SOFTWARE**

**1. PARTIES AND PURPOSE**

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Leon Valley, Texas ("Licensee") is a Texas municipal corporation.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

**2. DEFINITIONS**

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as

"confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now Version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

### 3. LICENSE, DELIVERABLES AND COPIES

#### 3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of

a unique username (for instance john.doe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property of Licensee, payroll of Licensee, excise or other taxes accrued to Licensee, fees, or duties owed directly by Licensee arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income and any other taxes, fees or duties owed directly by SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason, unless expressly agreed to in writing by both parties.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and unless cured within

thirty (30) days after written notice of such default, SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

## 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee within ten (10) days of the notice of termination by SCPDC. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation, save and except for any derivative works of the SCPDC Software prepared by or on behalf of Licensee based on suggestions or requests by Licensee, as described in 3.1(b)(i) above;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," and shall be expressed in writing, without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH

RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 .Intentionally deleted.

## 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or

permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## 9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

(a) Licensee. (i) Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1<sup>st</sup> of the following month or (ii) If the governing body of the City does not appropriate funds sufficient to continue this Agreement, as determined by the City's budget for the fiscal year in question without any penalty or cost for removal of the Software.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of

Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and District Commission

Address: 5058 West Main St.  
Houma, LA 70360

To: City of Leon Valley, Texas  
Attn: City Manager

Address: 6400 El Verde Road  
Leon Valley, Texas 78238

Copy To: City of Leon Valley, Texas  
Attn: City Attorney

Address: 6400 El Verde Road  
Leon Valley, Texas 78238

## 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not unreasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation by a mutually agreed upon mediator.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

12.13 STATE LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**[ SIGNATURE PAGE TO FOLLOW ON THE NEXT PAGE ]**

CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

*Kelly Kuenstler*  
Kelly Kuenstler, City Manager  
4-8-18

Date

By:

*Betty Voights*  
Betty Voights, Executive Director  
4/18/19

Date

APPROVED AS TO FORM:

*Denise Frederick*  
Denise Frederick  
City Attorney

Date: April 8, 2019

**SCHEDULE A**

**INTERLOCAL CONTRACT**

**South Central Planning and Development Commission and Jurisdiction Government**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

Licensee use of SCPDC’s My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

**B. LICENSE FEE**

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	MONTHLY RATE		
			Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

**ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.**

The Jurisdiction has agreed to the 101-500 Permit Volume package. It is understood this will be billed on a levelized billing system of \$500 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction’s permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

**Other Fees:**

On-Site Visits: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

**Additional Modules:**

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B**

**COOPERATIVE ENDEAVOR USE AGREEMENT  
South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, AND  
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the Licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

**SCHEDULE C  
COOPERATIVE ENDEAVOR USE AGREEMENT  
South Central Planning and Development Commission and Jurisdiction**

**MAINTENANCE AND SUPPORT**

**DEFINITIONS**

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764  
Ryan Hutchinson,  
Information Technology Administrator

E-mail: [support@scpsc.org](mailto:support@scpsc.org)

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software

with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment -- Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the

last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

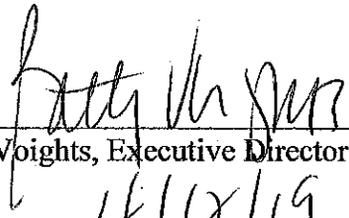
CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

  
\_\_\_\_\_  
Kelly Kuenstler, City Manager

By:

  
\_\_\_\_\_  
Betty Voights, Executive Director

4-8-19

Date

4/18/19

Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Denise Frederick

Denise Frederick  
City Attorney

April 8, 2019

Date



Capital Area Council of Governments  
Attn: Betty Voights  
6800 Burluson Road, Building 310, Suite 165  
Austin, TX 78744

April 8, 2019

RE: LETTER OF TRANSMITTAL

Ms. Betty Voights,

Please find attached document as it contains the Interlocal Contract between the City of Leon Valley, a Texas Municipal Corporation and The Capital Area Council of Governments.

We are pleased to submit this item to you.

Please find our signatures on pages 11 and 18. Would you kindly return a copy of the item once they are executed by you? You may mail the item back to my attention, or electronically via e mail is suffice. You are more than welcome to send back a copy of just the signature pages if you would like.

Should you have any questions, please feel free to contact our offices. Thank you in advance.

Respectfully,

A handwritten signature in black ink, appearing to read "Xavier D. Antu", with a long horizontal flourish extending to the right.

Xavier D. Antu  
Assistant Planning & Zoning Director  
Community Development  
(210) 684-1391, ext. 228  
[x.antu@leonvalleytexas.gov](mailto:x.antu@leonvalleytexas.gov)

## INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

### 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Leon Valley, Texas ("Licensee") is a Texas municipal corporation.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

### 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as

"confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now Version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

### 3. LICENSE, DELIVERABLES AND COPIES

#### 3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of

a unique username (for instance [john.doe@scpdc.org](mailto:john.doe@scpdc.org)) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property of Licensee, payroll of Licensee, excise or other taxes accrued to Licensee, fees, or duties owed directly by Licensee arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income and any other taxes, fees or duties owed directly by SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason, unless expressly agreed to in writing by both parties.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and unless cured within

thirty (30) days after written notice of such default, SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

## 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee within ten (10) days of the notice of termination by SCPDC. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation, save and except for any derivative works of the SCPDC Software prepared by or on behalf of Licensee based on suggestions or requests by Licensee, as described in 3.1(b)(i) above;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," and shall be expressed in writing, without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH

RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 .Intentionally deleted.

## 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or

permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

(a) Licensee. (i) Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1<sup>st</sup> of the following month or (ii) If the governing body of the City does not appropriate funds sufficient to continue this Agreement, as determined by the City's budget for the fiscal year in question without any penalty or cost for removal of the Software.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of

Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and District Commission

Address: 5058 West Main St.  
Houma, LA 70360

To: City of Leon Valley, Texas  
Attn: City Manager

Address: 6400 El Verde Road  
Leon Valley, Texas 78238

Copy To: City of Leon Valley, Texas  
Attn: City Attorney

Address: 6400 El Verde Road  
Leon Valley, Texas 78238

## 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not unreasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation by a mutually agreed upon mediator.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

12.13 STATE LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**[ SIGNATURE PAGE TO FOLLOW ON THE NEXT PAGE ]**

CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

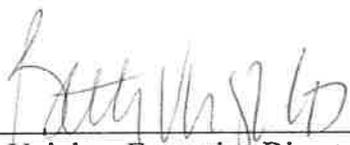
SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

  
Kelly Kuenstler, City Manager  
4-8-18

Date

By:

  
Betty Voights, Executive Director  
4/18/19

Date

APPROVED AS TO FORM:

  
Denise Frederick  
City Attorney

Date: April 8, 2019

**SCHEDULE A**

**INTERLOCAL CONTRACT**

**South Central Planning and Development Commission and Jurisdiction Government**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

Licensee use of SCPDC’s My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

**B. LICENSE FEE**

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	MONTHLY RATE		
			Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 101-500 Permit Volume package. It is understood this will be billed on a leveled billing system of \$500 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction’s permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

**Other Fees:**

On-Site Visits: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

**Additional Modules:**

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B**

**COOPERATIVE ENDEAVOR USE AGREEMENT**

**South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, AND  
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the Licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

**SCHEDULE C  
COOPERATIVE ENDEAVOR USE AGREEMENT  
South Central Planning and Development Commission and Jurisdiction**

**MAINTENANCE AND SUPPORT**

**DEFINITIONS**

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

**Contact Information**

Tel: 1 866 957 3764  
Ryan Hutchinson,  
Information Technology Administrator

E-mail: [support@scpsc.org](mailto:support@scpsc.org)

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software

with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the

last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent’s responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as “CAPCOG”. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

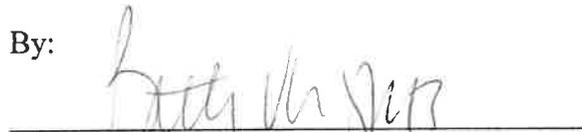
CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

  
Kelly Kuenstler, City Manager

By:

  
Betty Voights, Executive Director

4-8-19

Date

4/18/19

Date

APPROVED AS TO FORM:



Denise Frederick  
City Attorney

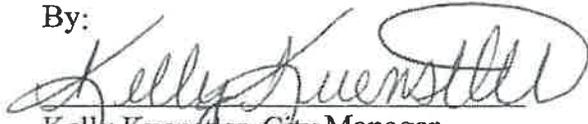
April 8, 2019

Date

CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

  
Kelly Kuenstler, City Manager  
4-8-18

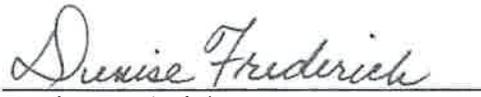
Date

By:

\_\_\_\_\_  
Betty Voights, Executive Director

Date

APPROVED AS TO FORM:

  
Denise Frederick  
City Attorney

Date: April 8, 2019

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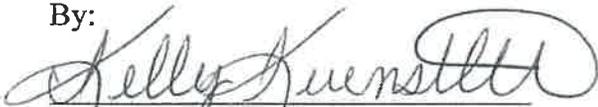
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Accepted:

CITY OF LEON VALLEY, TEXAS, a  
municipal corporation

SOUTH CENTRAL PLANNING AND Texas  
DEVELOPMENT COMMISSION THROUGH ITS  
AGENT, CAPCOG

By:

  
\_\_\_\_\_  
Kelly Kuenstler, City Manager

By:

\_\_\_\_\_  
Betty Voights, Executive Director

4-8-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Denise Frederick  
City Attorney

April 8, 2019  
\_\_\_\_\_  
Date

AMENDMENT No. 1 TO  
INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

THIS AMENDMENT No. 1 ("Amendment") is entered into by and between City of Leon Valley ("Licensee"), a body corporate and politic under the laws of the State of Texas; and South Central Planning and Development Commission, ("SCPDC" or "Licensor"), a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish.

WITNESSETH:

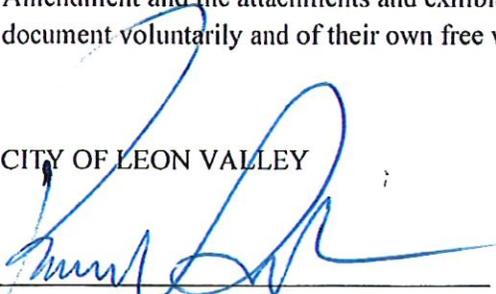
WHEREAS, the parties previously entered into the Interlocal Contract for Licensing Agreement SCPDC Software, on or about April 8, 2019, (the "Agreement"). The parties desire to amend said Agreement as set forth below:

1. The City of Leon Documents Module shall be added to this Agreement under a custom quote of \$50.00 monthly.
2. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. **Conflict.** If there is a conflict among documents, the most recently fully executed document will prevail with regard to the conflict.
4. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
5. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

CITY OF LEON VALLEY

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Roque Salinas, Interim Director Planning and Zoning

  
\_\_\_\_\_  
Kevin Belanger, Chief Executive Officer

Date:

9/4/2024

Date:

9/5/2024

# My Government Online (MGO) Extension Request

Michael Gallardo  
Planning and Zoning Director  
City Council Meeting  
March 3, 2026

# Summary

- Question
  - City Council is being asked to consider an extension to the contractual services between the City of Leon Valley and My Government Online (MGO)
- Options
  - 1. Approval
  - 2. Denial
  - 3. Other
- Declaration
  - The permitting software aligns with the department's needs

# Purpose

- To present the Council with the information regarding the city's permitting software and request a (3) year extension



# Background

- April 2019
  - City of Leon Valley entered into contract with (SCPDC) South Central Planning and Development Commission to allow the city to utilize My Government Online (MGO)
- September 2024
  - City of Leon Valley purchased a Document Module to My Government Online (MGO)
- Automatic Renewal for 1-yr term

# Background

## My Government Online

- Used by the Planning and Zoning Department to issue all Permits and Licenses Online
  - Pay fees online
  - Submit PDF Plans
  - Print copies of your permit(s)
- Used by General Contractors and Staff to schedule all inspections
  - Request inspections online
  - View completed inspection reports in real-time

# Staff Comments

- My Government Online can be modified to meet the department needs and changes
- The permitting software is currently used by the City Official, City Engineer, City Health Inspector and City Staff
- Unlimited storage capacity
- Provide a dedicated support team

# Fiscal Impact

- The city has allocated \$15,000 for FY26 for the contractual fees
- Planning and Zoning anticipates \$6,600 in contractual fees
  - *Covers up to 1000 permits annually*
  - *Overage rate of \$10 annually (not to exceed 20%)*

MGO	Monthly Fee	Yearly Fee
Permits Only - 2019	\$500	\$6000
Documents Module - 2024	\$50	\$600
Total	<b>\$550</b>	<b>\$6600</b>

# Recommendation

- Staff recommends a (3) year extension for (MGO) My Government Online, the city's current permitting software

# Goals and Objectives

- Fiscal Responsibility
  - Goal: To ensure responsible stewardship of public funds by maintaining a balanced budget, optimizing resources, and making strategic financial decisions that promote long-term sustainability.

### MAYOR AND COUNCIL COMMUNICATION

**DATE:** March 3, 2026

**TO:** Mayor and Council

**FROM:** Crystal Miranda, Community Relations Director

**THROUGH:** Crystal Caldera, City Manager

**SUBJECT:** Presentation, Discussion, and Possible Action to Award the City Council Chamber Technology Upgrade Capital Improvement Project.

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

#### **PURPOSE**

In August of 2024, the City issued a Request for Proposals (RFP) to upgrade the existing audio-visual (AV) equipment in the City Council Chambers to improve meeting quality, reliability, and overall functionality. The submittal deadline was extended to October 7, 2024, and the City received three proposals.

Following the initial review, staff determined that none of the October proposals fully met the City’s needs or budget considerations. Updated quotes were requested from the vendors, and additional discussions were held to refine the project scope, ensure alignment with current priorities, and evaluate the most effective use of existing equipment.

Updated quotes were evaluated based on scope of work, ability to improve functionality, reuse of existing equipment where appropriate, and overall cost. While one proposal offered a complete system replacement at a significantly higher cost, another relied heavily on existing equipment and provided fewer upgrades. San Antonio Light & Sound’s proposal offers a balanced approach that delivers solid improvements to the Council Chambers’ audio-visual system at the most economical cost.

#### **FISCAL IMPACT**

Funding for this project will be allocated from PEG (Public, Educational, and Government) funds.

Vendor	Quote
San Antonio Sound & Light	\$81,634.00
Nelco Media	\$175,684.89
<b>FORTÉ</b>	\$128,706.15

#### **RECOMMENDATION**

Staff recommends approval of San Antonio Light & Sound’s quote and authorization for the City Manager to execute a contract to proceed with the audio-visual technology upgrades in the City Council Chambers.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

**QUOTE # 26044**

**DATE:** February 13, 2026

**EXPIRATION DATE** March 13, 2026

**BILL** City of Leon Valley

**TO** Crystal Miranda

6400 El Verde Rd

Leon Valley, TX 78238

[c.miranda@leonvalleytexas.gov](mailto:c.miranda@leonvalleytexas.gov)

(210) 684-1391 ext.228

**SHIP** SASL to

**TO** Deliver/Install

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Brooks Quillian	Council Chambers AV Upgrade	60% down upon approval 40% due upon substantial completion 10% upon closeouts	Net 30

**Scope of Work:**

**OVERVIEW**

- Upgrade the existing AV system, replacing outdated equipment, providing functionality for individual microphone control, split-screen video arrangement for streaming/recording, improved camera angles and control, additional flat panel displays for dais and audience members, a new laser projector to increase brightness and legibility, and a wireless touch panel with a custom-designed user interface which will provide control of all system functions.

**AUDIO**

- Replace the existing Nexia DSP with a TesiraFORTÉ AVB VT DSP with a 4-channel expander which will provide AEC for all microphones and USB connectivity to the host computer for video conferencing.
- Replace existing ceiling speakers in the chambers and overflow areas and replace the existing amplifier.
- The wireless microphones will be replaced with a new Shure SLXD Dual-Channel wireless receiver with two handheld wireless transmitters with SM58 microphones.

**VIDEO**

- The existing projector will be replaced with an 8,000 lumens WUXGA laser projector with 4K enhancement.
- (2x) 75" 4K UHD displays will be installed on the wall flanking either side of the center wall with the city seal.
- (1X) 75" 4K UHD display will be installed at the rear of the room facing the dais.
- The existing Extron streaming hardware will be replaced with a Datavideo iCast 10NDI 4-channel 1080p all-in-one switcher with built-in streaming encoder and recorder, which will connect to the presentation computer, cameras, and streaming services, and provide local solid-state recording.
- The existing Vaddio cameras will be replaced with Datavideo PTC-140NDI PTZ Cameras.
- The Extron HDMI distribution amplifiers will be replaced with Video-over-IP encoders and decoders to simplify wiring and provide routing flexibility.

**CONTROL**

- The existing Crestron control processor will be replaced with a new CP4N 4-Series™ Control System with Dedicated AV LAN, and a TST-1080 10.1 in. Wireless Touch Screen with a custom-designed graphic user interface that will control all aspects of the AV system.
- A dedicated Netgear M4250 Series AV switch with a wireless router will be installed to connect and control all system components and will connect to the facility LAN for monitoring.
- A Middle Atlantic 2200VA UPS Backup Power System will be installed to ensure system components stay operational in the event of a power failure.
- Install a DSAN Limiter Professional Wireless Speaker Timer system.

**OTHER**

- The quote includes installation labor, logistics, and tech materials such as cabling, fasteners, connectors, terminations, labeling, and miscellaneous consumables.
- The quote excludes high-voltage electrical and connections to the facility LAN.
- Electrical Requirements:
  - (2x) 120V Duplex outlets at the display locations behind the Dais.
  - (1x) 120V Duplex outlet at the display location at the rear of the room.
- Network Requirements
  - (1x) RJ45 connection to the facility’s LAN (2x for redundancy)
- SASL will fully commission and program the installed system and provide training for the end user(s) on system operation.

Equipment	\$54,034.00
Installation Services	\$27,600.00
Subtotal	\$81,634.00
Sales Tax	EXEMPT
<b>Total</b>	<b>\$81,634.00</b>

Signature of Approval \_\_\_\_\_

It All Starts With Design.



**Bill of Materials:**

Qty	Make	Model	Description
<b>AUDIO</b>			
<b>AMPS / DSP / MIX</b>			<b>\$11,391.00</b>
1	Biamp	TesiraFORT É AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface
1	Biamp	Tesira EX-AEC	Tesira 4 channel mic/line input expander with AEC and PoE+
1	Biamp	Tesira EX-USB	PoE AVB/USB expander
1	Biamp	TesiraCONNECT TC-5	5-port expansion device
1	Crestron	AMP-X300	X-Series Amplifier, 300W
1	Crestron	IC6T-W-T-EACH+	Saros® 6.5 in. 2-Way In-Ceiling Speaker, White Textured
<b>PERIPHERALS</b>			<b>\$1,658.00</b>
1	Shure	SLXD4D--G58	Dual-Channel Digital Wireless Receiver
2	Shure	SLXD2/SM58--G58	Handheld Transmitter with SM58 Capsule
<b>VIDEO</b>			
<b>PROJECTION / DISPLAYS</b>			<b>\$14,589.00</b>
1	Epson	V11HB24020	PowerLite L890E Laser Projector, WUXGA w/4KE, 8000 Lumens, 3LCD - White
1	Chief	RPAUW	Universal RPA Ceiling Projector Mount - WHITE
3	LG	75UR64059UD	75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV
2	Chief	LTM1U	Large Fusion® Micro-Adjustable Fixed Wall Display Mount
1	Chief	RLC1	Large Fit™ Single Ceiling Mount
1	Chief	CMS440P2	peedConnect Above-Tile Suspended Ceiling Kit with 2-Gang Filter & Surge
1	Chief	CMS0203W	2-3' Adjustable Extension Column, Pole
<b>CAPTURE / CAMERAS / SWITCHING</b>			<b>\$10,799.00</b>
1	Datavideo	iCast 10NDI MK II	4 channel 1080p all-in-one switcher with built-in streaming encoder and recorder. Pair up with the TPC-700 for easy switcher operation as well as camera control. NDI and SRT support.
2	Datavideo	PTC-140NDI	20x NDI®   HX, 3G-SDI, and HDMI PTZ Camera
2	Datavideo	WM-1	Professional wall mount for PTC-140
1	Datavideo	CAP-2	HDMI to USB 3.0 capture box
2	Turtle	TAV-DARWINHD-TX	DARWIN HD H.265 TX; HDMI 1080p60 4:4:4 AV over IP Transmitter
7	Turtle	TAV-DARWINHD-RX	DARWIN HD H.265 RX; HDMI 1080p60 4:4:4 AV over IP Receiver
1	Turtle	TAV-DARWIN-CTL	DARWIN CONTROL. Central Management Box for DARWIN HD H.265 AV over IP series
1	Crestron	HD-DA8-4KZ-E	1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support
2	Crestron	HD-DA2-4KZ-E	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support
<b>CONTROL / NETWORK</b>			
<b>CONTROL SYSTEM</b>			<b>\$9,809.00</b>
1	Crestron	CP4N	4-Series™ Control System with Dedicated AV LAN
1	Crestron	TST-1080	10.1 in. Wireless Touch Screen
1	Middle Atlantic	UPS-S2200R	2 RU Select Series UPS Backup Power, 2200VA
1	DSAN	PRO-2000BT-KIT4	Limitimer Wireless Professional Staging Kit
<b>NETWORK</b>			<b>\$1,645.00</b>

**It All Starts With Design.**

1	Netgear	GSM4230P-100NAS	M4250-26G4F-POE+ MNGD SWITCH
1	Luxul	XWR-1200	Dual-Band AC1200 Gigabit Wireless Router

**Terms and Conditions**

1. **Payment Schedule:** SASL intends to invoice per phase and project progress.
  - a. Down Payment to Order Materials – 60%
  - b. Partial payment due upon substantial completion – 40%
  - c. Remaining balance due upon project closeout – 10%
2. **Payment** is due within 30 days of the invoice date, unless otherwise noted. A delayed payment may result in project delays.
3. **Installation Labor and Materials:**
  - a. SASL Tech Materials will be provided, as required, to complete all audio and video connections, properly secure equipment, and wire management parts to provide a tidy cabling plant.
  - b. All work shall be installed as indicated and specified, and in accordance with acknowledged industry professional standards and practices, and manufacturers’ recommendations.
  - c. San Antonio Sound & Light shall provide all tools and equipment needed to install the systems.
4. **Non-Equipment Deliverables**
  - a. System Technical Drawings: One-Line Schematic, Rack Elevation, Mechanical Plate Details, AV Floor Plan, AV Reflected Ceiling Plan, Control Narrative and GUI Layouts (Per the Proposal scope of work)
  - b. System Equipment Tables with connection details, IP Address and Physical MAC address of all devices (As Required)
  - c. Control System Source Code: All uncompiled source code and programming software be made available to the customer. (As Required)
5. **Warranty and Insurance:**
  - a. San Antonio Sound & Light offers a one-year warranty on workmanship in all installed systems. After 1 year, much of the equipment may still be under the manufacturer’s warranty. In the event of equipment failure, SASL will assist in diagnosing the problem and getting any equipment sent for repair, but a service fee will be charged.
  - b. SASL carries worker’s compensation, auto and general liability insurance. Certificates are available on request.
  - c. Owner Furnished Equipment is not covered under SASL’s warranty.
6. **COVID Related price changes, delays, and increased shipping cost:** SASL is experiencing price increases and equipment delays from most manufacturers. Global supply chain shortages often cause delays with equipment deliveries. SASL will always do our best to mitigate any potential price changes and will advise clients of any known delays as soon as possible. The shipping price in the proposal is an estimate. Final shipping charges will be applied to the invoice. Pricing on this quote will be honored up to the quote’s stated expiration date.



# Retail Sales Agreement



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Reference Number: 1385358  
Date: September 08, 2025

City of Leon Valley - Council Chambers - VE

Prepared By: Justin Collette  
Phone:  
Email: justin.collette@ourforte.com

FORTÉ  
118 Interpark Blvd, San Antonio, TX 78216  
Phone:  
Fax:

## COMPANY

City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

Contact: Roque Slainas  
Phone:  
Email:  
Account Number: COL0081

## PROJECT SITE

City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

Contact:  
Phone:  
Email:  
Account Number: COL0081

## INVOICE TO

City of Leon Valley  
6400 El Verde Road  
Leon Valley, TX 78238

Contact:  
Phone:  
Email:  
Account Number: COL0081

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$57,659.74
Integration	\$57,980.41
PRO Support	\$7,964.00
Shipping & Handling	\$5,102.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$128,706.15</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ and Customer have agreed to an initial 50% deposit, invoiced upon contract execution and due, according to customer terms. Subsequent invoicing will be progress billed and will include equipment and services allocated to the contract within the month. Monthly invoices may include applicable out of pocket expenses (permits, licenses, shipping, etc.). No tax is collected on the deposit invoice as all applicable sales tax will be included on the monthly progress invoices.

Customer is to make payments to the following "Remit to" address:

FORTÉ  
PO Box 842607  
Kansas City, MO 64184-2607

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If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ**

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

**AGREED AND ACCEPTED BY**

Company	<b>FORTÉ</b> Company
Signature	Signature
Printed Name	Printed Name
Date	Date

**CONFIDENTIAL INFORMATION**

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

**PRODUCTS AND SERVICES DETAIL**

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**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
TARIFF_SURCHARGE		Tariff Surcharge	1	\$2,989.15	\$2,989.15
<b>Sub-Total:</b>					<b>\$2,989.15</b>
<b>Head End / Processing</b>					
CORE 24F	QSC	Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual Ethernet ports for network redundancy pl	1	\$4,000.00	\$4,000.00
GSM4230UP-100NAS	NETGEAR	M4250 26G4F POE PLUS PLUS MN S	1	\$2,564.02	\$2,564.02
TSC-101-G3	QSC	Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$2,444.44	\$2,444.44
TSC-70-G3	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,481.48	\$1,481.48
TSC-710T-G3	QSC	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	2	\$361.48	\$722.96
UTR1	MIDDLE ATLANTI	1SP UNIVERSAL HALF-RACK T	4	\$36.95	\$147.80
22-02SP-BLK	WINDY CITY WIR	22-02 OAS STR CMP Blk Jkt BR	2	\$154.32	\$308.64
14-02P-BLK	WINDY CITY WIR	14-02 UNS STR CL3P Blk Jkt	2	\$456.79	\$913.58
CAT6P-BLK	WINDY CITY WIR	23-4P UNS SOL CMP C6 Blk Jkt	3	\$359.26	\$1,077.78
OFE	OWNER	Owner Furnished Equipment Rack and Power Distributon	1	\$0.00	\$0.00
<b>Sub-Total: Head End / Processing</b>					<b>\$13,660.70</b>
<b>Main Displays</b>					
NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	2	\$1,777.78	\$3,555.56
OFE	OWNER	Owner Furnished Motorized Projection Screen	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Projector	1	\$0.00	\$0.00
QB65C	SAMSUNG	65IN COMMERCIAL 4K UHD DISPLAY MNTR 350 NIT TAA	1	\$1,125.09	\$1,125.09
LCM1U	CHIEF	SINGLE CEILING MOUNT, LARGE, BLACK	1	\$403.70	\$403.70
CMA110	CHIEF	CMA-110 FLAT CEILING PLATE	1	\$66.67	\$66.67
CMS072	CHIEF	FIXED PIPE 72"	1	\$107.41	\$107.41
TBD-MATERIAL	FORTE	Ceiling Mount Structure	1	\$311.11	\$311.11
<b>Sub-Total: Main Displays</b>					<b>\$5,569.54</b>
<b>Main Dais Positions (8) + Staff Dais 2</b>					
NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	1	\$1,777.78	\$1,777.78
OFE	OWNER	Owner Furnished Extron DTP DA (8ch)	2	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Extron DTP RX	9	\$0.00	\$0.00
70-077-01	EXTRON	1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure	9	\$38.27	\$344.43
OFE	OWNER	Owner Furnished Video Monitor	9	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Shure Gooseneck Microphone	9	\$0.00	\$0.00

**Sub-Total: Main Dais Positions (8) + Staff Dais  
2**

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**Staff Dais Position 1**

NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	3	\$1,777.78	\$5,333.34
MAG-32040	MAGEWEL	USB Capture HDMI Plus	1	\$332.10	\$332.10
TBD-MATERIAL	L FORTE	Mount for Magewell - Human Centric	1	\$24.69	\$24.69
OFE	OWNER	Owner Furnished Shure Gooseneck Microphone	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Video Monitor	2	\$0.00	\$0.00
OFE	OWNER	Owner Furnished PC	1	\$0.00	\$0.00

**Sub-Total: Staff Dais Position 1 \$5,690.13**

**Cameras**

NC-12X80	QSC	12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	2	\$3,666.67	\$7,333.34
535-2000-293	VADDIO	DROP DN MT FOR LARGE PTZ CAMERAS - LONG	1	\$373.47	\$373.47

**Sub-Total: Cameras \$7,706.81**

**Audio**

SLXD24D/SM58-G58	SHURE	Dual Wireless Vocal System with SM58	1	\$1,252.59	\$1,252.59
UA8100	SHURE	100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type	2	\$248.64	\$497.28
UABIAST-US	SHURE	In-line adapter. Supplies 12V DC bias power over coaxial BNC cable, includes PS23US	2	\$75.06	\$150.12
UA834WB	SHURE	In-line antenna amplifier for remote mounting. (470-902 MHz)	2	\$161.85	\$323.70
UA8-470-530	SHURE	1/2 Wave Omnidirectional Antenna for UR4S+, UR4D+, ULXS4, ULXP4 Receivers, P9T Transmitter, (470-530 MHz)	2	\$29.32	\$58.64
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inputs, 100-240V.	1	\$4,614.81	\$4,614.81
AD-C6T-LPZB-WH	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 16bypass, zero bezel design, low profile, 150 conical DMT coverage, includes C-rign and rails for blind mount installation. Priced individually,	8	\$255.56	\$2,044.48
LP-4VP-072-01	LISTEN	Assistive Listening DSP Value Package (72 MHz)	1	\$971.85	\$971.85

**Sub-Total: Audio \$9,913.47**

**Streaming**

OFE	OWNER	Owner Furnished Extron SMP351 - H.264 Streamer	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Cablecast VIO Omni - Streaming Appliance	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Decimator HDMI to SDI Converter	1	\$0.00	\$0.00
BMD-SWATEMSCN2/2ME1/4K	BLACK MAGIC DE	ATEM 1 M/E Constellation 4K	1	\$1,950.12	\$1,950.12
BMD-HDL-SMTVDUO2	BLACK MAGIC DE	SmartView Duo 2	1	\$619.01	\$619.01
HA5-12G	AJA	HDMI 2.0 to 12G-SDI Conversion	1	\$925.00	\$925.00

NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	1	\$1,777.78	\$1,777.78
1369P 0101000	BELDEN	#18 FFEP SH FLRST BLACK	1	\$1,424.68	\$1,424.68
<b>Sub-Total: Streaming</b>					<b>\$6,696.59</b>

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**Lobby / Overflow**

NV-21-HU	QSC	4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output.	1	\$1,777.78	\$1,777.78
OFE	OWNER	Owner Furnished Flat Panel Display	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Digital Signage Player	1	\$0.00	\$0.00
AD-C6T-LPZB-WH	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 16bypass, zero bezel design, low profile, 150 conical DMT coverage, includes C-rign and rails for blind mount installation. Priced individually,	6	\$255.56	\$1,533.36

**Sub-Total: Lobby / Overflow** **\$3,311.14**

**Labor and Materials**

Engineering & Drawings	\$10,417.00
Project Management	\$7,867.20
Programming	\$7,809.28
On Site Integration	\$20,977.60
Testing & Acceptance	\$7,576.00
Integration Cables & Connectors	\$3,333.33

**Sub-Total: Labor and Materials** **\$57,980.41**

**Total:** **\$115,640.15**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
SSA1YR	FORTE	1 Year System Support Agreement	1	\$7,964.00	\$7,964.00

*Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.*

**INTEGRATION SERVICES****INTEGRATION SCOPE OF WORK****A. SYSTEM DESCRIPTION:**

## Removal of Existing Equipment

- The following equipment will be removed and turned over to the customer on site
  - (1) Projector
  - Ceiling Speakers. *Owner must have replacement ceiling tiles to fill in any holes left in the ceiling*
  - (3) cameras and camera receiver/s
  - (1) Extron DTP crosspoint switcher
  - (1) Extron DTP DA
  - (tbd) Extron DTP transmitters and receivers
  - (1) DVD player
  - (1) Crestron control processor
  - (2) Crestron touch panels
  - (2) wireless microphone receivers and antenna combiner
  - (1) Biamp Nexia DSP
  - (1) assistive listening transmitter

## AV Network

- A 40 port POE++ AV network switch will be provided to connect and power AV devices and facilitate control and signal transport via the network
- LAN cabling for this switch and the connected devices will be provided by FORTÉ
- Owner network connections (physical cabling/terminations, switch ports, correct configuration) must be provided by Owner at the AV Rack (3) , Staff Dais Desk 1, and the digital signage location

## Head End Equipment

- A QSYS Core24f system processor will be installed.
  - This device will provide audio signal processing, video routing/distribution, and control processing to the system as well as audio IO.

## Touch Panels

- (1) 10" touch panel at the Staff Dais desk 1
- (1) 7" touch panel at the center seat on the dais desk

## Cameras

- (3) PTZ cameras will be installed for use with Microsoft Teams calls and the streaming server. The cameras can be aimed and switched from the touch panels. The touch panels will feature a camera video preview window so that cameras can be viewed before switching and/or while aiming. Additionally, the cameras can be previewed on the Staff Dais Desk 1 – Monitor 1
  - One located behind the audience seating area to capture the dais
  - One located on the audience right wall facing the lectern
  - One facing the audience

## Audio

- The gooseneck microphones at the dais (8), Dais staff desks (2), and lectern (1) will be reused
- A dual channel digital wireless microphone receiver will be installed with remote mounted antennas. This system comes with two wireless **handheld microphones (SM58)** (*Can be changed to beltpack/lavalier microphones if requested ahead of equipment order*)

- A new multichannel network amplifier will be installed
- (8) ceiling speakers will be installed in the council chamber in three zones to allow for mix minus local reinforcement
- (6) ceiling speakers will be installed in the overflow area
- A RF based assistive listening system will be installed including (4) receivers with headphones and a wall sign.
- Audio control/processing
  - All microphones will be auto mixed. Additionally, 6db of trim will be available on the touch panel to adjust for loud/soft speakers. Metering will be provided on the touch panels to assist with audio settings.
  - Each microphone will have an individual mute. There will also be a global microphone mute.
  - There will be a privacy mute to mute all audio going to the Teams call and streaming server

#### Video

- The video for the entire system will be set at maximum 1080p60. Video for the Microsoft Teams broadcast will be capped at whatever the application/bandwidth limits are.
- Video transport and switching/routing will take place over the AV network via QSYS encoders and decoder allowing flexible video routing and easy future expansion
- Displays
  - A new 8000 lumen laser projector will be installed for display on the existing motorized projection screen
  - A new 85" flat panel display will be pole mounted at the rear of the space for viewing by people seated at the dais. Video source will default to the presentation source if there is not a Teams call in progress. If there is a Teams call, video source will default to the far side camera widow.
  - Eight (8) existing dais monitors will be fed *identical* content from any source via the existing Extron DTP DA and DTP receivers. This content can be switched to any video source
    - The existing DTP receivers will be physically mounted (screwed) to the millwork with the correct mounting hardware
  - Staff Dais Desk 2 will receive an owner furnished monitor and QSYS NV-21 decoder to view content from any source. Default setting is for this monitor to mirror the content displayed at the eight dais monitors
  - The existing flat panel display in the overflow area will be reused. A QSYS network video decoder will be installed to extend video content to the display. When not in use the display can be switched to the digital signage player (*digital signage player not in this scope*)
- Inputs
  - A HDMI input will be located at the existing location for the lectern
  - (4) HDMI inputs will be located at the dais in desktop enclosures for the people seated at the dais
  - (2) HDMI inputs will be located at Staff Dais Desk 1 for connection to the PC.
  - (1) HDMI input will be located at Staff Dais Desk 2 to share content from this location.
  - *The existing DVD player will be removed and not replaced*

#### System Operation Via Staff Dais Desk 1

- The Staff Dais Desk #1 will run the meetings and host Microsoft Teams calls via an owner furnished PC and the Microsoft Teams desktop application.
- All Microsoft Teams call control such as starting/joining calls will be done via the Teams desktop application on the PC hosting the meeting.
- An owner furnished PC and two owner furnished monitors will be required.
- Video to two monitors at the dais desk will be routed through the QSYS video routing system. The operator at the desks will be able to switch (via the touch panel) between their two desktop outputs and any other video source in the system. One video

monitor will be able to view the camera video sources to allow for monitoring and aiming of the PTZ cameras. *Controls for the local monitor routing will always be available on the touch panel for quick access to the video routing*

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- Both video outputs from the PC's will be able to be routed to any output in the system.
- Camera video and audio will be bridged into Microsoft Teams via the QSYS NV-32 encoder at the Staff Dais desk being used for the call. Content video will be captured via a HDMI to USB capture device.
- **If content is shared from the lectern, the other Staff Dais location, or any of the four dais HDMI inputs, that will need to be switched as a camera source within the Microsoft Teams desktop application. *In this scenario camera and content cannot be shared at the same time.* However, if content is shared from the PC hosting the Microsoft Teams call, content and camera can be shared at the same time.**
- **The operator using the PC will need to arrange their windows so that the desired content is located on monitor HDMI outs 1 and 2. There is no way for the AV system to know what is being displayed on each output. It is recommended that the Microsoft Teams output and presentation output are always on the same output for ease of use .**

#### Broadcast

- The (5) PTZ cameras and any HDMI content will be ingested into a video production switcher.
- The video output from the switcher will be connected to the Cable Cast appliance located in the Council chamber rack.
- The switcher will be programmed with presets allowing different combinations of cameras and content to the Cable cast switcher. These presets can be determined through coordination during the product.
  - For example:
    - One window with HDMI content or Teams meeting
    - Lectern Camera window on right, HDMI content on left
    - Dais camera on right, audience camera on left
- The cable Cast appliance can only transmit one broadcast at a time. The Council chamber and Community Center cannot broadcast at the same time.
- The switcher will mainly be controlled by recalling presets from the touch panel, however granular control can be accessed via a laptop or PC over the network
- A 2x 8" rack mounted monitor will be installed to allow viewing of the production switcher and the monitor output from the cable cast appliance

#### Equipment Rack

- The existing equipment rack, UPS and power distribution devices will be reused.
- (2) owner network connections will be required at the rack location (by Owner)
- (2) 20A120V dedicated circuits/receptacles will be required at the rack location (by Owner)

#### **B. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment \*FORTÉ is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

#### **C. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by FORTÉ. The costs associated with these modifications are not included in this proposal. {Section}.103.

**D. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per FORTÉ specification.
- Site preparation will be verified by FORTÉ project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by FORTÉ project manager.
- In the event of any arrival to the site that FORTÉ is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse FORTÉ for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, FORTÉ' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

**E. INTEGRATION PROJECT MANAGEMENT PROCESSES**

FORTÉ will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

**F. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- **(1) session of (4) hours**
- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

**G. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES**

FORTÉ will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.

- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facility.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

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#### H. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of FORTÉ personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

### ENGINEERING SERVICES

#### ENGINEERING SERVICES TO BE PROVIDED

FORTÉ will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

FORTÉ strongly encourages the fostering of a truly open, cooperative “design team” approach, with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for the implementation of the AV-related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise, it shall follow this general outline:

**AV Program Review / Verification** – The FORTÉ design team will obtain from the Customer the operational specifications desired for the audio and video systems within the designated facility. Additional facility information will be required, including the building’s electrical and structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase, various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

**Budget Verification** – The FORTÉ design team will create a project scope compiled from the information received from the Customer. FORTÉ will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

**Initial Design** – During this phase, FORTÉ will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored, will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as-needed basis. During this process (modifications to the preliminary plans, due to a variety of considerations: architectural/aesthetic considerations, budget reviews, etc.), electronic exchange of AutoCAD drawings between all the team members will facilitate a quick exchange of updates. Specific design freeze dates will be established with all parties to facilitate timely submittals and help manage the Customer’s end cost. All changes are to be reviewed and approved by all parties.

**Final Systems Design** – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. FORTÉ will typically work from background drawings from an architect under contract to the Customer, entering AV-specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

**Project Specifications Document** – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow

- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements, including cable and termination specifications
- System operational and post-operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

## SYSTEM SUPPORT

System Support is FORTÉ’s fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTÉ focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

## SYSTEM SUPPORT AGREEMENT COVERAGE

FORTÉ will perform the services below for covered systems:

<b>Entitlement Coverage</b>		
<b>Entitlement</b>	<b>Definition</b>	<b>Included</b>
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	Advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Yearly/Biannually/Quarterly

<b>Additional Entitlement Coverage</b>		
<b>Entitlement</b>	<b>Definition</b>	<b>Included</b>
Service Delivery Management	FORTÉ will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

FORTÉ has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

## Target Percentage for Standard Level Agreements (SLA)

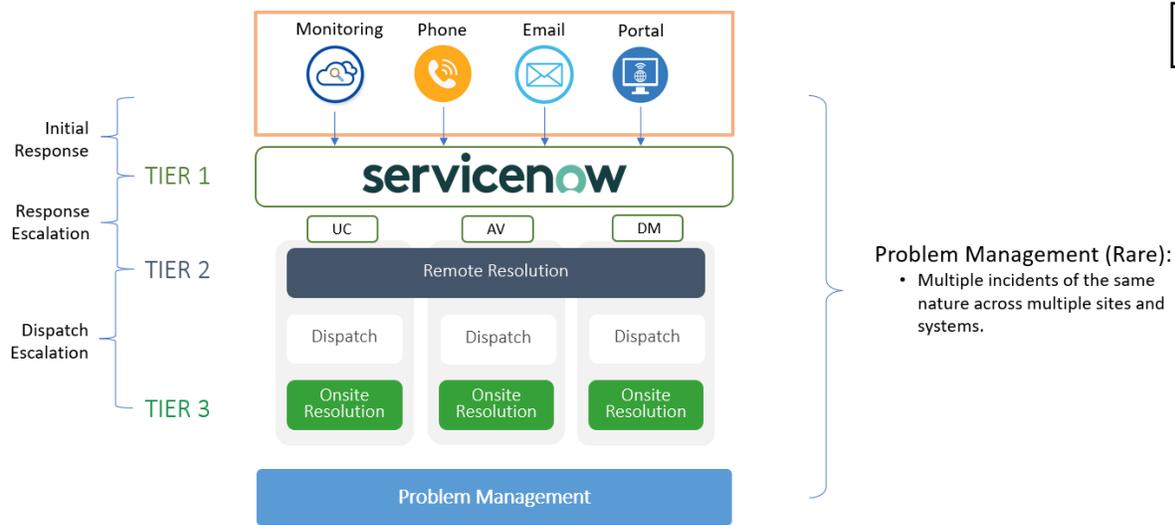
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Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	<p>Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTÉ and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided.</p> <p><b>NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).</b></p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: N/A</p>	4 business hours	8 business hours	80
Standard (P3)	<p>Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTÉ will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: 4 business hours</p>	8 business hours	8 business hours	80
Request (P4)	<p>Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 4 business hours</p> <p>Email: 4 business hours</p>	16 business hours	Best Effort / Scheduled	80

### SYSTEM SUPPORT WORKFLOW

FORTÉ follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
  - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
  - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



**SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION**

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

**TIER 1 SERVICES:**

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

**TIER 2 SERVICES:**

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTÉ will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

**TIER 3 SERVICES (available as SSA master number - if included):**

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).

- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality

## PROBLEM MANAGEMENT:

FORTÉ has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL Problem. A problem in this context is the unknown underlying cause of one or more incidents, and a known error is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

## CONTACTS

FORTÉ Service team can be reached by:

- National Support Phone: 800-488-4954
- email: [support@avisystems.com](mailto:support@avisystems.com)
- Portal: Contact your local FORTÉ representative for instructions.

## SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTÉ Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTÉ Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTÉ reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

## UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Detail section of this Agreement.

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Unified Communications Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

## **DIGITAL MEDIA TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. Digital Media Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

## **RSS SERVICES TERMS**

### **1. LICENSED CONTENT**

In addition to any other rights under the Agreement, FORTÉ grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by FORTÉ (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of FORTÉ or its content partners. The customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from FORTÉ in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts, or proprietary interests or cause the material to be displayed on any other medium other than public digital displays.

### **2. WARRANTIES AND DISCLAIMERS**

FORTÉ warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. FORTÉ warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of FORTÉ or any third party.

The Parties acknowledge that in normal industry practice, errors occur, and FORTÉ makes no representations and warranties as to the sequence, completeness, accuracy, and/or reliability of the Service. FORTÉ, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to, the law of defamation) or regulations in any country in which FORTÉ distributes the Service.

IN NO EVENT SHALL FORTÉ OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY FORTÉ OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM FORTÉ.

### **3. SURVIVAL**

The rights and obligations of User, FORTÉ, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

### **4. ARCHIVE RIGHTS**

All archive rights between FORTÉ and Customer terminate upon termination of this Agreement. At that time, the Customer must delete all material received from FORTÉ within ten (10) business days from all on and offline storage.

RSS Services Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

## **PREPAID BLOCK**

### **PREPAID BLOCK DEFINITIONS**

Preventive Maintenance – FORTÉ personnel perform the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – a service whereby remote calls are made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

### **PREPAID BLOCK TERMS**

#### **Labor Hours**

- All labor costs for services rendered will be applied against the contract amount
- Service and support outside of normal business hours (Mon – Fri / 8 am – 5 pm) will be calculated at 1.5 times the actual hours
- Technician travel time for on-site services is calculated portal-to-portal
- Any additional service hours requested beyond the contract amount will be additionally invoiced at the contract rate

#### **Parts, Materials, and Other Expenses**

- At the Customer's option, the Prepaid Block may also be applied against the cost of all parts, materials, and other expenses costs for services provided rendered; or
- Any additional parts, materials, and other expenses services costs beyond will be additionally invoiced

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of the FORTÉ Prepaid Block invoicing date. FORTÉ reserves the right to withhold services until the invoice is paid in full. Subject to any limitation under applicable law, unused Prepaid Blocks expire 24 months after issuance.

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### PRODUCT SUPPORT AGREEMENT TERMS

Term – The term of the agreement is five (5) years from the date of invoice.

Coverage Dates – Unless otherwise noted, the service coverage date will be effective as of the FORTÉ's Support Agreement invoicing date.

Product Registration and Renewability – This agreement is non-renewable, and FORTÉ requires the owner to submit serial numbers of products covered to FORTÉ within 30 days of delivery. FORTÉ will make its commercially reasonable efforts to collect such information in the event of product drop shipping.

Service Obligations – FORTÉ's obligations under this Agreement are limited to providing phone support for problem diagnostics, in-shop maintenance adjustments, break-fix repairs, and part replacements required for the equipment listed above in the Products and Services Detail section, hereto (the "Covered Equipment"). Such service shall be provided during normal FORTÉ business hours, and (a) shall include only maintenance for current manufactured parts and labor required to repair the Covered Equipment which has become defective through normal wear and usage, and (b) shall provide all materials and parts, and (c) is intended to keep the Covered Equipment in good working order during the term of this Agreement, (d) normal turnaround time for Covered Equipment service shall be 10 business days, and (e) does not assure against interruptions in the operation of the Covered Equipment.

Service Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Covered Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Covered Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Covered Equipment service, maintenance, or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Covered Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

General – FORTÉ reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein.

Product Support Agreement Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

# COVER PAGE

## City Council Chambers Technology Upgrade

### City of Leon Valley

6400 El Verde Rd.  
Leon Valley, TX 78238  
(210) 684-1391

Revision: 1  
Modified: 9/15/2025



Presented By:

### Nelco Media

505 Howard St  
San Antonio, TX 78212-5532 US  
210-686-2918  
<https://nelcomedia.net/>





## About Nelco Media

Nelco Media, Inc., founded in 2017 by former NewTek, Inc. executive Philip Nelson, leverages over 30 years of experience in the broadcast industry. With a career spanning two decades at NewTek, Nelson has successfully produced high-profile projects for renowned clients such as Tim McGraw, the San Antonio Spurs, Georgia Pacific, and Phil Robertson's Duck Commander. He also played a pivotal role in working with key strategic accounts, including the NBA, NHL, NFL, Viacom, and Microsoft, helping design live streaming and broadcasting workflows surrounding the TriCaster. Nelson's contributions earned him a Technical Emmy nomination for his work on the TriCaster product.

Nelco Media excels in design and integration, having delivered tailored solutions for prestigious clients, including the Texas House of Representatives, the City of San Antonio, the City of McAllen, and the Catholic Diocese.

## COMPANY PROFILE

At the helm of Nelco Media's engineering team is Mike Tran, a 35-year veteran of Broadcast Audio Visual Integration. Mike's impressive experience includes designing the AV Broadcast systems for the American Forces Network, NFL Network, San Antonio Spurs, and SoFi Stadium.

**80 Nelco Media Labor Rate for 6 Engineer**  
6 engineer per day (10 hrs) for installation/configuration



**2 Nelco Media Programming**  
1 Day System Programming

**5 Nelco Media Travel Expenses for 6 Engineer**  
Travel Expenses



**1 Nelco Media Workflow Commissioning**  
1 Day Workflow Commissioning

**Unassigned Total**

**\$0.00**

\* Price Includes Accessories



**1 AVPro Edge AC-DA18-AUHD-GEN2**  
18Gbps 1x8 HDMI Distribution Amplifier

\$658.35



**6 AVPro Edge AC-MXNET-1G-DV2**  
MXnet 1G Evolution II Decoder

\$5,930.10



**3 AVPro Edge AC-MXNET-1G-EV2WP**  
MXnet 1G Evolution II Wall Plate Encoder

\$3,113.55



**3 AVPro Edge AC-MXNET-1G-EV2WP-CCB**  
Wall Plate cover for changing kit, color Black

\$147.00



**10 Bullet Train AC-BT01-AUHD**  
4K 18Gbps HDMI Cable - 1M

\$158.10



**2 Bullet Train AC-BT03-AUHD**  
4K 18Gbps HDMI Cable - 3M

\$49.02



**4 Bullet Train AC-BT04-AUHD**  
4K 18Gbps HDMI Cable - 4M

\$109.64



**2 Bullet Train AC-BT05-AUHD-26G**  
4K 18Gbps HDMI Cable 26G - 5M

\$63.78

\* Price Includes Accessories



1 **Chief CMA110**  
CMA-110 FLAT CEILING PLATE

\$94.00



1 **Chief CMS0507W**  
ADJ. PIPE 60" TO 84" WHITE

\$262.00



1 **Chief LCB1U**  
CEILING MOUNT B2B LARGE

\$1,220.36 \*



1 Chief CMA110  
CMA-110 FLAT CEILING PLATE



1 Chief CMS0507  
ADJ. PIPE 60" TO 84



1 Chief CSMP9X12  
PROXMOUNT PLATE9X12



1 Middle Atlantic FWD-SIDECLMP-4  
Forward Small Device Mount Side Clamp4 Pack

\* Price Includes Accessories



**1 DSan PRO-2000BT-KIT2**  
 DSan PRO-2000BT-KIT2 wireless Limitimer Conference Kit offers a complete timing solution. It includes the Limitimer Speaker Timer (PRO-2000BT-T), Podium Signal Light (PSL-20V), and wireless Audience Signal Light with 2-inch solid LED digits (ASL2-ND3BT) with tabletop stand.

\$1,861.67



**2 FSR DSKB-2G**  
 2 Gang desktop mounting bracket with 2 1 space IPS opening

\$250.00



**10 FSR SS-BRSH-BLK**  
 Brush Insert for Decora Opening

\$150.00



**1 Konig & Meyer 16075-000-56**  
 16075 Headphone Table Stand, Structured Black

\$37.99



**1 LG Commercial 75UR340C9UD**  
 4K UHD Commercial TV with management software, scheduler and certified Crestron Connected

\$1,467.00



**3 Marshall Electronics CV730-WHN**  
 30X UHD60 NDI PTZ Camera, White

\$9,294.00 \*



3 Marshall Electronics CV-PTZ-WMW  
 Wall Mount for CV730, CV620, and CV612 Series PTZ Cameras (White)



**5 QSC AD-C6T-ZB-WH**  
 6.5" Two-way In-Ceiling Zero-Bezel Speaker - White

\$1,625.00

\* Price Includes Accessories



**1 QSC TSC-101-G3**  
High Definition Touch Screen Controller

\$3,625.00 \*



1 QSC TSC-710T-G3  
Table Top Mounting Accessory For TSC-70-G3 And TSC-101-G3



**1 Radio Design Labs (RDL) AV-NH1**  
Network to Stereo Headphone Amplifier

\$594.26 \*



1 Radio Design Labs (RDL) PS-24AS  
24 Vdc switching power supply, North American AC plug, 500 mA, dc plug



**1 RCI RCI Custome Plates**  
4 Gang Plate for Podium

\$116.02



**1 Shure A412B**  
[OFE] - Desktop base for microflex and easyflex gooseneck microphone



**11 Shure MX418S/N**  
[OFE] - 18" Gooseneck condenser microphone, no cartidge, attached XLR preamp, shock & flange mount, snap-fit foam windscreen, mute switch, LED indicator



**11 Shure R189B**  
Black lobar mini-shotgun condenser cartridge for Microflex (MX) gooseneck and overhead microphone

\$2,123.11 \*

\* Price Includes Accessories



11 Shure A189BWS  
Windscreen for MINI SHOTGUN R189B (Black) cartridge / microphones



**1 Shure SRH440A**  
Professional Studio Headphone, 10 to 22,000 Hz Frequency Response

\$138.00



**1 Sony Professional VPLCH375**  
[OFE] - Compact 3LCD projector, 5000 lumen, 2500:1 contrast ratio, 1920 x 1200 WUXGA resolution



**1 Vaddio 535-2000-300W**  
Drop Pipe Camera Adapter

\$84.60



**11 ViewSonic VA2259-SMH**  
[OFE] - 22" Display, IPS Panel, 1920 x 1080 Resolution

**Council Chambers Total \$33,172.55**

\* Price Includes Accessories



**1 AVPro Edge AC-MXNET-1G-DANTE-DV2**  
MXnet 1G Evolution II Decoder with Dante

\$1,037.85



**2 AVPro Edge AC-MXNET-1G-EV2**  
MXnet 1G Evolution II Encoder

\$1,976.70



**1 AVPro Edge AC-MXNET-CBOX-HA**  
MXnet 1G Control Box

\$542.85



**1 AVPro Edge AC-MXNET-SW24**  
MXnet 1G 24 Port Network Switch

\$3,298.35



**2400 Belden 10GXS33**  
CAT6A 4PRB U/UTP CMP Reel - White

\$1,979.40 \*



60 Platinum Tools 105024  
ezEX44 Connector, bulk, 500 piece/bag



60 Platinum Tools 105101  
RJ45 Boot, 75 Meter Max OD (Outer Diameter) Cable, Black

\* Price Includes Accessories



**20 Belden 4694R 0101000**  
#18 PE/GIFHDLDPPE SH FRPVC - Violet

\$49.40 \*



4 Winchester 2065-10-9  
BNC Plug, 75 Ohm RG6 PVC 3-PC Crimp



**40 Belden 5100UP 010U1000**  
Audio Cable, 2 Conductor 14 AWG, BC, Unshielded, CL17, black, unreel, 1000 feet

\$36.00



**415 Belden 5100UP 010U1000**  
Audio Cable, 2 Conductor 14 AWG, BC, Unshielded, CL17, black, unreel, 1000 feet

\$431.10 \*



10 Neutrik NL4FXX-W-L  
4 pole speakON cable connector



**1650 Belden 9451 0101000**  
[OFE] - Audio Cable, 1 Pair 22 AWG TC, Shielded, Riser - Black Reel 1,000 ft



**95 Belden 9451 0101000**  
Audio Cable, 1 Pair 22 AWG TC, Shielded, Riser - Black Reel 1,000 ft

\$72.90 \*



5 Neutrik NC3MX-BAG  
3 Pin Male XLR Black/Silver Connector

\* Price Includes Accessories



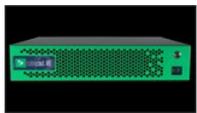
**1 Blonder Tongue 1002613B**  
[OFE] - Drake PEG PLUS with Zixi MPEG-2 or H.264 PEG Channel Encoder



**4 Bullet Train AC-BT01-AUHD** \$63.24  
4K 18Gbps HDMI Cable - 1M



**4 Bullet Train AC-BT03-AUHD** \$98.04  
4K 18Gbps HDMI Cable - 3M



**1 Cablecast VIO Lite**  
[OFE] - Two channel video server configurable as two out or as one encode and one payout. 8TB internal storage (no RAID) and 250GB Solid State system drive.



**1 CyberView DK117-801Ke** \$5,303.33  
1U 4K 17" Rack Mount Monitor Drawer with an Integrated 8-port 4K 60Hz KVM Switch.



**1 Decimator Design 12G-CROSS** \$555.06  
HDMI/SDI 4K Cross Converter With Scaling And Frame Rate Conversion



**1 Epiphan Video Pearl-2 Rackmount** \$10,277.00 \*  
Ultimate All-in-one Live Video Production System



1 Epiphan Video Pearl-2 4K Add-on  
Record And Stream in 4K Addon

\* Price Includes Accessories



**1 Listen Technologies LS-70-072**  
Listen iDSP Prime Level IV stationary RF system (72 MHz) (LT-800 transmitter/LR-4200 receiver included)

\$2,971.00



**4 Lowell Manufacturing CBP-1**  
Rackmount Cable Manager with Brush Strip, Cable Tray, 1U

\$374.40



**17 Lowell Manufacturing SP-1**  
Blank Rackmount Panel with Flange, 18-Gauge Steel, Black Wrinkle Finish, 1U

\$414.80



**3 Lowell Manufacturing USMG-114**  
Rack Utility Shelf w/multi-punch base, front/rear flange, 1U, 14in D, Blk

\$294.60



**1 Middle Atlantic ERK-4425KD-LRD**  
[OFE] - 44Space /25D Kd Stndalone LRD



**2 Middle Atlantic UPX-RLNK-2000R-8**  
NEXSYS UPS Backup Power System

\$8,556.00



**1 Nelco Media Nelco 1RU Logo**  
1 RU Logo Panel



**1 NETGEAR PR460X-111NAS**  
10G/Multi-Gigabit Dual WAN Pro Router with Insight Cloud Management, North America

\$1,232.04

\* Price Includes Accessories



**1 NETGEAR XSM4340CV-100NES**  
36x10G/Multi-Gig PoE++ (280W base, up to 1,760W) and 4xSFP28 25G Managed Switch

\$5,877.00



**1 QSC AD-C6T-ZB-WH**  
6.5" Two-way In-Ceiling Zero-Bezel Speaker - White

\$325.00



**1 QSC CORE24F-NA**  
Q-SYS network + analog I/O processor

\$6,602.66 \*



1 QSC SL-DAN-32-P  
Q-SYS software-based Dante 32x32 Channel License, Perpetual



**1 QSC CX-Q4K8-NA**  
Processing Amplifier

\$6,442.38



**1 QSC UC-MTR-L-NA**  
PROCESSOR, UC-MTR-L-NA, LENOVO 12QT

\$6,566.48



**2 Shure QLXD2/SM58=-G50**  
Handheld Transmitter with SM58 Microphone

\$944.00



**2 Shure QLXD4=-G50**  
Half-Rack, Single Channel Receiver

\$1,358.00

\* Price Includes Accessories



- 1 Shure UA844+SWB/LC**  
[OFE] - Wideband antenna distributor with five push-on DC cable and no antenna cable

<b>Council Chambers: Rack Room Total</b>	<b>\$67,679.58</b>
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**Overflow**



- 1 AVPro Edge AC-MXNET-1G-DV2** \$988.35  
MXnet 1G Evolution II Decoder



- 1 Chief AS3LDP7** \$1,280.00 \*  
Tempo Flat Panel Wall Mount System, PDU Bundle



- 1 Middle Atlantic FWD-SIDECLMP-4  
Forward Small Device Mount Side Clamp4 Pack



- 1 LG Commercial 75UR340C9UD** \$1,467.00  
4K UHD Commercial TV with management software, scheduler and certified Crestron Connected



- 2 QSC AD-C6T-ZB-WH** \$650.00  
6.5" Two-way In-Ceiling Zero-Bezel Speaker - White

<b>Overflow Total</b>	<b>\$4,385.35</b>
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<b>Project Subtotal:</b>	<b>\$105,237.48</b>
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\* Price Includes Accessories

# PROJECT SUMMARY

Equipment:	\$105,237.48
Government Discounts:	(\$3,157.09)
Miscellaneous Parts, Hanging Hardware , Shipping:	\$4,209.50
Labor (98.0820 hrs):	\$69,395.00

**Grand Total: \$175,684.89**

**Client:** Daniel Blystone

**Date:**

**Contractor:** Nelco Media  
TIPS #230105

**Date:**

# SCOPE OF WORK

## City of Leon Valley – City Council Chambers Technology Upgrade

Prepared by Nelco Media, Inc.

### 1. Project Overview

The City of Leon Valley is upgrading the City Council Chambers to enhance audio, video, and presentation capabilities for council meetings, public hearings, and community events. Nelco Media will provide, install, configure, and commission all specified equipment, while also integrating Owner Furnished Equipment (OFE) as identified in the proposal. The upgraded system will provide reliable operation, clear communication, seamless conferencing integration with Microsoft Teams, and dedicated streaming to the City's PEG channel for public broadcast.

### 2. Objectives

- Deliver clear audio reinforcement for councilmembers, staff, and public attendees.
- Provide high-definition video distribution for council display monitors and public viewing areas.
- Enable seamless integration with Microsoft Teams for remote participation.
- Implement a centralized control system for simplified operation by city staff.
- Reuse and integrate OFE as identified by the proposal.
- Provide reliable recording and streaming to the City's PEG channel for community access broadcasts.
- Ensure ADA compliance and reliable recording/archiving of proceedings.

### 3. Scope of Work

#### 3.1 Equipment Procurement

- Displays & Monitors – ViewSonic monitors for councilmember and staff seating.
- Video System Components – Switchers, scalers, and distribution hardware.
- Audio System Components – Shure microphones, amplifiers, speakers, and Q-SYS DSP.
- Control System – Touch panels, controllers, and custom programming.
- Infrastructure – Racks, cabling, power distribution, mounts, and accessories.
- Professional Services – Engineering, installation labor, programming, testing, and commissioning.

#### 3.2 Integration of Owner Furnished Equipment (OFE)

- Integrate OFE items as specifically identified in the proposal.
- Ensure compatibility of OFE with new equipment and programming.
- Provide recommendations to the City of Leon Valley if any OFE requires replacement or upgrade.

#### 3.3 Installation

- Mount and install all new and OFE displays, monitors, and AV equipment.
- Terminate and label all cabling to industry standards.
- Integrate microphones, speakers, amplifiers, and DSP for clear and balanced audio.
- Install video switching and distribution to all endpoints.
- Deploy centralized control interfaces for staff operation.

#### 3.4 Programming & Configuration

- Program the control system for intuitive operation of audio, video, and environmental functions.
- Configure audio DSP for optimal sound quality, echo cancellation, and microphone mixing.
- Configure video switching, scaling, and routing for seamless presentation delivery.
- Implement and test full conferencing integration with Microsoft Teams for hybrid meeting support.
- Epiphan Pearl Integration: Rack-mounted in the central AV rack, fully integrated into Q-SYS control for

operation at the Clerk’s desk. Provide simplified touch panel controls for starting/stopping recordings, initiating live streams, and selecting input sources. Serve as the dedicated encoder for all PEG channel streaming, ensuring reliable broadcast of City Council meetings and public sessions.

3.5 Testing & Commissioning

- Perform system-wide testing of all audio, video, and control functions.
- Verify signal integrity at all endpoints.
- Confirm Microsoft Teams conferencing operation for both local and remote participants.
- Validate PEG channel streaming workflow through the Epiphan Pearl.
- Provide final walkthrough and approval with City representatives.

3.6 Training & Documentation

- Conduct staff training sessions on system operation and troubleshooting.
- Provide system documentation including wiring diagrams, equipment manuals, and programming notes.

4. Responsibilities

Nelco Media

- Provide equipment, installation labor, programming, and commissioning.
- Integrate OFE as identified in the proposal.
- Configure Epiphan Pearl for PEG channel streaming.
- Coordinate with City representatives and contractors as needed.
- Deliver a fully functional and tested AV system.

City of Leon Valley

- Provide access to the facility during installation.
- Provide identified OFE items as outlined in the proposal.
- Ensure adequate electrical power and network infrastructure.
- Approve final equipment placement and user interface layouts.

5. Deliverables

- Fully installed and commissioned City Council Chambers AV system.
- Integration of OFE as identified in the proposal.
- Finalized programming of audio, video, and control systems with Microsoft Teams integration.
- Epiphan Pearl rack configured for local recording and PEG channel streaming, controlled through Q-SYS at the Clerk’s desk.
- Training for staff and ongoing support options.
- Complete as-built documentation package.

6. Schedule

Installation and commissioning will begin upon receipt of all equipment and City approval of the project schedule. Estimated completion will be coordinated with City staff to minimize disruption to scheduled meetings.

# PRODUCT DETAILS

## City Council Chambers Technology Upgrade

### AVPro Edge AC-DA18-AUHD-GEN2



The AC-DA18-AUHD-GEN2 is a part of the first true 18Gbps Distribution Amplifier Family. This is an ideal product on all applications where stable distribution is key. This distribution amplifier can be cascaded for extended distances and additional outputs. Full 18Gbps and HDR support ensures military grade stability even at the highest of bandwidths. Install the distribution amplifier with confidence in your next bar, restaurant, digital signage, commercial or residential install and see the difference.

### AVPro Edge AC-MXNET-1G-DANTE-DV2



AC-MXNET-1G-DANTE-DV2 provides a stream break-out point to pass Dante signals to other Dante-enabled devices, such as Dante-capable DSP Matrix amplifiers or self-powered Dante-equipped speakers. The MXnet Evolution II platform provides system designers with flexible endpoint options while simultaneously consolidating wiring paths. Installations that systematically deploy Dante audio but segregate it to an independent network can now simplify long-haul transport cabling into single destination endpoint routes. Encoded Dante streams are ferried from AC-MXNET-1G-DANTE-EV2 encoders to any AC-MXNET-1G-DANTE-DV2 decoder endpoint, using these as break-out bridges to leapfrog encoded signals closer to additional Dante devices

### AVPro Edge AC-MXNET-1G-DV2



The AC-MXNET-1G-DV2 represents the next step in the evolution of the MXNet AV over IP video distribution ecosystem from AVPro Edge. AC-MXNET-1G-DV2, an Evolution II Decoding / Receiving device, incorporates a newly designed AVPro Edge application-specific integrated circuit (ASIC) that introduces an improved software-based video encoding / decoding engine into the IC for enhanced video processing. Refinements to the IC include support for 4K/60fps 4:4:4 signals (RGB and YCbCr @10- and 12-bit), plus extended audio capabilities to support high bitrate multi-channel formats, including Dolby Atmos and DTS:X for IMAX Enhanced soundtracks. All MXNet first-generation decoder features are retained for use with the AC-MXNET-1G-DV2.

As a member of the AVPro Edge family of AV over IP products, an AC-MXNET-1G-DV2 is the destination endpoint within the MXNet Ecosystem where the signal arrives

### AVPro Edge AC-MXNET-1G-EV2

The AC-MXNET-1G-EV2 represents the next step forward on the evolutionary path of the MXNet Platform encompassing an industry-first, holistically integrated approach to AV over IP video distribution from a solo manufacturer. AVPro Edges exclusive MXNet Platform offers the only proprietary, hyper-optimized AV over IP ecosystem of network-based encoders, decoders and managed switches guided from a centralized control unit by MXNet Mentor, our in-house engineered setup and system utilities management software solution.

AC-MXNET-1G-EV2, an Evolution II Encoding / Transmitting device, incorporates a newly designed AVPro Edge application-specific integrated circuit (ASIC) that introduces an improved software-based video encoding / decoding engine into the IC for enhanced video processing



### AVPro Edge AC-MXNET-1G-EV2WP

The AC-MXNET-1G-EV2WP is an MXnet Evolution II encoder with selectable switching between the HDMI and USB-C inputs, packaged in an elegant, low-profile wall plate. As a wall-plate version of the AC-MXnet-1G EV2, system encoding may now be placed where it is most convenient. A/V signals are converted into precision multicast data packets, routed to any or all system decoders via category cable (CAT-6A is strongly recommended) tethered to an MXnet PoE network switch, which also powers the unit. AC-MXNET-1G-EV2WP multicast encodes HDMI content up to 4K/60 fps, including HDR and Dolby Vision, with 8-, 10-, and 12-bit color depth. It is capable of full chroma subsampling, from RGB to 4:4:4, while supporting all 3D immersive audio formats



### AVPro Edge AC-MXNET-1G-EV2WP-CCB

As a wall-plate version of the AC-MXnet-1G EV2, system encoding may now be placed where it is most convenient. A/V signals are converted into precision multicast data packets, routed to any or all system decoders via category cable (CAT-6A is strongly recommended) tethered to an MXnet PoE network switch, which also powers the unit. AC-MXNET-1G-EV2WP-CCB multicast encodes HDMI content up to 4K/60 fps, including HDR and Dolby Vision, with 8-, 10-, and 12-bit color depth. It is capable of full chroma subsampling, from RGB to 4:4:4, while supporting all 3D immersive audio formats. Proprietary Video and Audio Codecs based on modified M-JEG algorithms manage data in a parsed, flexible manner that minimizes bitrate errors, allocates adequate signal headroom, and optimizes compression for artifact-free, visually lossless image fidelity





### AVPro Edge AC-MXNET-CBOX-HA

The CBOX is the system control component for an MXnet 1G ecosystem and is responsible for setup, control, diagnostics, troubleshooting, and endpoint updating. An AC-MXNET-CBOX-HA is a specially-equipped CBOX featuring a High Availability port tethered to a second, identical AC-MXNET-CBOX-HA. Configuration software in System Utilities provides naming conventions to designate one CBOX as being in a Main/Active operational state while the second CBOX remains in Backup/Standby status. The RJ45 communication interface connecting the two units enables RS-232 heartbeat monitoring, with the backup CBOX checking for the presence of the Active CBOX, launching the standby unit into active mode if, during the repetitive three-second status interval check, the main unit fails to deliver its active RS-232 heartbeat acknowledgment. AVPro Edge developed the AC-MXNET-CBOX-HA for large deployments, which are prohibited from experiencing a single moment of control absence

### AVPro Edge AC-MXNET-SW24



The MXNet 24 Port Network Switch is the center from which all other MXNet Ecosystem platform components revolve. The AC-MXNET-SW24 (and also AC-MXNET-SW48) pack a serious A/V performance punch with the addition of AVPro Edges proprietary design and engineering efforts. This isnt your fathers network switch, and its also not just a simple re-configuration of multicast switch components. The AC-MXNET-SW24 includes a whole new AVPro developed network switch operating system (NOS) designed to reduce multicast processor loads and adds unique AVPro developed Intelligent A/V Processing (IAPV) technologies for more efficient multicast routing. The AC-MXNET-SW24 Network Switch is only one part of the MXNet Ecosystem that includes Encoders, Network Switches, Control Processors, and other various components designed to facilitate the building of a custom A/V distribution system



### Belden 10GXS33

Category 6A Enhanced (625MHz), 4 Bonded-Pairs, U/UTP, Plenum-CMP, Premise Horizontal Cable, 23 AWG Solid Bare Copper Conductors, FEP Teflon Insulation, Patented EquiSpline & EquiBlock Technologies, Ripcord, Flamarrest LS-PVC Jacket, Sequential Markings at 2 Foot/1 Meter Intervals.



### Belden 4694R 0101000

75 Ohm SDI Coax, RG-6, 18 AWG Solid Silvered Copper Conductor, PE Insulation, Foil + 95% Tinned Copper Braid Shield, PVC Jacket, CMR



### Belden 5100UP 010U1000

Commercial Audio Cable, Rated-CL3, 2-14 AWG highly flexible stranded bare copper conductors with PVC insulation, PVC jacket with ripcord



### Belden 9451 0101000

Audio Cable, 1 Pair 22 AWG stranded (7x30) tinned copper pair, polypropylene insulation, Beldfoil® shield, drain, Riser, PVC jacket.



### Bullet Train AC-BT01-AUHD

18Gbps, HDR and Wide Color Gamut are no issue for Bullet Train Premium HDMI cables. Bullet Train allows installers to rest assured that these cables are highly engineered and tested to be a long lasting part of any infrastructure (they are CL3 rated for in wall installations).

When High Dynamic Range (HDR) and Wide Color Gamut (WCG) are required, these are the cables you NEED to be using. Bullet Train was made to provide clients with a reliable, affordable HDMI cable ready for powerful 4K installations. Ensure stable video and audio in new installs with Bullet Train HDMI and feel confident telling your clientele that they are using the best cables on the market.



### Bullet Train AC-BT03-AUHD

18Gbps, HDR and Wide Color Gamut are no issue for Bullet Train Premium HDMI cables. Bullet Train allows installers to rest assured that these cables are highly engineered and tested to be a long lasting part of any infrastructure (they are CL3 rated for in wall installations).

When High Dynamic Range (HDR) and Wide Color Gamut (WCG) are required, these are the cables you NEED to be using. Bullet Train was made to provide clients with a reliable, affordable HDMI cable ready for powerful 4K installations. Ensure stable video and audio in new installs with Bullet Train HDMI and feel confident telling your clientele that they are using the best cables on the market.



### Bullet Train AC-BT04-AUHD

18Gbps, HDR and Wide Color Gamut are no issue for Bullet Train Premium HDMI cables. Bullet Train allows installers to rest assured that these cables are highly engineered and tested to be a long lasting part of any infrastructure (they are CL3 rated for in wall installations).

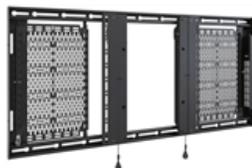
When High Dynamic Range (HDR) and Wide Color Gamut (WCG) are required, these are the cables you NEED to be using. Bullet Train was made to provide clients with a reliable, affordable HDMI cable ready for powerful 4K installations. Ensure stable video and audio in new installs with Bullet Train HDMI and feel confident telling your clientele that they are using the best cables on the market.



### Bullet Train AC-BT05-AUHD-26G

18Gbps, HDR and Wide Color Gamut are no issue for Bullet Train Premium HDMI cables. Bullet Train allows installers to rest assured that these cables are highly engineered and tested to be a long lasting part of any infrastructure (they are CL3 rated for in wall installations).

When High Dynamic Range (HDR) and Wide Color Gamut (WCG) are required, these are the cables you NEED to be using. Bullet Train was made to provide clients with a reliable, affordable HDMI cable ready for powerful 4K installations. Ensure stable video and audio in new installs with Bullet Train HDMI and feel confident telling your clientele that they are using the best cables on the market.



### Chief AS3LDP7

This all-in-one configurable wall mounting system is designed to improve efficiency by streamlining installation workflow. AV professionals can increase productivity and add money to the bottom line with this new system, especially for mass rollouts. Install on any wall and neatly store AV devices with simple, unparalleled service access. Install 2-6 small devices behind the display on integrated Lever Lockstorage panels. The AS3LDP7 ships with a PD-715SC-NSMiddle Atlantic slim profile, 7 outlet, 15A power strip. Tempo Wall Mount System is thoughtfully designed with feedback from installers for faster deployments.

Accelerate AV Installations

One part number, one box, one order!

Ship to site pre-loaded with small devices and cabling.

Save Money

Reduce onsite installation personnel and time.

Minimize last-minute shipping costs of missing parts.

Feature Flexibility

Wall plate and extending interface design facilitates centering display in the right position



### Chief CMS0507W

Save installation time and maximize security with these adjustable columns.



### Chief LCB1U

Chiefs FUSION Flat Panel Ceiling Mounts are installer inspired and offer perfect display positioning and flexible adjustments for large flat panel screens. Great for digital signage installations.



### CyberView DK117-801Ke

1U 4K 17" Rack Mount Monitor Drawer with an Integrated 8-port 4K 60Hz KVM Switch.



### Decimator Design 12G-CROSS

HDMI/SDI 4K Cross Converter With Scaling And Frame Rate Conversion



### DSan PRO-2000BT-KIT2

DSan PRO-2000BT-KIT2 wireless Limitimer Conference Kit offers a complete timing solution. It includes the Limitimer Speaker Timer (PRO-2000BT-T), Podium Signal Light (PSL-20V), and wireless Audience Signal Light with 2-inch solid LED digits (ASL2-ND3BT) with tabletop stand, delivered in a high-quality watertight transit case with custom foam compartments for cabling.



### Epiphan Video Pearl-2 Rackmount

Pearl-2 brings the pro features and processing power required for the most demanding live events including 4K streaming and recording, live switching, NDI support, and chroma keying. Add Epiphan Cloud and you can control Pearl-2 from anywhere to produce broadcast-quality content from a distance.



### FSR DSKB-2G

This black DSKB has a 2 Gang Desktop Mounting Bracket w/ 2 (1) Space IPS Openings. These compact consoles the essential accessory for FSR or any other manufacturers controls, switch panels, keypads, and IPS wall plates. Once mounted to the DSKB, the possibilities are endless. Mounting feet allow for the unit to be free moving and versatile. Mounting holes allow for fixed mounting on virtually any flat surface like a desktop or shelf, so your plates are safe and secure from damage or theft.



### FSR SS-BRSH-BLK

Brush Insert for Decora Opening



**Konig & Meyer 16075-000-56**

Present or store your headphones with this attractive headphone table stand. The black structured surface and the exclusive design provide for perfect stability and high functionality. The stand is ideal for home use and professional studio use as well. The rubber-covered holder protects the headphones from damage. Flat rubber pads ensure that the headphone table stand is slip-resistant.



**LG Commercial 75UR340C9UD**

Up to 10 of these TVs may be purchased direct.



**Listen Technologies LS-70-072**

Offering coverage up to 457.2 m (1,500 ft.), the LS-70 Stationary RF System from Listen Technologies is an ideal way to provide assistive listening in larger venues as quickly as possible. The complete package includes our LT-800-072 Stationary RF transmitter and four of our best-in-class LR-4200-072 iDSP receivers, as well as everything else you need to get set up immediately.

The LS-70 system also includes our LA-381 Intelligent 12-unit charging tray, which provides plenty of capacity for charging, storing, and managing up to twelve (12) receivers. The high-capacity tray allows room for upgrading and expanding your RF system as the demands of your venue grow.

The LS-70 package also includes an assistive listening notification signage kit, cable management unit, log book, disinfecting wipes and more, all in one convenient starter system.



**Lowell Manufacturing CBP-1**

Steel rackmount panel with cable tray and brush strip organizes cables, fitting them between brush bristles to keep dust and contaminants at bay while giving an assist to a rack's thermal management.



**Lowell Manufacturing SP-1**

Blank rackmount panel with flange. Steel with black wrinkle powder epoxy finish. This panel is also available in multi-pack cartons at [www.lowellmfg.com](http://www.lowellmfg.com)



### Lowell Manufacturing USMG-114

Steel utility shelf with multiple mounting holes and slots features a variety of tie-down points to accommodate small devices such as sequencers, remote power control modules, and switching gear. the rear flange features notches to mount an optional power strip.



### Marshall Electronics CV730-WHN

Marshall CV730-BHN PTZ cameras feature 9.2 million-pixel Sony sensors with a long 30x optical zoom range and flexible simultaneous 12GSDI & HDMI outputs along with networkable full-NDI, NDI|HX3, NDI|HX2, IP (HEVC), SRT and other common IP codecs. The crystal-clear UHD (4K) images up to 3840x2160p at 60fps offers a flexible professional camera source to any production. Full NDI delivers the lowest latency, highest quality, frame-accurate video, and audio in real time to IP workflows. NDI5.5 and other NDI|Tools opens the ability to integrate more video devices and applications into your production workflow. Also, ability to Genlock the SDI signals via Black Burst or Tri-Level Sync and optional USB3.0 workflow.



### Middle Atlantic UPX-RLNK-2000R-8

NEXSYS is built on a promise that we've kept for over two decades more than half the life of the company that our power products are designed, engineered, and built for AV. Its one thing to say it, its another thing to prove it. And our NEXSYS Line Interactive UPSs prove it, we promise. They are built with premium components to keep your AV systems running as smoothly as you'd expect.

### Nelco Media Nelco 1RU Logo

1 RU Logo Panel



### NETGEAR PR460X-111NAS

The PR460X 10G/Multi-Gigabit Dual-WAN Pro Router with Insight Remote Cloud Management makes it easy to connect and manage internet traffic between wired devices within a secure network.

Developed for residential and commercial applications, this cutting-edge router is designed to meet high-end client needs who require lightning-fast speeds and exceptional connectivity with remote management capabilities. The Dual-WAN functionality includes failover protection, ensuring uninterrupted internet connectivity for critical applications and services. The sleek, updated form factor of the router is designed for mounting with the ports in the rear, but can be installed reversed with the included rack ears.

The PR460X includes a 4-year Insight Remote Cloud Management subscription, which allows for a simple and stress-free way to remotely configure and manage your network from any location.



### NETGEAR XSM4340CV-100NES

36x10G/Multi-Gig PoE++ (280W base, up to 1,760W) and 4xSFP28 25G Managed Switch



### QSC AD-C6T-ZB-WH

6.5" Two-way ceiling speaker, 70/100V transformer with 16?bypass, zero bezel design, 150 conical DMT coverage, includes C-ring and rails for blind mount installation. Priced individually, sold in pairs. White only. The Q-SYS AcousticDesign AD-C6T-ZB is a 6.5 two-way, zero bezel ceiling loudspeaker ideally suited for a wide variety of foreground and background sound reinforcement applications which utilize 70/100V or 16 bypass configurations. The AcousticDesign Series offers integrators a premium quality installed sound solution where performance, consistent coverage, and aesthetics are paramount. Specifically designed to maintain a consistent tonal characteristic across the entire family in ceiling, surface, and pendant applications, the AcousticDesign Series allows integrators seamless transitions within blended installations. The AD-C6T-ZB features a high quality 6.5 weather treated paper cone woofer with a 1 voice coil and a



### QSC CORE24F-NA

The Q-SYS Core 24f ushers in the next-generation of Q-SYS processing capabilities, delivering a fully integrated audio, video, and control solution that enables a blank canvas to deliver unique experiences across a broad range of application types. Combining the convenience of ample onboard I/O with robust processing and network I/O capacity, the Core 24f can serve a broad range of corporate, higher education, entertainment and hospitality applications requiring in-room processing.



**QSC CX-Q4K8-NA**

8-Channel 500W/CH Q-SYS network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inputs, 100-240v



**QSC TSC-101-G3**

High Definition Touch Screen Controller



**QSC UC-MTR-L-NA**

Q-SYS UC Compute Bundle for Microsoft Teams Rooms includes a Lenovo ThinkSmart Core UC Compute, 10.1" CAT-extended UC Touchscreen Controller w/Link box.



**Radio Design Labs (RDL) AV-NH1**

The AV-NH1 is a headphone amplifier that converts two Dante network audio channels to a stereo headphone output with front-panel level adjustment. The outputs connect through a stereo 3.5 mm Mini-jack or 1/4 (6.35 mm) jack. Each channel provides 100 mW into 100 ohms for a network digital audio level of 0 dBFS. Special software is not required to configure the module. The AV-NH1 is a professional grade product for studio quality fidelity and low noise performance.

The AV-NH1 may be powered from an external 24 Vdc power supply, available separately. The AV-NH1 is equipped to operate from a PoE enabled network switch. The AV-NH1 will reserve power from the switch even while being powered from an external 24 Vdc supply. If PoE power and an external 24 Vdc supply are both feeding an AV-NH1, the unit will run from the external supply and will seamlessly switch over to PoE power upon loss of the external supply



**RCI RCI Custome Plates**

4 Gang Plate for Podium



### Shure QLXD2/SM58--G50

Featuring transparent 24-bit digital audio quality and incredibly efficient RF spectrum usage, the QLXD2 handheld transmitter is ideal for wireless vocals in presentation spaces, music venues, and houses of worship. Easy to use, the QLXD2 quickly syncs with a wireless receiver over IR at the push of a button and maintains clear, uninterrupted signal over its entire 100 m (330 ft.) range. All metal construction ensures durability, and a wide selection of compatible microphone choices offer legendary Shure sound signatures.

### Shure QLXD4--G50

Digital wireless receiver combines professional features with streamlined set-up and operation. Features include Automatic Channel scan, Networked Channel Scan, digital predictive switching, and AES 256 encryption for security.



### Shure R189B

The R189 mini-shotgun microphone cartridge is a highly directional microphone that threads onto all Microflex (MX) gooseneck and overhead microphones, including those used with Microflex Wireless and Microflex Complete. The narrow pickup pattern rejects ambient noise and prevents feedback in rooms with sound reinforcement, making it an ideal choice for noisy conference rooms and live presentations.



### Shure SRH440A

The SRH440A Professional Studio Headphones deliver enhanced detailed frequency response with accurate audio for podcasting, home recording and critical editing/mixing. The consistent and uncolored sound response provides a very accurate representation of recorded audio, making it ideal for capturing talent in a podcast or recording session. The increased isolation, included straight cable and premium materials make it great for video as well.



### Vaddio 535-2000-300W

Easily mount your inverted camera with the Drop Pipe Camera Adapter. The adapter screws onto a 1.5-in. drop pipe like the CMS series from Chief. The adapter comes with two screws in different lengths to account for different camera mounting thread depths.

# CONTRACT

## City Council Chambers Technology Upgrade

### City of Leon Valley

6400 El Verde Rd.  
Leon Valley, TX 78238  
(210) 684-1391

Revision: 1  
Modified: 9/15/2025

Presented By:

### Nelco Media

505 Howard St  
San Antonio, TX 78212-5532 US  
210-686-2918  
<https://nelcomedia.net/>



- A.** The general project description is contained in the attached document and related materials, hereinafter referred to as the "Proposal."
- B.** The specific work to be performed by Nelco Media for the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the Owner for performance (subject to additions or deductions via written change order) shall not exceed the amount specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit is submitted. These payments are subject to construction timelines and the lead times required for the delivery of ordered equipment.
- E.** Payment is due immediately upon invoicing. Any unpaid balance remaining 10 days after invoicing of completed tasks, as outlined in Item D, will bear interest at a rate of 1.5% per month, calculated as simple interest.
- F.** This Proposal expires 30 days after the date stated at the top of this agreement. No work will be scheduled without a deposit and a signed copy of this agreement. All drawings and specifications are contingent upon agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$129 per man, per hour for all extra labor involved in completing the job.
- H.** All high-voltage electrical work will be performed exclusively by a licensed electrician. Nelco Media will ensure that all electrical work involving voltages above 120V is compliant with applicable local codes and regulations. The Owner acknowledges that no high-voltage work will be carried out without the involvement of a licensed professional, and any such work will be billed separately as required by the electrician's fees.
- I.** All drawings and documentation are contingent upon retainer. Since preparing a proposal requires system design and engineering by a professional Systems Integrator, only one version of the proposal will be provided without a retainer. If a second version is required, or if the project is for design and documentation only, a minimum \$400 Design Retainer will be required. This retainer covers up to three additional designs and proposals, as well as one block diagram drawing of the system. For a \$1000 Design Retainer, the client will receive up to three versions, one block diagram drawing, and one basic cabinet audio placement and specification drawing. The retainer covers design and engineering time and is non-refundable.

- I. Nelco Media reserves the right to replace proposed models in the event of obsolescence, discontinuation, or unavailability with a comparable model of equal or greater value upon customer approval. Nelco Media shall not be held responsible or liable for any issues related to the obsolescence, discontinuation, or unavailability of any product {Section}.103.

Payment Schedule	Amount	Billing Date
Initial Deposit	\$87,842.45	
Progress Payment	\$35,136.98	
Progress Payment	\$35,136.98	
Final	\$17,568.48	

**1. Contract Documents and Details**

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Nelco Media is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

**2. Time**

With respect to schedule completion of the tasks in section D, time is of the essence. If Nelco Media is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Nelco Media's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

**3. Payments and Completion**

The above Payment Schedule is a guideline and approximation. Since Nelco Media will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Nelco Media will hold owner harmless with respect to claims of subcontractors and suppliers.

**4. Insurance**

Nelco Media shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

**5. Changes in the Contract**

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. Nelco Media shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

**6. Warranty**

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warrantied equipment serviced though out the life of the said warranty.

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**Client:** Daniel Blystone

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**Date:**

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**Contractor:** Nelco Media  
TIPS #230105

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**Date:**

# Discussion and Possible Action on City Council Chambers Technology Upgrade

Crystal Miranda  
Community Relations Director  
City Council Meeting  
March 3, 2026

# Summary

- Question
  - **City Council is being asked to review and award the City Council Chamber Technology Project.**
- Options
  - Approve the request
  - Denial
  - Other
- Declaration
  - The City Council's Discretion

# Purpose

- To review and consider selecting a vendor to complete the City Council Chamber Technology Upgrade Capital Project.

# Background

- **In August of 2024, the IT Department issued a RFP to upgrade the existing audio-visual equipment in the City Council Chambers.**
  - The City received three proposals by the extended deadline of October 7, 2024.
  - Due to time elapsed and staffing changes, City staff requested updated quotes.
  - Revised proposals better reflect current needs, priorities, and improved pricing.

# Fiscal Impact

Vendor	Quote
San Antonio Sound & Light	\$81,634.00
Nelco Media	\$175,684.89
FORTÉ	\$128,706.15

- The goal is to enhance meeting experience, enable hybrid participation, and ensure reliable streaming for public access.

# Recommendation

- San Antonio Light & Sound (SASL) offers the most cost-effective solution while still delivering a solid AV upgrade.
  - Nelco proposes a full system overhaul; however, it is the highest-cost option.
  - FORTÉ primarily reuses existing equipment, does not replace major components, and is priced higher than SASL.

# Goals

- **Transparency:** To foster a government that is open, transparent, and accountable by ensuring clear communication, ethical decision-making, and active public engagement.
- **Fiscal Responsibility:** To ensure responsible stewardship of public funds by maintaining a balanced budget, optimizing resources, and making strategic financial decisions that promote long-term sustainability.
- **Citizen Involvement:** To actively engage and empower residents by fostering a culture of civic participation, open dialogue, and collaborative decision-making.

## **OUTSTANDING CITY COUNCIL ITEMS**

- **Four-way stop at Forest Meadow and Evers.**
  - To be evaluated upon the development of the Evers property.
  - Will be discussed on 7/13/2024 council retreat
  - Waiting until after the development or until it is added by the city council.
- **Discussion on large capital projects – Possible Bond**
  - Public Works Building
  - ADA requirements
  - Crystal Hills Park
  - Pool
  - Dog Park
  - Library Annex
  - Will be discussed at the council retreat on 7/13/2024
  - This item was briefly discussed and will be brought back to the city council. September 17, 2024, council meeting.
  - Add to the town hall meeting for 2024 discussion
    - It was discussed, but did not go anywhere
  - Will be bringing this back for the 2025 for discussion
  - Added to the 2026 THM
- **Ordinance on Amending the PDD**
  - Scheduled to go to the zoning commission meeting on 4/23/2024
  - The zoning commission tabled the item. Will revisit 5/28/2024
  - Zoning commission revisited on 6/5/2024
  - The Zoning Commission will revisit in September
  - New Planning Zoning Director is working with the City Attorney.
  - Will bring back for discussion on 8/19/25- moved by Mayor
  - Scheduled Discussion 9/2/2025
  - City Manager's draft presented on 10/21/25
    - City Council will provide recommendations and give to the City Manager. Expected to come back on 11/18/25, the item was moved to the 12/2/25 meeting by the Mayor
    - 12/2/2025 City Council decided on the criteria
    - 12/16/2025 more discussion on the ord.
    - Delete this section 2/3/2026 – First read
    - Delete this section 2/17/2026-Second read
- **Recycled Waterline to the LC 17 Section of H & B – March 2026**
- **STR Tax Ord. Amendment**
  - **February 17, 2026, First read**
  - **March 3, 2026, Second Read**
- **Crime Stats for calendar year – March 17, 2026**
- **Police staffing Executive Session – March 17, 2026**
- **THM Meeting Update March 17, 2026**

- **Updating the City Manager Evaluation Form March 17, 2026**
- **Update on ED incentives -April**
- **Joint Mtg with P & Z on Permitted Use table - TBD**

**ITEMS ARE STILL IN THE PIPELINE BUT HAVE BEEN ADDRESSED**

- **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 has decided not to spend the funds on this project at this time.
  - This will be discussed during the town hall meeting update with the council on 4/19/2022.
    - The council would like us to use our future land use map.
  - Establish neighborhood boundaries
  - The council has opted not to update the Master Plan.
  - P & Z Director investigating a university conducting the plan.
  - Boundaries of the neighborhood
  - This has been placed in the FY 2025 budget.
    - The Council has decided to move the \$250,000 to the city's emergency fund.
    - Item was moved back in after there were savings in other areas.
    - Rollover to FY 2026
    - Reviewing RFPs
    - March 17, 2026
- **AV equipment for the Conference Center - Budget Adjustment from ARP Funds**
  - Council meeting 2/1/22 first read.
  - Item amended to get the direction of the scope of work.
  - Will bring the item back after the BID process.
  - Discuss alternatives 5/3/2022.
  - This item could not be purchased out of ARP funds.
- **Flooding**
  - Was addressed at the following Council Meetings.
    - 08/03/2021 – Flood damage prevention Ord. # 21-034.
    - 11/2/2021 – To discuss flood mitigation strategies.
    - 12/07/2021 – Short-Term options to address flooding.
  - Budget Adjustment – For funding floodway monitoring and software upgrades.
    - Upcoming Council presentation 1/18/2022.
  - Budget Adjustment – for creek cleanup.

- Staff is proposing \$150,000 in ARP funds. Upcoming Council meeting TBD.
- Segment one of Huebner Creek will be presented to the Council on 4/19/2022.
  - Council decided to look at the 50' wide, protected little league, the study will be brought back to the Council before we agree to do it.
- Budget adjustment for creek cleanup.
  - 6/7/2022
- Budget adjustment for flood gates and notification system.
  - 6/7/2022 postponed
- Huebner Creek Channel Improvement presentation 9/20/2022.
  - Council direction to bring back budget adjustment on \$633,000.
    - First Read 10/3/2022.
    - Second Read 10/18/2022.
  - 11/21/2023 – PW Director will provide an update and receive direction – Council decided to have a field trip to look at the creek layout TBD.
  - The Council decided to conduct a field trip in the Natural Area
  - 12/6/2023, the Council walked the steaked-out creek realignment
  - 1/16/2023 – The Council will revisit the project.
  - 2/24/2023- the Council will have a workshop to discuss with the engineer.
    - The council directed the engineer to look at a plan that leaves the creek alignment alone, a new tree survey, and build a retaining wall for erosion.
  - 8/6/2024 – budget adjustment will be presented to the council in the amount of \$168,000
  - Second Read on the Budget Adjustment is scheduled for 8/20/2024.
  - After council approval, the following is the timeline:
    - Preliminary Design – 1.5 months (45 days) from NTP
    - Final Design – 3-4 months (90-120 days)
    - Environmental – TBD – 3-6 months and will be concurrent with design
    - Bidding and Construction – TBD based on funding – Not Authorized at this time
    - Approved
  - Chanel bank options 11/19
    - Council decided to proceed with Rip Rap option and have staff proceed with SAWS addressing the exposed recycled water line.
  - The Mayor requested that an item be added to have the engineers mark the trees that would be removed with the projects this item is on 1/17/2024 council meeting to be added for approval
    - City Council did not approve the expending of these funds and also had no objection to continuing the project

- Mayor, City Manager, Mayor Pro Tem and Engineer met with SAWS on 1/30/2025. To see what they would be willing to assist with. The City Manager asked if they would be willing to participate in an alternative that they engineered.
  - On 3/18/25, the city council was asked to choose between the original option, rip rap option, retaining wall option, or erosion. The City council voted to pause the project.
  - Joint meeting with LVHS on 10/18/25
    - A workshop will be given in November by the engineer
    - 11/18 council will discuss changing the date.
    - Council decided to have engineer evaluate the drop wall and the purchase of property.
- **Silo design per request of the adjacent property owner**
  - 5/2/2023 – Moved by CM due to the number of items on the agenda.
  - 5/16/2023 – Scheduled
    - Council Requested outreach to local universities.
    - Melinda is working on quotes.
    - Council removed from FY 26 budget.
    - February 17, 2026 Silo request to Purchase
- **Stray Animal Ordinance**
  - Currently being reviewed by the City Attorney – we cannot require private industry to take in and adopt our stray animals.
  - Looking at a possible interlocal agreement.
  - Staff has met with the county for a long-term solution.
  - On discussion for the retreat- the council had no revisions to the current policy. 7/1/25

### **Completed**

- **Update on LV development – February**
- **Planning and Zoning General Rules 11/18**
  - The council decided to add an Ord. on the 12/16 meeting to have the excuse or unexcused be approved by the body.
  - Second read is 1/20/25 for approval final approval 2/3/26
- **Extending El Verde by 2025 to a 2030 – February 17, 2026 – Completed**
- **Park Veteran Monument- February 17, 2026 -Completed**