



**CITY OF LEON VALLEY
CITY COUNCIL REGULAR MEETING**

Leon Valley City Council Chambers
6400 El Verde Road, Leon Valley, TX 78238
Tuesday, May 02, 2023 at 6:30 PM

AGENDA

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. 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

2. Citizens to be Heard

3. Presentations

1. Presentation of a Proclamation declaring April 30 - May 6, 2023, as Municipal Clerks Week.
2. Presentation, Discussion, and Possible Action to Authorize the City Manager to Enter into negotiations with a Selected Towing Company and to bring back an agreement to City Council to provide Towing and Impound Services for Leon Valley - D. Gonzalez, Police Chief

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

5. City Manager's Report

1. Upcoming Important Events:

Regular City Council Meeting, Tuesday, May 16, 2023, at 6:30 PM, in Council Chambers.

Early Voting at the Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, Monday, May 01, 2023 and Tuesday, May 02, 2023 from 8:00 AM to 8:00 PM.

General & Special Election, Saturday, May 06, 2023, Poll Centers open from 7:00 AM to 7:00 PM. Poll Center locations may be found at <https://www.leonvalleytexas.gov/secretary/page/may-6-2023-early-voting-dates-times-and-locations>

Annual City-Wide Garage Sale, Saturday, May 20, 2023, from 8:00 AM to 6:00 PM.

Leon Valley Pools Open, Saturday, May 27, 2023. Hours of operation for each pool may be found here <https://www.leonvalleytexas.gov/parksrec/page/leon-valley-pools>

Big Rig Petting Zoo, Monday, June 05, 2023, from 10:30 AM - 12:00 PM, at Raymond Rimkus Park.

Miscellaneous other events and announcements.

6. Consent Agenda

1. Discussion and Possible Action Approving of the Following City Council Minutes:
 - a. 04-18-2023 Regular City Council Meeting Minutes
 - b. 04-22-2023 Coffee - "Picnic" with the Mayor and City Council Minutes
2. Discussion and Possible Action Accepting of the Following Board/Commission Minutes:
 - a. 11-02-2022 Citizens Police Advisory Committee Meeting Minutes
 - b. 03-09-2023 Park Commission Meeting Minutes
 - c. 03-09-2023 Library Advisory Committee Meeting Minutes
 - d. 03-20-2023 Economic and Community Development Advisory Committee Meeting Minutes
 - e. 03-28-2023 Planning & Zoning Commission Meeting Minutes
3. Discussion and Possible Action on a Resolution Authorizing the Filing of an Application with the Bexar County Community Development Block Grant Program for Fiscal Year 2023 - D. Dimaline, Assistant Public Works Director
4. Discussion and Possible Action of an Ordinance Amending Ordinance 2022-51, Which Approved Various Budget Adjustments for Carry Over Projects, to Clearly Identify the Funding Sources (1st Read was Held on 04-18-2023) - M. Moritz, Public Works Director
5. Discussion and Possible Action of a Resolution of the City Of Leon Valley, TX., City Council Appointing to the Board of Adjustment - Mayor Chris Riley

7. Regular Agenda

1. Discussion and Possible Action on the Renewal of the Lease Agreement between the City of Leon Valley and Cha Cha's New Gen, LLC Café, Margarita Bania Ruiz for the property at 6417 Evers Road, Leon Valley, TX 78238 - C. Caldera, City Manager

2. Presentation Discussion and Possible Action on Directing the staff to solicit RFPs for a competitive proposal to execute a short-term lease agreement at 6417 Evers Road - Councilor Josh Stevens and Councilor Will Bradshaw
3. Presentation, Discussion, and Possible Action on a Request to Waive Fees for an Amendment to Planned Development District #2022-31 - M. Teague, Planning and Zoning Director
4. Presentation, Discussion, and **Public Hearing** to Consider a Approving a Request to Amend Planned Development District #2022-31 to Amend the Approved Site Plan on a 9.180 Acre Unplatted Parcel of Land Located at the Corner of Evers Road and Seneca Drive, Being P-4A, ABS 530, CB 4432 - (1st Read as Required by City Charter) - M. Teague, Planning and Zoning Director
5. Presentation, Discussion, and Possible Action to Expend Economic and Community Development Funds in the amount not to exceed \$7,250 from Economic and Community Development Funds to modernize SA City Barber Shop with new capital equipment and to hire new barbers. - R. Salinas, Director of Economic Development
6. Presentation, Discussion, and Possible Action to Expend Economic and Community Development Funds in the amount not to exceed \$ 9,321 from Economic and Community Development Funds to modernize the Smash Dance Academy. The grant will purchase outdoor features to create a more welcoming environment, 3M film tint for the windows at the location to reduce the heat inside, and to purchase and install soundproof wall panels to reduce noise escaping into the neighboring businesses. - R. Salinas, Director of Economic Development
7. Presentation, Discussion, and Possible Action to Expend Economic and Community Development Funds in the amount not to exceed \$ 10,000 from Economic and Community Development Funds to modernize the WOT Auto Spa. The grant will purchase updated fixtures, new signage, a new floor plan for better workstations, fresh paint, and to market the shop. - R. Salinas, Director of Economic Development
8. Presentation, Discussion and **Public Hearing** to Consider Approving a Request on a Non-Specified Use Request to Allow the Use "Bar" in the O-1 Office with a Specific Use Permit, and in the B-1 Small Business, B-2 Retail, B-3 Commercial, and I-1 Industrial Zoning Districts without a Specific Use Permit (SUP), to Allow the Use "Entertainment – Indoor" in the B-2 and B-3 Zoning Districts without an SUP, and the Use "Entertainment – Outdoor" to be Allowed in the B-2 and B-3 Zoning Districts without an SUP- (1st Read as Required by City Charter) - R. Salinas, Director of Economic Development
9. Presentation and Discussion on an Ordinance of the City of Leon Valley, TX., City Council, Approving (A) An Increase, Beginning January 01, 2023, In: (1) The General Residence Homestead Exemption in the City for an Individual in an Amount Equal to Twenty Percent (20%) of the Appraised Value of the Residence Homestead or the Statutorily Mandated Minimum of \$5,000; (2) Homestead Property Tax Exemption for Persons 65 Years of Age or Older from \$30,000 to \$50,000; and (3) Homestead Property Tax Exemption for Disabled Persons from \$30,000 to \$50,000; and (B) Amendments to

Chapter 11 of the City of Leon Valley Code of Ordinances to Add Such Exemptions (First Read as Required by City Charter) - Councilor Josh Stevens and Councilor Jed Hefner

8. Citizens to be Heard

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

- 1. 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.**

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

1. Pursuant to Texas Government Code, Chapter 551, Section 551.071 Consultation with Counsel on Legal Matters: To Receive Legal Advice Regarding the Lease Agreement between Ms. Bania Artiaga and the City of Leon Valley

11. Reconvene into Regular Session

12. Possible Action on Issues Discussed in Executive Session If Necessary

13. Adjournment

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

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

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

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

SAUNDRA PASSAILAIGUE, TRMC
City Secretary
APRIL 26, 2023 4:05 PM



Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
April 30 - May 6, 2023

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Chris Riley, Mayor of Leon Valley, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, City Secretary Sandra Passailaigue and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May, 2023

Mayor

Attest: _____

REQUEST FOR PROPOSALS
FOR
TOWING AND IMPOUND SERVICES

City of Leon Valley TX



2023

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CITY OF LEON VALLEY
TOWING AND IMPOUND SERVICES
REQUEST FOR PROPOSALS
PROJECT # 2023- 00

I. INTRODUCTION

The City of Leon Valley is seeking proposals from Respondents to provide vehicle towing and storage services including all accounting and record keeping services required by law for this service. Respondent will also provide any other services described in this Request for Proposal (RFP). The City has a frequent need to tow vehicles from the scene of crashes, vehicles abandoned on a public roadway, vehicles removed as part of code enforcement actions, impounding of vehicles as a result of arrest by the Police Department, and towing of City vehicles on occasion. The Respondent shall comply with the Texas Towing Act as defined by the Texas Occupations Code Chapter 2308, Vehicle Towing. Proposals must be received by Sandra Passailaigue, City Secretary in City Hall no later than March 20, 2023 at 2:00 P.M.

There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be addressed to Sandra Passailaigue, City Secretary at 210-684-1391 ext. 216 or s.pass@leonvalleytexas.gov.

II. SCOPE OF SERVICES REQUIRED

The selected Recipient will be required, at a minimum, to comply with the terms and conditions set forth in this RFP and to operate the Vehicle Storage Facility ("VSF") in compliance with the Texas Towing Act, Texas Transportation Code and all other local, state, and federal laws that apply to the operations of the VSF. The selected Recipient will be required to process all state required records checks and notifications, collect all appropriate fees, process release of vehicles stored at their VSF, establish chain of custody for vehicles used in evidence, and oversee the auctions of abandoned vehicles stored at their VSF. Additionally, the Recipient shall ensure all services provided for vehicles towed on public roadways is performed in compliance with the Texas Towing Act, Texas Transportation Code, and all other applicable local, state, and federal laws. Selected Recipient shall be responsible for providing the following towing and related services.

A. Towing Services

1. Arrival at scene of all calls for service within thirty (30) minutes.
2. Towing, removal, and retrieval of the below to be performed on primary and secondary roadways, and off-road areas in all types of environments and physical conditions:

- a. Tow vehicles under 10,001 lbs. GVW
- b. Tow vehicles between 10,001 and 26,000 lbs. GVW
- c. Tow vehicles over 26,000 lbs. GVW
- d. Tow large tractor rigs
- e. Tow motorcycles
- f. Tow trailers
- g. Winch vehicles
- h. Upright rollovers

3. Recipient shall:

- a. Tow all wrecked vehicles or any other vehicle to its VSF as directed by the Leon Valley Police Department or Leon Valley Fire Department.
- b. Tow all non-wrecked/non-damaged vehicles and/or other vehicles to the Leon Valley Impound Lot as directed by the Leon Valley Police Department.

4. Remove all debris (glass, oil, fuel, vehicle parts etc.) from scene of vehicular crashes.

5. Recipient shall establish a drug testing policy for towing operators in compliance with Sec. 2308.158 of the Texas Occupations Code.

6. Recipient must ensure:

- a. Tow services for the entire City limits.
- b. Operate twenty-four hours a day, seven days a week.
- c. Comply with all local, state, and federal laws.
- d. Deploy properly licensed drivers in accordance with Texas Occupation Code Title 14, Chapter 2308.
- e. Not require, request and/or accept any commission or gratuity of any kind from automobile dealerships, repair facilities/body shops, and/or insurance companies in connection with any City dispatched tow.
- f. Maintain Light and Medium Duty Wreckers to provide safe and efficient wrecker services to the LVPD and the City of Leon Valley which are no more than ten (10) years old.
- g. Maintain Heavy Duty Wreckers and equipment to provide safe and efficient wrecker services to the LVPD and the City of Leon Valley which are no more than fifteen (15) years old.
- h. Make wreckers and special equipment available for inspection when requested by LVPD and/or authorized City personnel.

- i. Complete tire changes, battery jumps, and light duty tows free of charge for all City vehicles.

B. Vehicle Storage

Vehicle storage services to be provided as follows:

1. Maintain knowledge of and comply with all federal, state and City laws and ordinances that pertain to the operation of the VSF.
2. Be knowledgeable of applicable laws relating to vehicle titles and the language of court orders.
3. Be knowledgeable of applicable laws and procedures that pertain to the storage, release, and sale of stored vehicles.
4. Provide fenced and secure storage for a minimum average of thirty vehicles.
5. Segregate all City of Leon Valley vehicles from all other vehicles, and vehicles are to be fully accessible. All vehicles impounded under the authority of the City of Leon Valley are to be fully accessible to all authorized personnel employed by the City.
6. Impound vehicles twenty-four (24) hours a day, seven (7) days a week.
7. Provide the Leon Valley Police Department access to the VSF at all times.
8. Send proper notices in compliance with all laws by certified mail to owners and/or lien holders, as required, of said vehicles within five (5) days of receiving the vehicle at the VSF.
9. Require proper documentation from owner(s) or their representative, to include valid government photo identification card/driver's license, proof of ownership and proof of insurance. Require proof of vehicle owner's authority when releasing vehicle to the owner (s) representative.
10. Cooperate with the City and/or the Leon Valley Police Department with respect to any vehicles to be held and/or impounded and any other aspects of the VSF operations.
11. Coordinate with the Leon Valley Police Department on any and all requests received from other law enforcement agencies related to vehicles impounded by LVPD and/or stored at the VSF.
12. Provide individuals who are attempting to claim vehicles with an escort to the vehicle, when needed, for the purposes of obtaining ownership documentation located inside the vehicle.
13. Verify through the City, Leon Valley Police Department and/or Leon Valley Fire Department a "hold" status prior to allowing access to or releasing vehicles/property in which a "hold" has been placed.
14. Resolve disputes with vehicle owners.

C. Reporting

Provide monthly accounting reports to the City of Leon Valley to include the following:

1. The number of vehicles towed at the request of the City of Leon Valley.
2. The number of City owned vehicles towed.
3. A comprehensive list of vehicles impounded at the request of the City of Leon Valley.
4. Location where vehicles are towed: Recipient's VSF, Leon Valley Impound Lot or other location.

D. Fee Collection

The VSF will be responsible for collection of any and all fees for services provided to include:

1. Provide a number of alternative means for citizens to pay fees to include credit and debits cards.
2. Collect impound fees, notification fees, and storage fees plus taxes in appropriate amounts.
3. Charge no fees to the City of Leon Valley for City vehicles and property that may be placed in the VSF.
4. Charge no fees for vehicles and property placed in the VSF that are subject to seizure, have an active hold as evidence, including vehicles and property the Leon Valley Police Department may direct to be relocated from the VSF.
5. Charge no fees for roadside services provide for City vehicles, to include tire changes and/or removal.
6. Remit all taxes collected in a timely manner to the State, County and City as required.

E. Security

The VSF will be responsible for providing adequate security for vehicles, property, and visitors. The VSF is also responsible for the following:

1. Provide and identify security measures to protect vehicles and property at the VSF.
2. Provide and identify security measures to ensure the safety of all persons visiting the VSF.
3. Complete background checks prior to hiring individuals to be employed at the VSF.

III. Bidding Instructions

All proposals shall be submitted to and all other correspondence shall be directed to the following point of contact:

City of Leon Valley
Attention: Saundra Passailaigue, City Secretary
6400 El Verde Road
Leon Valley, Texas 78238
Phone: 210-684-1391 ext. 216
Fax: 210-684-4476
Email: s.pass@leonvalleytexas.gov

Due Date - All proposals must be received no later than 2:00 P.M. on March 20, 2023. Respondents shall provide five (5) printed and one (1) digital copy on flash drive or email for submission.

Pre-Proposal Meetings: There will be one pre-proposal meeting to discuss the Scope of Service and an opportunity to ask questions of City staff.

Meeting details are as follows:

Pre-Proposal Meeting

Location: Leon Valley City Hall 6400 El Verde, Leon Valley, Texas 78238

Date/Time: March 13, 2023, 2:00 P.M.

Qualified contractors are highly encouraged to attend the pre-proposal meeting.

All proposals become the property of City of Leon Valley upon receipt and will not be returned to the submitter. Any cost or expense incurred by the submitting company that is associated with the preparation or selection process of the proposal shall be borne solely by said company.

Inquiries and Interpretations: Responses to inquiries which directly affect an interpretation or change to this proposal will be issued in writing by the City staff as an addendum and faxed or emailed to all parties recorded by the City as having received a copy of the proposal. All such addenda issued by the City prior to the time proposals are received shall be considered part of the proposal, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposal.

Only those inquiries the City replies to by writing shall be binding. Oral and other interpretations or clarifications will be without legal effect.

IV. Submittal Requirements

The contractor shall have verifiable experience, qualifications, knowledge, and reliably perform the Scope of Services herein described.

A. Description of Services

Provide the following:

1. Description of Towing Services as specified in the Scope of Services Required, Sec. II to include, but not be limited to the following:
 - a. Statement regarding priority of the City of Leon Valley calls and the minimum response time to arrive on scene after notification;
 - b. A description of the size and type of total fleet;
 - c. Statement regarding the minimum number of trucks available at all times, including heavy duty tow trucks and equipment on each truck;
 - d. Statement of plan for accident prevention and protection of employees and public;
 - e. Statement regarding adherence to all applicable laws and ordinances;
 - f. A complete legal and technical description of each truck in Recipient's fleet that will service the City of Leon Valley;
 - g. Statement of agreement to tow abandoned or junked vehicles;
 - h. Statement regarding how accident debris will be removed from an accident location or on any occasion where the Recipient is called out and debris removal is necessitated due to the event; and
 - i. Statement of drug testing policy for towing operators.
2. Description of Vehicle Storage Services as specified in Scope of Services Required, Sec. II to include, but not be limited to the following:
 - a. Description of the physical location of the storage facility, mailing address, and the proximity to the Leon Valley Police Department: 6400 El Verde, Leon Valley, Texas 78238;
 - b. A complete physical description of the storage facility, how the facility is secured, maintenance of the facility, and a schematic drawing of the storage lot indicating the number of slots and the location of those slots for parking of vehicles towed for City of Leon Valley;
 - c. Statement describing the accessibility to the storage facility by the public and City of Leon Valley personnel;
 - d. Statement of hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site; and
 - e. Statement of means for resolving disputes with vehicle owners.
3. Description of Reporting Services as specified in Scope of Services Required, Sec. II to include, but not be limited to the following:
 - a. Statement describing the inventory and record keeping process the Recipient will utilize and the day of each month a report will be submitted to the City; and
 - b. Statement of availability for Police or City Personnel to inspect and audit books, accounts, and records.

4. Description of Fee Collection Services as specified in Scope of Services Required, Sec II to include, but not be limited to the following:
 - a. Statement describing the alternative means for citizens to pay fees;
 - b. Statement describing procedures for collecting impound fees, notification fees, and storage fees plus taxes in appropriate amounts;
 - c. Statement regarding adherence to remitting all taxes collected in a timely manner to the State, County and City as required; and
 - d. Statement regarding remitting collected administrative fees to the City of Leon Valley for each vehicle impounded.
5. Description of Security Services as specified in Scope of Services Required, Sec II to include but not be limited to the following:
 - a. Statement describing security measures to protect stored vehicles and property;
 - b. Statement describing security measures to ensure the safety of all persons visiting the VSF; and
 - c. Statement describing procedures of performing complete background checks prior to hiring individuals to be employed by Recipient.

B. Fee Schedule

1. Respondent must include all expenses related to the services offered. No additional fees will be considered unless they are disclosed and approved in advance by the City of Leon Valley.
2. Respondent will complete and submit Attachment E. "Fee Schedule Worksheet." All costs associated with the scope of services required in reference to Towing Services and Storage must be included.

C. Additional Forms

1. Respondent's submittal shall also include any forms or attachments listed in Attachment H. "Proposal Checklist."

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

V. Criteria for Evaluation and Selection

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The

City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, more than one, or none of the Respondents to provide services.

With the recommendation of the Police and Fire Department Command Staff, the City Manager will evaluate qualifications based on requirements described in this section and make a recommendation for award and selection to City Council based upon which proposal represents the best services to the City. The City Manager, after selection by City Council will begin to negotiate a contract with awarded qualified contractor. The City of Leon Valley reserves the right to reject any or all proposals.

- Towing Services (25%)
- Vehicle Storage Facility/Services (25%)
- Work History (15%)
- Reporting Services (10%)
- Security Services (10%)
- Fee Schedule (10%)
- Fee Collection Services (5%)

VI. AWARD SCHEDULE

Award schedule milestones are as follows. All times are Central Standard Time.

Date	Activity
February 24, 2023	Issue Request for Proposals
March 13, 2023	Pre-proposal Meeting Opportunity
March 13, 2023	Deadline for Questions
March 20, 2023	Submittal Deadline
April 30, 2023	Anticipated Date for Selection

VII. RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

A. Contract Award: The City reserves the right to select one, more than one or no company in response to this proposal. The company, if selected, will be the company whose proposal is considered most advantageous to the City. This proposal does not commit the City to enter into a Contract or, award any services related to this proposal.

In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected company and begin negotiations with another company.

B. Hold Harmless Agreement: THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS

EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

C. Anti-Lobbying Provision: During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

D. Jurisdiction: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Bexar County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Bexar County, Texas

E. Conflict of Interest: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Leon Valley not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An

offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

ATTACHMENT A

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [respondent] must demonstrate to the City's satisfaction that bidder [respondent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies, or authorities. By submission of a bid or proposal in response to this solicitation, bidder [respondent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

b) Criminal Histories. Pending and Resolved, Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [respondent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT B**RESPONDENT'S QUESTIONNAIRE**

1. Respondent Information: Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

Social Security Number or Federal Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship

If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation

If checked, check one: ☐ For-profit ☐ Non-profit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other

If checked list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or for setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

3. Does Respondent expect any mergers, transfer or organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

☐ Yes ☐ No

4. Is Respondent authorized and/or licensed to do business in Texas?

☐ Yes ☐ No If "Yes", list authorizations/licenses:

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

☐ Yes ☐ No If "Yes", respond to (a) and (b) below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office? _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ Yes ☐ No If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

☐ Yes ☐ No If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

☐ Yes ☐ No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, and amount of assets.

10. List here, any other names under which Respondent has operated within the last ten (10) years.

REFERENCES – Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three (3) years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

ATTACHMENT C**LITIGATION DISCLOSURE**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes ☐ No

Have you or any member of your firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Leon Valley or any other federal, state, or local government, or private entity?

☐ Yes ☐ No

Have you or any member of your firm or team to be assigned to this engagement been involved in any claim or litigation with the City of Leon Valley or any other federal, state, or local government, or private entity during the past ten (10) years?

☐ Yes ☐ No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT D

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Leon Valley shall supply the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Leon Valley.

Listed below are the types and amounts of insurance required. The City reserved the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation	Statutory	City to be provided a waiver of subrogation.
2. Employer's Liability	\$100,000 each accident	
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability	\$1,000,000 each occurrence; \$1,000,000 general aggregate; OR \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best of A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

***If applicable**

ATTACHMENT E**FEE SCHEDULE WORKSHEET**

Fee schedule for towing and other associated fees applicable to the removal and storage, of wrecked, junked, and impounded vehicles or other equipment:

1. Vehicle weight 10,001 lbs. GVW or less	\$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	\$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW	\$ _____ per vehicle
4. Motorcycles	\$ _____ per motorcycle
5. Trailers	\$ _____ per trailer
6. Use of dollies or car carriers	\$ _____ per dollies/carrier
7. Mileage charges	\$ _____ per City vehicle after _____ miles
8. Charge for labor – per hour (Pro-rated on ½ hour increments)	\$ _____ per hour
9. Storage fee	\$ _____ per vehicle
10. Impound fee	\$ _____ per vehicle
11. Storage fee for Leon Valley P.D. “hold” vehicles Until the day hold is released by the Department	\$ _____ per day
12. Owner/lien holder notification fee in compliance with VSF statutes	\$ _____ per each
13. Storage fee for large vehicles (vehicles with more than three axles or vehicles with trailer in tandem)	\$ _____ per day
14. Winching service	\$ _____ per service
15. Rollovers	\$ _____ per rollover
16. Any other applicable fees or discounts offered by the vendor not described in this section	\$ _____ per \$ _____ per \$ _____ per

Fee schedule for towing City-owned vehicles:

1. Vehicle weight 10,001 lbs. GVW or less	\$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	\$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW	\$ _____ per vehicle
4. Trailers	\$ _____ per trailer
5. Any other applicable fees or discounts offered by the vendor not described in this section	\$ _____ per \$ _____ per \$ _____ per

ATTACHMENT F**WORK HISTORY WORKSHEET**

Provide information as it applies to the work history of the vendor and in response to the items on this worksheet.

1. Total number of tows executed over the past five years: _____
2. Total number of chargeable fleet accidents/crashes over the past five years: _____
3. List of all contractual accounts' services over the past five years including:

Name of Account	Dates of Service	Contact Name	Contact Telephone

(Attach additional page(s) if more space is needed)

4. List of all drivers that will be operating vendor's equipment for the City of Leon Valley including:

Name of Driver	Level of Certification	Years with Vendor

(Attach additional page(s) if more space is needed)

****Note: The City of Leon Valley reserves the right to request additional information for the purpose of conducting further investigation of driver history.***

ATTACHMENT G
VENDOR ACKNOWLEDGEMENT FORM

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices/fees contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices/fees are extended at the price/fee offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone, and Fax of Majority _____

Owner of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized
Representative: _____
Signature Date

Printed Name _____

ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Respondent Questionnaire (RFP Attachment B)	
Litigation Disclosure (RFP Attachment C)	
Proof of Insurability (Letter and Copy of Current Certificate of Experience, Background, Qualifications	
Proposed Services	
Fee Schedule Worksheet (RFP Attachment E)	
Work History Worksheet (RFP Attachment F)	
*Conflict of Interest Questionnaire (Refer to RFP Sec. VII(E))	
*Vendor Acknowledgement Form (RFP Attachment G)	
Proposal Checklist (RFP Attachment H)	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

MAYOR AND COUNCIL COMMUNICATION

DATE: April 4, 2023

TO: Mayor and Council

FROM: David Gonzalez, Police Chief

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion and Possible Action on the result of a Request for Proposals for Towing and Impound Services for Leon Valley.

SPONSOR(S): N/A

PURPOSE

The purpose of this presentation is to inform the Leon Valley City Council about the responses to the Request for Proposals for Towing and Impound Services for Leon Valley, the review of proposals by the committee, and the possible execution of a contract for Towing and Impound Services.

SEE LEON VALLEY

Social – Having a contractor for Towing and Impound Services ensures that residents, visitors, and staff in Leon Valley enjoy on-time, professional and responsive services provided by the selected contractor.

Economic – Having a contractor provide services ensures the best service and value for Leon Valley residents, visitors, and staff.

Environmental – N/A

FISCAL IMPACT

N/A

RECOMMENDATION

City Council's Discretion

Towing and Impound Services

Crystal Caldera, PhD
City Manager
City Council Meeting
May 2 2023

Background

- Leon Valley renewed its Municipal Wrecker Services Agreement with Banis Towing on May 16, 2017
- The Agreement expired on April 30, 2023
- A Request for Proposals for Towing and Impound Services was announced on February 24, 2023
- The deadline for RFPs was March 20, 2023
- A five-member committee selected for RFP review

Background

- Committee members:
 1. Mike Tacquard, LVPD Assistant Chief
 2. Kasey Burleson, LVPD Patrol Lieutenant
 3. Eric Burnside, LVFD Assistant Chief
 4. Justin Garcia, LVFD Deputy Fire Marshall
 5. Sandra Passailaigue, City Secretary
- The committee reviewed the RFPs and ranked the proposals on March 23, 2023

Background

- The Committee members reviewed **Towing Service – 25%**:
 - Priority of the City of Leon Valley calls and the minimum response time to arrive on scene after notification
 - Size and type of total fleet
 - The minimum number of trucks available at all times, including heavy-duty tow trucks and equipment on each truck
 - Their plan for accident prevention and protection of employees and public
 - Their statement on adherence to all applicable laws and ordinances
 - Their complete legal and technical description of each truck in Recipient's fleet that will service the City of Leon Valley
 - How accident debris will be removed from an accident location or on any occasion where the Recipient is called out and debris removal is necessitated due to the event
 - Drug testing policy for towing operators

Background

- The Committee members reviewed **Vehicle Storage Facility/ Services– 25%:**
 - Physical description of the storage facility and location,
 - how the facility is secured,
 - maintenance of the facility,
 - and a schematic drawing of the storage lot indicating the number of slots and the location of those slots for parking of vehicles towed for City of Leon Valley;
 - The accessibility to the storage facility by the public and City of Leon Valley personnel
 - Hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site
 - Method for resolving disputes with vehicle owners

Background

- The Committee members reviewed **Reporting Service** – 10%:
 - Their inventory
 - record-keeping process
 - when a report will be submitted to the city
 - The availability for Police or City Personnel to inspect and audit books, accounts, and records.

Background

- The Committee members reviewed **Fee Collection**— 5%:
 - Any alternative means for citizens to pay
 - procedures for collecting impound fees, notification fees, and storage fees plus taxes in appropriate amounts
 - adherence to remitting all taxes collected in a timely manner to the State, County and City as required
 - Remitting collected administrative fees to the City of Leon Valley for each vehicle impounded

Background

- The Committee members reviewed **Security Services** – 10%:
 - Security measures to protect stored vehicles and property
 - Security measures to ensure the safety of all persons visiting the VSF
 - Procedures of performing complete background checks prior to hiring individuals to be employed by Recipient
- The Committee members reviewed **Work History**– 15%:
 - How long has the company been in service and work experience of the drivers
- The Committee members reviewed **Fee Schedule**– 10%:

Administrative Assessment

- According to the proposals here is an evaluation

Items	Banis	Ridgeway
Availability	24/7/365	24/7/365
Work History	41 years	11 years
Response Time Guarantee	30 Minutes	30 Minutes
Equipment	Same but heavy duty truck is newer 2022	Same heavy duty truck 2017
Storage Facility	No inside storage	Some inside storage
Storage	24/7	6am – 6 pm
City Vehicle Tows	No Charge	No Charge

Typical Towing Cost

Towing Location	Banis	Ridgeway
Towing to the COLV	\$95	\$145
Towing to their location	\$285-no other city fees \$3 – per mile \$20-storage fee \$20-impound fee \$0 -Other fees	\$145-No other city fees \$4-\$7-per mile \$21.03-storage fee \$21.03-impound fee \$55 – other fees (per service call)
LV vehicles on hold	\$0	\$21.03 per day

* Banis also pays \$15 for every tow to the city. The city averages about \$3500 a year - Texas Occupations Code § 2308.201. Tow Truck Regulation by Political Subdivisions. This is a regulation for towing companies within your subdivision.

Towing Stats

DATE	10/10/2021 10/26/2021 11/7/2021 11/21/2021 12/5/2021 12/19/2021 1/2/2022 01/09/2022 Special Report 1/23/2022 2/6/2022 2/20/2022 3/6/2022 3/20/2022 4/3/2022 4/17/2022 5/1/2022 5/15/2022 5/29/2022 6/12/2022 6/26/2022 7/10/2022 7/24/2022 8/7/2022 8/21/2022 9/4/2022 9/18/2022 TOTAL																										
TRAFFIC UNIT																											
Moving Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Moving Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Warning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VCO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PATROL UNIT																											
Moving Violations	105	97	173	138	118	109	80	42	92	57	33	152	172	137	132	157	89	95	99	132	75	82	25	55	46	85	2550
Non-Moving Violations	9	113	12	24	10	15	6	5	8	4	8	42	36	17	18	19	26	33	33	23	14	11	10	20	7	35	538
Warning	41	97	80	68	40	35	38	14	25	24	14	53	48	42	37	53	35	57	50	41	26	14	37	52	25	54	1101
VCO	3	10	1	5	3	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	23
IMPOUND LOT																											
Vehicles Impounded	21	20	20	39	10	18	13	6	19	17	19	17	18	24	24	22	35	28	24	14	14	16	12	22	12	34	518
REASON																											
Traffic	8	3	7	17	1	8	6	2	0	4	5	4	3	12	11	11	13	16	9	4	9	3	5	7	4	6	180
Arrest	2	6	3	3	1	2	2	2	2	3	1	3	2	3	3	3	0	4	2	2	3	1	5	1	2	64	
VCO	0	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	5	
Other	1	1	0	1	3	1	2	1	0	0	2	2	3	1	2	3	2	3	1	1	0	0	1	0	1	3	35
Towed for Evidence	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	1	0	0	0	5
Basis	12	10	10	15	5	6	3	1	10	10	11	7	9	8	8	5	19	9	12	7	3	8	3	10	6	22	229

DATE	10/2/2021	10/16/2021	10/30/2021	11/13/2021	11/27/2021	12/11/2021	12/25/2021	1/8/2022	1/22/2022	2/5/2022	2/19/2022	3/5/2022	3/19/2022	4/2/2022	4/16/2022	4/30/2022	5/14/2022	5/28/2022	6/11/2022	6/25/2022	7/9/2022	7/23/2022	8/6/2022	8/20/2022	9/3/2022	9/17/2022	TOTAL
TRAFFIC UNIT																											
Moving Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Moving Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Warning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VCO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PATROL UNIT																											
Moving Violations	128	151	158	93	54	135	116	94	194	124	168	128	88	0	0	0	0	0	0	0	0	0	0	0	0	0	1631
Non-Moving Violations	15	11	31	19	39	20	19	25	29	32	37	55	12	0	0	0	0	0	0	0	0	0	0	0	0	0	318
Warning	43	77	69	95	40	70	100	73	118	125	200	168	102	0	0	0	0	0	0	0	0	0	0	0	0	0	1280
VCO	2	1	0	4	4	0	1	0	1	5	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
IMPOUND LOT																											
Vehicles Impounded	29	31	22	23	23	25	17	28	26	20	34	23	31	0	0	0	0	0	0	0	0	0	0	0	0	0	314
REASON																											
Traffic	11	9	9	8	5	3	3	4	5	8	14	7	3	0	0	0	0	0	0	0	0	0	0	0	0	0	88
Arrest	1	2	2	5	1	4	2	2	6	0	8	9	4	0	0	0	0	0	0	0	0	0	0	0	0	0	46
VCO	3	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Other	3	4	2	2	4	4	2	5	4	3	0	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	42
Towed for Evidence	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Banks	11	14	9	7	11	15	30	17	11	9	12	6	18	0	0	0	0	0	0	0	0	0	0	0	0	0	150

BID TABULATION FORM

Fees to Tow to their site

{Section}.32.

RFP 23-02

TOWING AND IMPOUND SERVICES

3/20/2023 at 2:00
City of Leon Valley Council
Chambers

Bidder's Name	Bidder's Tax ID Number	Bid Price
Banis Towing	74-2315272	\$285.00

Criteria for Evaluation and Selection
Towing Services
Vehicle Storage Facility Services
Work History
Reporting Services
Security Services
Fee Schedule
Fee Collection Services

Possible Max Score
25%
25%
15%
10%
10%
10%
5%

Score Given
24%
25%
15%
10%
10%
9%
5%
Total Score: 98%

Bidder's Name	Bidder's Tax ID Number	Bid Price
TxTow Corp. DBA Texas Towing	04-3648509	\$260.00

Criteria for Evaluation and Selection
Towing Services
Vehicle Storage Facility Services
Work History
Reporting Services
Security Services
Fee Schedule
Fee Collection Services

Possible Max Score
25%
25%
15%
10%
10%
10%
5%

Score Given
18%
16%
7%
10%
6%
9%
4%
Total Score: 70%

Bidder's Name	Bidder's Tax ID Number	Bid Price
Ridgeway Towing	45-5298645	\$145.00

Criteria for Evaluation and Selection
Towing Services
Vehicle Storage Facility Services
Work History
Reporting Services
Security Services
Fee Schedule
Fee Collection Services

Possible Max Score
25%
25%
15%
10%
10%
10%
5%

Score Given
25%
25%
10%
10%
10%
9%
5%
Total Score: 94%

Recommendation

- City Council's Discretion

S.E.E. Statement

Social Equity – Having a contractor for Towing and Impound Services ensures that residents, visitors, and staff in Leon Valley enjoy on-time, professional and responsive services provided by the selected contractor

Economic Development- Having a contractor provide services ensures the best service and value for Leon Valley residents, visitors, and staff

Environmental Stewardship –N/A



**CITY OF LEON VALLEY
CITY COUNCIL REGULAR MEETING**
Leon Valley City Council Chambers
6400 El Verde Road, Leon Valley, TX 78238
Tuesday, April 18, 2023 at 6:00 PM

MINUTES

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

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

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

PRESENT

Mayor Chris Riley
Council Place 1 Benny Martinez
Council Place 2 Josh Stevens
Council Place 3 Jed Hefner
Mayor Pro Tem, Council Place 4 Rey Orozco
Council Place 5 Will Bradshaw (*Arrived at 8:43 PM*)

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

Mayor Riley announced the Councilor Will Bradshaw has been delayed at work but will hopefully join the meeting later.

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

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

Mayor Riley read aloud the agenda caption for Item 2.1.

The City Council went into Executive Session at 6:02 PM

1. Section 551.071: Consultation with the Attorney Regarding Pending or Contemplated Litigation, or Settlement Offer, or on a Matter in which the Duty of the Attorney to the Governmental Body Under the Texas Disciplinary Rules of

Professional Conduct of the State Bar of Texas Clearly Conflicts with the Texas Open Meetings Act, Re: City of Leon Valley v. 5622 Equity DE LLC, a Delaware Limited Liability Company D/B/A Vista Del Rey Apartments Located at 5622 Evers Road

3. Reconvene into Regular Session

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

4. Citizens to be Heard

Those who spoke at this time were: Tina Chasan (Leon Valley); and Mark Bird (Leon Valley)

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

A motion was made by Councilor Jed Hefner to authorize the City Manager to enter into the settlement of Cause No. 2022-CI-14895; and to authorize the Mayor to sign on behalf of the City Council. The motion was seconded by Councilor Rey Orozco. The motion passed.

Voting Yea: Council Place 1 Martinez, Council Place 2 Stevens, Council Place 3 Hefner, Mayor Pro Tem, Council Place 4 Orozco. Council Place 5 Bradshaw was absent.

Mayor Chris Riley took this moment to ask members of City Council for any objections to moving agenda item 10.2 up to follow the VIA presentation. There were no objections.

6. Presentations

1. Presentation, Discussion, and Possible Action on VIA Ridership and MTA .005 of Sales Tax - Councilor Jed Hefner and Councilor Josh Stevens

John Herrera, Senior Vice President of VIA gave a brief presentation responding to questions from City Council at the meeting in February.

Tom Marks, Chief External and Governmental Relations Officer, and the Director of Service Planning and Scheduling for VIA was also present.

A motion was made by Councilor Benny Martinez to table this item indefinitely. The motion was seconded by Councilor Rey Orozco.

Councilor Benny Martinez amended his motion removing the word "indefinably".

Councilor Benny Martinez withdrew his motion; and Councilor Rey Orozco withdrew his second.

No action was taken on this item.

2. Presentation, Discussion, and Possible Action on Selection of an Insurance Agent of Record and Authorizing the City Manager to Enter into an Agreement with the Selected Agent - L. Hernandez, Human Resources Director

Lisa Hernandez, Human Resource Director presented the item seeking City Council consideration in the selection of an Insurance Agent of Record and Authorizing the City Manager to Enter into an Agreement with the Selected Agent.

Scott Gibbs, Senior Vice-President and Alicia Dominich, Senior Account Executive of McGriff gave a brief presentation on their services.

A motion was made by Councilor Jed Hefner to proceed with Gallagher and to authorize the city manager to enter into a three-year contract. The motion was seconded by Councilor Josh Stevens. The motion passed.

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

Those who spoke on this item were: Philip Campos (Leon Valley)

3. Presentation, Discussion, and Direction to Staff on Possible Household Hazardous Waste Disposal Program - M. Moritz, Public Works Director

Melinda Moritz, Public Works Director presented a possible Household Hazardous Waste Disposal Program.

Those who spoke on this item were: Pat Martinez (Leon Valley)

4. Discussion and Possible Action of the Monthly Financial Report for the Month Ended March 31, 2023 - C. Goering, Finance Director

Carol Goering, Finance Director presented the Monthly Financial Report ending March 31, 2023.

5. Presentation, Discussion and Possible Direction on the American Rescue Plan Funds - Dr. Caldera, City Manager

Crystal Caldera, City Manager gave a presentation seeking direction from City Council on the American Rescue Plan Funds.

City Manager Caldera recommends funds be allocated for a fire truck, ambulance, and a generator. The balance would be determined at a later date.

A motion was made by Councilor Rey Orozco to proceed with City Manager Caldera's recommendation. The motion was seconded by Councilor Benny Martinez. The motion passed.

Voting Yea: Council Place 1 Martinez, Council Place 3 Hefner, Mayor Pro Tem, Council Place 4 Orozco

Voting Nay: Council Place 2 Stevens

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

Announcements were made by Mayor Riley and Council Members.

8. City Manager's Report

Crystal Caldera, City Manager reminded everyone that the City Manager's Report was printed and available on the table in the foyer, as well as posted on the website. City Manager Caldera congratulated Saundra Passailaigue, City Secretary for receiving the Texas Municipal Clerks Association's Municipal Clerk's Office Achievement of Excellence Award. City Secretary Passailaigue was also nominated by the local Chapter for Municipal Clerk of the Year.

1. Upcoming Important Events:

Regular City Council Meeting, Tuesday, May 02, 2023, at 6:30 PM, in Council Chambers.

Library Volunteer Appreciation Party, Wednesday, April 26, 2023, from 5:00 PM to 7:00 PM, at the Library.

Picnic with the Mayor & City Council, Saturday, April 22, 2023, from 11:00 AM to 1:00 PM, in the "grassy" area at the Conference Center.

Early Voting at the Leon Valley Conference Center, 6421 Evers Road, Texas, 78238, Monday, April 24, 2023 through Thursday, April 27, 2023 from 8:00 AM to 6:00 PM; Friday, April 28, 2023 – Closed; Saturday, April 29, 2023 from 8:00 AM to 8:00 PM; Sunday, April 30, 2023 - Closed; and Monday, May 01, 2023 and Tuesday, May 02, 2023 from 8:00 AM to 8:00 PM.

Annual City-Wide Garage Sale, Saturday, May 20, 2023, from 8:00 AM to 6:00 PM.

Big Rig Petting Zoo, Monday, June 05, 2023, from 10:30 AM - 12:00 PM, at Raymond Rimkus Park.

Miscellaneous other events and announcements.

9. Consent Agenda

Councilor Jed Hefner asked to pull Consent Agenda Item 9.7 to be discussed; and motioned to approve the remaining Consent Agenda items as presented. The motion was seconded by Councilor Josh Stevens. The motion passed.

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

1. **Discussion and Possible Action Approving of the Following City Council Minutes:**
 - a. **04-04-2023 Regular City Council Meeting Minutes**
2. **Discussion and Possible Action Accepting of the Following Board/Commission Minutes:**
 - a. **01-30-2023 Economic and Community Development Advisory Committee Meeting Minutes**
 - b. **02-28-2023 Planning & Zoning Commission Meeting Minutes**
 - c. **03-08-2023 Earthwise Living Committee Meeting Minutes**
3. **Discussion and Possible Action of a Resolution of the City Of Leon Valley, TX., City Council Appointing Members to the Various City Committees - Mayor Chris Riley**
4. **Discussion and Possible Action on an Ordinance Authorizing a Zoning Change From R-2 Two Family Dwelling to R-1 Single Family Dwelling District on Two Lots, Being Lots 19 and 20, Blk 8, CB 4432C, Being 0.266 and 0.2204 Acres of Land, in the Grass Valley Subdivision Unit #1, Located at 6602 & 6608 Peachtree (1st Read was Held on 04-04-2023) - M. Teague, Planning and Zoning Director**
5. **Discussion and Possible Action of the Quarterly Investment Report for the Quarter Ended March 31, 2023 - C. Goering, Finance Director**
6. **Presentation, Discussion and Direction on a Possible Ordinance Prescribing Advisory Committee Procedures under the Open Meetings Act and providing a provision for committee member removal (1st Reading was Held on 4-4-2023) - Dr. Caldera, City Manager**
7. **Presentation, Discussion, and Possible Action to Amend the Employee's Mission Square 457(b) Deferred Compensation Retirement Plan to Permit Loans (Dr. Caldera, City Manager)**

Crystal Caldera, City Manager presented this item for City Council consideration of an amendment to the Employee's Mission Square 457(b) Deferred Compensation Retirement Plan to allow employees to borrow against their own money. The City does not contribute to these funds; it is 100% funded by the employee. This is just an additional benefit to the employees.

A motion was made by Councilor Benny Martinez to approve the item as presented. The motion was seconded by Councilor Jed Hefner. The motion passed.

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

10. Regular Agenda

- 1. Presentation and Discussion to Consider Approval of an Ordinance Amending Ordinance 2022-51, Which Approved Various Budget Adjustments for FY 2022-23 Carry Over Projects, To Clearly Identify the Funding Sources (1st Read as Required by City Charter) - M. Moritz, Public Works Director**

Melinda Moritz, Public Works Director presented this item as a "housekeeping item" to amend Ordinance 2022-51, which approved various budget adjustments for FY 2022-23 Carry Over Projects, to clearly Identify the Funding Sources.

This item will be brought back for a second read on the next Consent Agenda.

- 2. Presentation, Discussion and Possible Action on a Resolution Authorizing the City Manager to enter into an Agreement between the City of Leon Valley and Leon Valley and Petland of Leon Valley, to Intake, House, and Adopt Dogs - R. Salinas, Director of Economic Development**

Crystal Caldera, City Manager presented a resolution authorizing the City Manager to enter into an agreement between the City of Leon Valley and Leon Valley and Petland of Leon Valley, to intake, house, and adopt dogs.

Roque Salinas , Economic Development Director was present for questions.

Councilor Josh Stevens requested a six-month presentation to follow-up on the program.

A motion was made by Councilor Will Bradshaw to approve the item as presented. The motion was seconded by Councilor Josh Stevens.

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

11. Citizens to be Heard

None

- 12. Requests from Members of City Council to Add Items to Future Agendas – Per Section 3.10 (A) of the City of Leon Valley's Code of Ordinances, at a meeting of City Council, a member of City Council may place an item on an agenda by making a motion to place the item on a future agenda and receiving a second. No discussion shall occur at the meeting regarding the placement of the item on a future agenda.**

Councilor Benny Martinez requested an item be placed on the next agenda to discuss Cha Cha's New Gen Café. Councilor Will Bradshaw seconded.

Councilor Josh Stevens requested an item be placed on the next agenda for discussion and action on a resolution/ordinance authorizing an increase to the Resident's Homestead Exemption to fifteen percent (15%). Councilor Jed Hefner seconded.

13. Adjournment

Mayor Riley announced that the meeting adjourned at 9:15 PM

These minutes approved by the Leon Valley City Council on the 2nd of May, 2023.

APPROVED

CHRIS RILEY
MAYOR

ATTEST: _____
SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY



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

Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas 78240
Saturday, April 22, 2023 at 11:00 AM

MINUTES

1. Call to Order; Determine a Quorum is Present

PRESENT

Mayor Chris Riley
Council Place 1 Benny Martinez
Council Place 2 Josh Stevens
Council Place 3 Jed Hefner
Council Place 5 Will Bradshaw

EXCUSED

Mayor Pro Tem, Council Place 4 Rey Orozco

Mayor Chris Riley welcomed everyone to the "Picnic with the Mayor and City Council" and introduced Members of City Council and Staff.

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

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

3. Citizens to be Heard

Linda Meffert, Vice-Chair of the Earthwise Living Committee introduced committee members that were present and spoke about Earth Day.

4. Presentations

There was a brief discussion about VIA and then door prizes were distributed.

5. Adjournment

Mayor Riley announced that the meeting adjourned at 12:00 PM

These minutes approved by the Leon Valley City Council on the 2nd of May, 2023.

APPROVED

CHRIS RILEY
MAYOR

ATTEST: _____
SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

DRAFT



**CITY OF LEON VALLEY
CITIZEN POLICE ADVISORY COMMITTEE**
Conference Center
6400 El Verde Rd, Leon Valley, Texas 78238
Wednesday, November 2, 2022, at 6:30 p.m.

MINUTES

The Citizen Police Advisory Committee met on the 2nd day of November 2022, at the Leon Valley Conference Center located at 6400 El Verde Rd, Leon Valley, Texas 78238 for the purpose of the following business:

Agenda Item #1 Call to Order and Announcement of a Quorum

Erick Matta called the Police Advisory Committee Meeting to order at 6:37 p.m.

Erick Matta asked that the minutes reflect that the following members of the Citizen Police Advisory Committee were present: Michelle Rawls, Betty Heyl, Erick Matta, Tom Nolan, Manuel Rubio, Darby Riley, James Brandenburg and John Saenz.

Councilman Rey Orozco, LT-Lieutenant Burleson, CM- City Manager Crystal Caldera were present.

Agenda Item #2 Discussion and Possible Action on the Approval of the Following minutes: 1st and 2nd were received, and the committee voted approved by the committee unanimously.

- a) May 18, 2022, and
- b) August 31, 2022: Following Citizens Police Advisory Committee Meeting Minutes

Agenda Item #3 Discussion regarding the establishment of rules governing the decorum for the CPAC committee:

1st and 2nd were received and the committee vote: Rules of Decorum to be adopted and copy Ordinance No 2019-48, unanimous vote.

Agenda Item #4 Discussion regarding the creation of a subcommittee for in-house training oversight.

Lt. Burleson noted that the department is not ready yet to move forward. It has been noted that the committee is willing to help when ready.

Agenda Item #5: Discussion regarding the homeless encampments in Leon Valley.

Spoke to Haven for Hope and Chair brought up this issue. LT. brought materials to talk about and provided information. When they are made aware of encampments, they involve Code Compliance and Public Works. Cleanup on 410 and Bandera area. LT spoke to homelessness. LT noted that Austin displaced some of the homeless. City Manager noted: Homeless can be in parks, natural areas, via, Leon Valley Public Library, although there is no sleeping. Ride via transit, sit at the bus stops. The park closes at sunset. Underpasses and tunnels remain a safety issue. The City Manager noted that we have on multiple occasions done cleanup. Illegal to solicit money from vehicles. Larger encampment previously located at Zarzamora Creek.

Mental health issues can be found within homeless populations. LT spoke to drug and alcohol use. LT spoke to FY 2022 YTD Hot Shot Crew Performance. LT spoke to drainage ditches under 410, drainage, flooding. Noted that some do not want help. The question asked was what citizens could do about the homeless in the area. LT spoke to a resource on Leon Valley Community Resources.

Agenda Item #6: Citizens to Be Heard

- No items added.

Agenda Item #7: Discussion and Possible Action on Future Agenda Items

Next meeting to be posted at a later date, as we had 7 in attendance, we will look at dates in March and April of 2023.

Councilman suggested that we get a report on increasing pay, how is staffing, how are things going, things we can suggest for retention, etc. Visibility in neighborhoods. LT spoke to after hour employment with the police department. CPAC asked about the increase in the number of officers. Per CM, we used to have 24 officers, we now have 41, 2 are code enforcement. CPAC asked about what a patrol officer does overall. Call to call, patrolling, walk through libraries, city park, outside of city hall, work 12-hour shifts. Ride a longs are welcome, ask the precinct, 2pm to 9pm. Minors are not allowed to participate in ride a longs. All officers get crisis and mental health training.

Agenda Item #8 Adjournment at 11/2/2022 at 7:39 pm CT.

These minutes approved by the Leon Valley Police Advisory Committee on the 4th month of Month and 19 Day, 2023.

APPROVED

Erick Matta

CHAIR





Leon Valley Park Commission Meeting Minutes

The Park Commission of the City of Leon Valley, Texas met on the 9th day of March 2023, at 6:30 p.m., at the Leon Valley Conference Center, 6421 Evers Road, Leon Valley, Texas, 78238 for the purpose of the following business, to-wit:

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

Park Commission Chairman Roger Christensen called the meeting to order at 6:30 p.m., with the following Commissioners in attendance: Vice-Chairwoman Danielle Bolton and Commissioners Julie Carreon-Martinez, Ann Sawyer, Elaine Valdez, Nancy Marrufo, and 1st Alternate Tom Benavides. Absent were Commissioners Evan Bohl, Diane Frazier, and Denise Berger.

Also present at the meeting were resident and City Council candidate Mr. Drew Power and Staff Liaison Melinda Moritz.

2. Review and Approval of the February 9, 2023, Park Commission Minutes – (Commissioners)

Commissioner Valdez moved to approve the minutes, which was seconded by Vice-Chair Bolton, and the motion carried unanimously.

3. Citizens to Be Heard

Mr. Power addressed the Commissioners stating that he lived in the Canterfield II Subdivision, and he thanked them for their service as Park Commissioners. He then asked the Commissioners their thoughts on possibly keeping a portion of city-owned property in the Seneca West area as a nature preserve. He explained that a city-initiated zoning case had been discussed at the previous City Council meeting, in which changing the zoning of the property from RE-1 Single Family Estate zoning to R-6 Garden Home zoning was being considered and that the citizens in that area were against the change, preferring to leave a portion of it as a natural area. He noted that the proposed zoning flew in the face of environmental protection and that declaring the area a preserve would open the possibility of acquiring grants for its minimal development.

Ms. Moritz explained that one of the reasons for the rezoning hearing was to gauge local public reaction to such zoning and that changing the zoning to R-6 would possibly make the property more attractive to developers. She explained that the city had acquired the property as a part of a settlement agreement in a lawsuit and that the focus in the past had been to sell the property and return the funds that were spent during the settlement

to the taxpayers. A general discussion was held regarding the future potential of the property.

4. Old Business

A. Discussion and Action – March 25th Jazz Fest at Raymond Rimkus Park (C. Miranda).

Ms. Moritz noted that Public Relations Director Miranda was not available for the discussion, but that at the last meeting, she had explained the draft layout and timing of the event, and that it had not been finalized. She directed the Commissioners to the final layout and program for the event and encouraged everyone to attend. A general discussion was held regarding the number of booths, food trucks, restroom facilities, and the number of people expected to attend the event.

B. Discussion and Possible Action – Arbor Day April 28th (R. Christensen)

Chairman Christensen asked 1st Alternate Commissioner Benavides if there were any events planned for the event. Mr. Benavides answered that there were not, as that time of year in Texas was typically too hot and that the best planting time for trees was in the fall or early spring, and noted that the city held their Arbor Day at the end of October each year. Mr. Christensen asked how many trees were given away at the recent Earthwise Living Day event. Mr. Benavides stated that approximately 300 were given out.

5. New Business

A. Discussion and Possible Action – Recommend Moving 1st Alternate Tom Benavides to Regular Position on the Park Commission (R. Christensen)

Chairman Christensen asked Mr. Benavides if he would consider holding a regular seat on the Commission now that one had been vacated. Mr. Benavides stated that he would. A motion was made by Vice-Chair Bolton to recommend Mr. Benavides for a regular seat on the Commission, which was seconded by Commissioner Marrufo. The motion carried unanimously.

B. Discussion and Action – Forming a Swimming Pool Subcommittee (R. Christensen)

Chairman Christensen asked Commissioners Valdez, Sawyer, and Julie Carreon – Martinez if they would like to be on a Pool Subcommittee to make recommendations on the swimming pools and asked that the Subcommittee be kept to four members. All three agreed and the subcommittee was formed. The Subcommittee stated that they would report monthly to the entire Commission.

C. Discussion and Possible Action – Hold April 13, 2023 Park Commission Meeting at Raymond Rimkus Park (R. Christensen)

Chairman Christensen explained to the Commissioners that the Park Commission typically held their spring and fall meetings at one of the parks. He asked the Commissioners if they wanted to hold the April 13th meeting at Raymond Rimkus Park. The Commissioners agreed by consensus.

6. Commissioner and Staff Comments.

1st Alternate Benavides let the Pool Subcommittee know that he was available if they needed any help.

Commissioner Valdez reminded everyone that Earth Day was April 22, 2023, which was on a Saturday. She noted that the Earthwise Living Day Committee would be assisting the City Council in holding a picnic that day at the Veteran's Park area in front of the Conference Center, starting at 9 am, and that they would have door prizes. She encouraged all Commissioner to attend and to bring their own lunch and that they would be providing water and juice. She noted that the Earthwise Living Day Committee had plans for other events that the Park Commission may want to attend and that she would let them know as the events became finalized.

Commissioner Marrufo stated that she was glad she was able to attend and work the Earthwise Living Day event, that everyone at the event seemed to be having a good time.

Commissioner Carreon-Martinez added her enthusiasm for the Earthwise Living Day event and thanked the Chairman for adding her to the Pool Subcommittee.

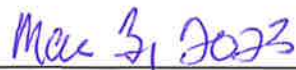
Chairman Christensen thanked the Commissioners that had helped man the Park Commission booth at the Earthwise Living Day event.

8. Adjourn.

Chairman Christensen asked for a motion to adjourn. Vice Chair Bolton made a motion to adjourn the meeting, which was seconded by Commissioner Carreon-Martinez. The motion carried unanimously. The meeting was adjourned at 7:17 pm.

These minutes were approved at the April 13, 2023, Park Commission meeting.


Roger Christensen, Chairman


Date



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

Leon Valley Public Library
6425 Evers Road, Leon Valley, TX 78238
Thursday, March 09, 2023 at 5:30 PM

MINUTES

1. CALL TO ORDER

Called to order by Maryanna Christensen at 5:30 pm
Clare Brown excused
Barbara Owens excused
Linda Crews, present
Maryanna Christensen, present
Margaret Tovar, present
Pat Birkhead, present
Hilary Huber, present

2. CITIZENS TO BE HEARD

Maryanna introduced the library intern present, Ashleigh Montgomery

3. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MINUTES

- a. 02-09-2023 Library Board of Trustees Minutes
 - i. Changes – Linda Crews to adjournment
 - ii. Motion to approve with Changes – Linda Crews
 - iii. Second Patricia Birkhead
 - iv. Approved

4. PRESENTATION AND DISCUSSION ON LIBRARY VOLUNTEER APPRECIATION PARTY

- a. Discussed. No action.

5. PRESENTATION, DISCUSSION, AND POSSIBLE ACTION ON ARCHIVAL POLICY

- a. Regina presented archival policy
 - i. Changes needed (generation(s), Attachment 27, Attachment 29, out-of-town, Add#)
 - ii. Motion to approve changes and recommend to the City Council: Hilary
 - iii. Second: Margaret
 - iv. Approved

6. PRESENTATION, DISCUSSION, AND POSSIBLE ACTION ON UPDATING THE LIBRARY'S STRATEGIC PLAN, LONG-TERM PLAN, AND TECHNOLOGY PLAN.

- a. Staff to bring completed 2020 Strategic Plan for review and starting point for Strategic Plan

7. LIBRARY DIRECTOR'S REPORT

- a. Current Statistics
 - i. presented
- b. Current Standards Standings
 - i. presented
- c. Upcoming Programs
 - i. presented
- d. Summer Reading
 - i. presented
- e. Grants
 - i. presented

8. FRIENDS OF THE LIBRARY REPORT

- a. Spring Sale brought in \$511.86

9. TRUSTEE ANNOUNCEMENTS


10. ADJOURNMENT

- a. Motion to adjourn: Maryanna
- b. Second: Linda
- c. Adjourned at 7:05pm

APPROVED


CLARE BROWN, CHAIR

ATTEST


REGINA REED, LIBRARY DIRECTOR
STAFF LIASION



**CITY OF LEON VALLEY
ECONOMIC AND COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

City Hall – Council Chambers
6400 El Verde Road, Leon Valley, TX 78238
Monday, March 20, 2023, at 6:30 PM

MINUTES

1. Call to Order and Announcement of a Quorum, Pledge of Allegiance

- a. Yvonne Orozco-Chair- Present
- b. Danielle Bolton-Vice Chair- Present 6:42pm
- c. Olen Yarnell-Present
- d. Roger Christensen-Present
- e. Kishore Kamaraju- excused
- f. Chair Called meeting to order at 6:31pm. Quorum is present.

2. Discussion and Possible Action on the Approval of Meeting Minutes:

- a. **1/30/2022, Economic & Community Development Advisory Committee Meeting Minutes**
 - i. Vice Chair, Bolton will be listed as excused for 1/30/2023 meeting.
 - ii. A motion was made by Mr. Christensen to approve the minutes as with change
The motion was seconded by Mr. Yarnell. Motion passed.

3. Presentation, Discussion and Possible Action:

- a. **Review of Economic and Community Development Grant Application- Long Tab Brewing Company.**
 - i. Mr. Salinas did a PowerPoint presentation based on the application on behalf of Long Tab.
 - ii. Mr. Yarnell asked questions about clarification on what the item is and how much the city will be funding. The owner of LongTab answered the question and provided more feedback and explained how the item will help successful to generate more sales.

- iii. Council member Orozco (as a member of the public) provided some feedback to the owner about the possible questions the owner will face at the council meeting.
- iv. Mr. Christensen moved to approve the application. Vice Chair Bolton seconded the motion. Motion passed 4-0

b. Demolition Policy

- i. Roque Salinas provided the committee with 15 minutes to review demo policy.
- ii. Roque Salinas made the presentation and answered questions about new demo grant.

4. Announcements by Committee Members

- i. Mr. Yarnell wants to discuss and start a program to paint home addresses on the curb out of the program funding. Roque Salinas answered questions regarding the possibility of funding it out of the policy or making it an ongoing item in the operations budget.

5. Citizens to be Heard.

- i. No citizens to be heard.

6. Adjournment

- i. Vice Chair Motion to adjourn seconded by Mr. Christensen.
- ii. Meeting Adjourned at 7:40pm.

These minutes were approved by the Leon Valley Economic & Community Development Advisory Committee on the 24th of April 2023.


APPROVED CHAIR



City of Leon Valley
PLANNING AND ZONING COMMISSION
MEETING MINUTES
6:30 PM – MARCH 28, 2023
Leon Valley City Council Chambers
6400 El Verde Road, Leon Valley, TX 78238

1. CALL TO ORDER AND ROLL CALL

Chair Catherine Rowse called the Planning and Zoning Commission meeting to order at 6:30 PM.

PRESENT

1st Vice Chair	Edward Alonzo	Place 1
Commissioner	Philip Campos	Place 3
Chair	Cassie Rowse	Place 5
2nd Vice Chair	Erick Matta	Place 6
Commissioner	Richard Blackmore	Place 7
2nd Alternate	Hilda Gomez	Seated to Vote
3rd Alternate	David Perry	Seated to Vote

ABSENT

Commissioner	Andrea Roofe	Place 2	Excused
Commissioner	Pat Martinez	Place 4	Excused
1st Alternate	Kimberly Bohl		Excused

Also in attendance were Public Works Director Melinda Moritz and Permit Technician Elizabeth Aguilar.

2. APPROVAL OF ZONING COMMISSION MINUTES

1. Planning & Zoning Commission – Regular Meeting – February 28, 2023

Commissioner Philip Campos made a motion to approve the minutes as presented, which was seconded by Commissioner Richard Blackmore. The motion carried unanimously.

3. NEW BUSINESS

1. Presentation, Public Hearing, and Discussion to Consider Making a Recommendation Authorizing a Zoning Change From R-2 Two Family Dwelling to R-1 Single Family Dwelling District on Two Lots, Being Lots 19 and 20, Blk 8, CB 4432C, Being 0.2066 and 0.2204 Acres of Land, in the Grass Valley Subdivision Unit #1, Located at 6602 and 6608 Peachtree - M. Teague, Planning and Zoning Director

Public Works Director Melinda Moritz presented the case information, and a brief discussion was held.

Chair Catherine Rowse opened the public hearing at 6:36 p.m. Seeing no one wishing to speak, she closed the public hearing at 6:36 PM.

Commissioner Edward Alonzo made a motion to recommend approval of the requested rezoning as presented, which was seconded by Commissioner Richard Blackmore. The motion carried unanimously.

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

Voting Nay: None

4. ANNOUNCEMENTS BY COMMISSIONERS AND CITY STAFF

In accordance with Section 551.0415 of the Government Code, topics discussed under this item are limited to expressions of thanks, congratulations or condolence; information regarding holiday schedules; recognition of a public official, public employee or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial or community event; and announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

Commissioner Edward Alonzo reminded everyone that March 29th marked the 50th Anniversary of the United States withdrawal from the Vietnam War. Commissioner Richard Blackmore discussed the background and history of the conflict, noting that he had also served.

Chair Catherine Rowse reminded the Commissioners in the odd-numbered seats on the Commission that if they had not applied to be reappointed that they need to do so soon.

2nd Alternate Hilda Gomez asked when the Master Plan was up for revision. Chair Catherine Rowse stated the Plan was updated every five to seven years.

Public Works Director Melinda Moritz announced that the Planning and Zoning Department would be presenting proposed changes to the Zoning Code Overlay District regulations at upcoming meetings.

5. ADJOURNMENT

Chair Catherine Rowse announced the meeting adjourned at 6:43 PM.

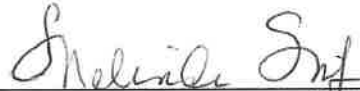
These minutes were approved by the Leon Valley Planning & Zoning Commission on the 25th of April 2023.

APPROVED



CATHERINE ROWSE
CHAIR

ATTEST:



MELINDA MORITZ
PUBLIC WORKS DIRECTOR



MAYOR AND COUNCIL COMMUNICATION

DATE: May 2, 2023

TO: Mayor and Council

FROM: David Dimaline, Public Works Assistant Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Consider Approval of a Resolution Authorizing the Filing of an Application with the Bexar County Community Development Block Grant Program for Fiscal Year 2023

SPONSOR(S): None

Purpose

The attached resolution authorizes the filing of a grant application with the Bexar County Community Development Block Grant (CDBG) Program for fiscal year 2023, and authorizes the City Manager to act on behalf of the City of Leon Valley in all matters related to the application.

The Bexar County Department of Community Resources began the 2023 grant program for CDBG funding for eligible areas within Bexar County. The City of Leon Valley is in Bexar County Precinct 2. If authorized, the City will apply for grant funds for the Vista Del Rey Sewer Main Replacement Project located near 5720 Wurzbach Rd. The project consists of replacing 585 feet of 8" PVC sewer main, replacing 3 extra depth manholes, sanitary sewer laterals, and providing for asphalt repairs. The sewer main in this area near Wurzbach Rd. has experienced numerous backups over the past few years, and is in need of replacing. This portion of main serves the Vista del Rey apartments, and ties into the sewer main across Wurzbach Rd. that is scheduled to be replaced this summer.

The grant application will be evaluated to ensure the project meets HUD guidelines, and the City will receive an eligibility letter that does not obligate funding. In July, the Bexar County Commissioners will make their final selection of projects to be recommended for funding, and selected projects will be submitted to HUD for evaluation.

Fiscal Impact

The estimated project cost is \$496,900. The City is applying for CDBG funding in the amount of \$246,900, with the City's match of \$250,000. This will be covered by the Sewer Utility budget.

S.E.E Statement

Social Equity – Adds to general quality of life for all citizens.

Economic Development – Improvements to the sewer utility helps us maintain infrastructure which may encourage relocation.

Environmental Stewardship – Reduces the amount of sanitary sewer overflows, and helps to reduce sewer backups, enhancing delivery of services, and protecting the environment.

STRATEGIC GOALS STATEMENT

Item 2 - Continue Work on Capital and Planning Projects

Recommendation

Staff recommends approval of the Resolution. The Resolution will be included with the City's grant application to the Bexar County Department of Community Resources.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

A RESOLUTION

AUTHORIZING THE FILING OF AN APPLICATION WITH THE BEXAR COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2023; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF LEON VALLEY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED, THE CITY OF LEON VALLEY WILL COMPLY WITH THE GRANT REQUIREMENTS.

WHEREAS, The Bexar County Community Development Block Grant (CDBG) Program is accepting applications for funding for Fiscal Year 2023; and

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

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

WHEREAS, the City of Leon Valley is proposing to replace the Vista Del Rey Sewer Main on 5720 Wurzbach Rd. at an estimated project cost of \$496,900 with the City providing a \$250,000 match; and

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

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

1. The City Manager of the City of Leon Valley, Texas is authorized to submit an application with the Bexar County Community Development Block Grant Program for consideration at the Bexar County Commissioners Court in June of 2023.
2. The Mayor and City Council, with the adoption of this Resolution, further authorize the City Manager to act on behalf of the City of Leon Valley in all matters related to the application and pledge that if a grant is received, the City of Leon Valley will comply with the Grant requirements.
3. The City of Leon Valley will continue its commitment toward strategic community development for the citizens of Leon Valley and the region.

PASSED and **APPROVED** this 2nd day of May, 2023.

Mayor Chris Riley

ATTEST:

Resolution Authorizing the Filing of an Application with the Bexar County Community Development CDBG Program

David Dimaline
Public Works Assistant Director
City Council Meeting
May 2, 2023

Purpose

- This Resolution will authorize the filing of an application to the Bexar County CDBG 2023 Program
- If the project is selected, the City of Leon Valley will comply with all CDBG grant requirements

Background

- The Bexar County Community Development Block Grant (CDBG) Program is accepting applications for 2023
- Proposing to replace 585' of existing 8" sewer main (From Wurzbach Rd. along the utility easement of the Vista Del Rey Apartments)
 - 8" PVC Gravity Sanitary Sewer Pipe
 - 3 Sanitary Sewer Manholes (extra depth)
 - Sanitary Sewer Laterals (150')
 - Bypass Pumping
 - Asphalt Repairs

Background

Schedule:

- April – Applications Due
- June – Applications are presented to Commissioners Court
- August – Selected projects are submitted to HUD for evaluation
- December – Develop Agreements for selected projects
- January 2024 – September 2024 – Contract Period

Fiscal Impact

- The estimated project cost is \$496,900
- The City is requesting CDBG Grant Funds in the Amount of \$246,900
- The City's match of 50.3% will be \$250,000 from the Sewer Utility
 - CDBG: \$246,900
 - COLV: \$250,000
 - TOTAL: \$496,900

Recommendation

- The Resolution is required to submit with the 2023 application package
- Staff recommends approval and passage of the Resolution

Strategic Goals Statement

- Item 2 – Continue Work on Capital and Planning Projects
 - The project will provide for the replacement of sewer main that experiences backups, replace sewer main, manholes, and laterals that will enhance the City's delivery of services.

S.E.E. Statement

Social Equity – Adds to the general quality of life for all citizens

Economic Development- Improvements to the sewer utility helps us maintain infrastructure which may encourage relocation

Environmental Stewardship – Reduces the amount of sanitary sewer overflows, and helps to reduce sewer backups, enhancing delivery of services, and protecting the environment

MAYOR AND COUNCIL COMMUNICATION

DATE: May 2, 2023

TO: Mayor and Council

FROM: Melinda Moritz, Public Works Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation and Discussion to Consider Approval of an Ordinance Amending Ordinance 2022-51, Which Approved Various Budget Adjustments for Carry Over Projects, To Clearly Identify the Funding Sources

SPONSOR(S): N/A

PURPOSE

This M & C is a housekeeping item, to consider approval of an Ordinance amending approved Ordinance No. 2022-51, which authorized several budget adjustments to provide funds for projects that were not completed in the previous fiscal year. The Ordinance states where the funds would be placed but does not clearly identify the source for such funding.

The projects included in the carryover are:

Hike & Bike Trail Segment 1
Dump Truck
Huebner Elevated Water Tank Rehabilitation
Construction of well houses
Seneca West Drainage Project

The amending Ordinance with the attached Exhibit A designates which funding sources are being used to fund these projects.

FISCAL IMPACT

None – the funding has already been allocated.

SEE LEON VALLEY

Social Equity – Transparency in city financial matter is important to all citizens, as it states what their money is being used for.

Economic Development – The projects being completed may attract more residents

and business to the city, as they will improve the quality of life, abate erosion from stormwater runoff, assist the Public Works department in day to day operations, and assure a continuous supply of potable water.

Environmental Stewardship – Erosion control provides for environmental stewardship of the floodway by improving the water quality.

STRATEGIC GOALS

None – housekeeping item only.

RECOMMENDATION

APPROVED : _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS :

ATTEST :

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

ORDINANCE NO. 2022-51

AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AMENDING THE CITY OF LEON VALLEY, TEXAS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2022-2023, WHICH INCLUDES FUNDS FOR CONTINGENCIES; PROVIDING FOR REPEALER, SEVERABILITY AND SAVING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several planned Capital Improvement projects that were approved by the City Council in FY 2021-2022 have been delayed; and

WHEREAS, these Capital Improvement projects funding ended on September 30, 2022; and

WHEREAS, the City of Leon Valley has already passed their FY 2022-2023 Budget on September 20, 2021; and

WHEREAS, City Council approved the budget for the City of Leon Valley for FY 2022-2023; and

WHEREAS, it has been determined that funding should be added to the FY 2022-2023 Budget; and

WHEREAS, it is necessary to adjust the Budget by a total amount of \$3,504,083 for FY 2022-2023; and

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

WHEREAS, the Leon Valley City Council now desires to amend these Fund Budgets for FY 2021-2022 in a total amount \$3,504,083.00, in order to fund Capital Improvements Projects that were bid, approved, and/or awarded by the City Council of the City of Leon Valley in FY 2021-2022, but not otherwise funded in FY 2022-2023.

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

SECTION 1. The FY 2022-2023 Capital Fund Budget of the City of Leon Valley is hereby amended to increase the budget by \$3,504,083, to provide funding for the Hike & Bike Trail Project, a Dump Truck, Elevated Storage Tank Rehab, Well Houses, Well Generator, and the Seneca West Drainage Project, as follows:

INCREASE	851.42010	TX DOT Reimbursement	\$	903,144.00
INCREASE	851.45001	Transfer In - General Fund	\$	441,569.00
INCREASE	851.5023.580.526	Hike & Bike Trail	\$	1,344,713.00

INCREASE	851.45001	Transfer In - General Fund	\$	100,000.00
INCREASE	851.5023.580.527	PW - Dump Truck	\$	100,000.00
INCREASE	851.45001	Transfer In - Water	\$	374,500.00
INCREASE	851.5023.580.528	Elevated Water Tank Rehab	\$	374,500.00
INCREASE	851.45001	Transfer In - Water	\$	12,000.00
INCREASE	851.5023.580.529	Well Houses	\$	12,000.00
INCREASE	851.45008	Transfer In - ARP Funds	\$	204,320.00
INCREASE	851.5023.580.30	Well Generator	\$	204,320.00
INCREASE	851.42011	CDBG - Reimbursement	\$	1,346,000.00
INCREASE	851.45008	Transfer In - Stormwater	\$	122,550.00
INCREASE	851.5023.580.531	Seneca West Drainage	\$	1,468,550.00

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

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

SECTION 6. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.


SECTION 7. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 18TH day of October 2022.

APPROVED


CHRIS RILEY
MAYOR

Attest:


SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form:


City Attorney



AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AMENDING ORDINANCE 2022-51 TO CLEARLY IDENTIFY FUNDING SOURCES FOR CAPITAL PROJECTS THAT WERE CARRIED OVER FROM FISCAL YEAR 2021-22 TO FISCAL YEAR 2022-2023; PROVIDING FOR REPEALER, SEVERABILITY AND SAVING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several planned Capital Improvement projects that were approved by the City Council in FY 2021-2022 were delayed; and

WHEREAS, the Capital Improvement projects funding ended on September 30, 2022; and

WHEREAS, the City of Leon Valley had already passed their FY 2021-2022 Budget; and

WHEREAS, City Council approved Ordinance 2022-51, which approved a budget adjustment for funding for the carry over projects and stated where the funding would be placed, but the Ordinance did not clearly identify the funding sources; and

WHEREAS, it has been determined that the Ordinance should have stated where the funds were to be taken from; and

WHEREAS, it is necessary to amend Ordinance 2022-51 to clearly identify the funding source; and

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

WHEREAS, the Leon Valley City Council now desires to amend Ordinance 2022-51 as stated in Exhibit A to clearly identify the funding source for these carryover projects;

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

SECTION 1. That Exhibit A attached hereto mandates the funding source for the purchase of a dump truck, well houses, and the Huebner Well generator, and for funding the Hike & Bike Trail Segment 1, the Seneca West Drainage Project, and the Huebner Elevated Tank Rehabilitation projects.

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

SECTION 3. It is hereby declared to be the intention of the City Council that the

sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

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

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 2nd day of May, 2023.

APPROVED

CHRIS RILEY

MAYOR

Attest:

SAUNDRA PASSAILAIGUE, TRMC

City Secretary

Approved as to Form:

NICOLE WARREN

City Attorney

Exhibit A**Other Funds Budget Adjustments****Transfers out
to the Capital Fund**

General Fund (100-5890-570.01	541,569
Water Fund (200-5999-470.26)	386,500
Stormwater (200-5999-470.28)	122,550
ARP Fund (199-5100-570.01)	204,320
Total Transfers in to the Capital Fund	\$ 1,254,939

Capital Fund Budget Adjustments**Revenue****Capital Fund
Transfers in**

General Fund (851-45001)	541,569
Water (851-45003)	386,500
Stormwater (851-45008)	122,550
APR (851-45008)	204,320
Total Transfers in to Capital	\$ 1,254,939

Other Revenue to the Capital Fund

CDBG Reimbursement (851-42011)	1,346,000
TxDot Reimbursement (851-42010)	903,144
	\$ 2,249,144

Total Revenue Budget Adjustment to the Capital Fund **\$ 3,504,083**

Capital Fund Expenditures

Hike and Bike Trail (851-5023-580.26)	1,344,713
Public Works Dump Truck (581-5023-580.01)	100,000
Elevated Water Tank Rehab (851-5023-580.28)	374,500
Well Houses (851-5023-580.29)	12,000
Well Generator (851-5023-580.30)	204,320
Seneca West Drainage (851-5023-580.31)	1,468,550

Total Expenditures Budget Adjustments for the Capital Fund **\$ 3,504,083**

Approval of an Ordinance
Amending Ordinance 2022-51
Authorizing Budget Adjustments
Carry Over Capital Improvement Projects

Melinda Moritz, Director of Public Works
City Council Meeting
May 2, 2023

Summary

- Question

- Consider approval of an Ordinance amending Ordinance 2022-51, which authorized budget adjustments in order to identify their source of funding
- General Fund - Huebner Creek Hike & Bike Trail Project
- Enterprise Fund - Huebner Elevated Water Tank Rehabilitation, Seneca West Drainage Improvements, well houses, a dump truck, and Huebner Well Generator Project
- These Capital Improvement projects were approved by City Council and funded in FY 2021-2022, but were not completed in that fiscal year

- Options

- Recommendation: Approve the Amending Ordinance to identify the funding source for carryover Capital Improvement Projects
- Denial of the request

Purpose

- Consider approval of an Ordinance amending Ordinance 2022-51, which authorized budget adjustments for the FY 2022-2023 budget year:
- General Fund
 - Huebner Creek Hike & Bike Trail Project
 - Dump truck
- Enterprise Fund
 - Huebner Elevated Water Tank Rehabilitation Project
 - Seneca West Drainage Improvements Project
 - Huebner Well Generator Project
 - Well houses
- These Capital Improvement projects were funded in FY 2021-2022, but were not completed in that fiscal year

Background

- In FY 2021-2022, the City approved funding for several Capital Improvement projects
- The projects could not be completed wholly within that Fiscal Year, so a carryover Ordinance was approved in October of 2022
- Ordinance 2022-51 stated where the funds would be placed, but didn't identify their source
- This amendment states the source

Recommendation

- It is recommended that City Council approve an Ordinance amending Ordinance 2022-51 to clearly identify the funding sources for each project

S.E.E. Statement

- Social - Continuing to construct meaningful capital improvement projects improves everyone's quality of life
- Economic - Improving our capital infrastructure protects our capital assets and may enhance our reputation as a forward-thinking city, which may entice businesses and residents
- Environmental - Several of these projects improve our environment by increasing the city's walkability and reducing the effects of stormwater on downstream water bodies

**A RESOLUTION OF THE CITY OF LEON VALLEY, TX., CITY COUNCIL
APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT.**

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

The following individual is hereby appointed as member of the **Board of Adjustment**
with a term expiring May 31, 2024.

David Siege – Alternate 1

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

That the appointment of the aforementioned individual to their perspective committee is
effective immediately.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley
this the 2nd day of May 2023.

APPROVED

CHRIS RILEY
MAYOR

Attest:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form:

NICOLE WARREN
City Attorney

LEASE AGREEMENT

THIS LEASE is made as of 01/01/2021 and amended on 08/17/2021, by and between City of Leon Valley ("Lessor"), whose address is 6400 El Verde Road, Leon Valley, Texas 78238, and Cha Cha's New Gen, LLC Café, Margarita Bania Ruiz, Owner ("Lessee"), whose address is 6300 Rue Marielyne, Leon Valley, Texas 78238. The amendment does not change the term of the lease agreement.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the covenants and agreements herein contained to be observed, kept and performed by the aforementioned respective parties hereto, the Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease and hire for the Lessor the premises located and situated at 6417 Evers Road, Leon Valley, Texas 78238 (the "Premises") in the County of Bexar, County Block Number 4445F, Block 25, Lot 18, McCain Subdivision, containing approximately 0.909 acre parcel of real estate dated and recorded in the office of the Clerk of the County of Bexar, in the State of Texas, in the Deed Book , on Volume 7460, page number 2073 . The description of the premises is as follows:

CB: 4445F BLK: 25 LOT: 18 MCCAIN SUBDIVISION, 6417 Evers Road

USE OF PREMISES

The premises shall be used only as or for the purpose of: A restaurant with indoor and outdoor dining and casual entertainment. The restaurant hours of operation for the first year of the lease term are as follows: The restaurant hours of operation shall be between the hours of 7 am – 9 pm Monday-Saturday and 7 am – 6 pm on Sunday. Parking for the restaurant will be available in the parking lot located on the leased property. Overflow parking will be available in the Leon Valley Library parking lot.

LEASE TERM

The term of this lease shall begin on January 01, 2021, and will end on January 01, 2023, at 11:59 PM (the "Term"). If the Lessee vacated the premises prior to the end of the lease term, the Lessee shall be liable for the balance amount of the lease for the remainder of the lease term.

In the event that the Lessee desires to vacate the premises, the Lessee shall provide the Lessor with sixty (60) days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month. Prior to vacating the premises, the Lessee shall make sure that the premises are clean and free and clear of any dirt, trash, waste and/or debris, with the exception of normal wear and tear. The Lessor shall have the right to perform a walk through prior to the Lessee vacating to ensure premise complies with the aforementioned requirements.

RENT/LEASE PAYMENT

The Lessee agrees to and shall pay monthly installment payments to the Lessor at 6400 El Verde Road, Leon Valley, Texas 78238, or at such other address that the Lessor shall designate in writing, as rent or lease payment for the leased premises.

Lessee shall pay to the Lessor the monthly amount of \$400.00 per month until restaurants can open at 100%, as authorized by the Leon Valley City Council and in conformance with state law or any Governor's order, and the Conference Center is fully operational for renters. After both conditions have been met, Lessee shall pay Lessor the monthly amount of \$800.00 per month for a period of two (2) years, due and payable on the first of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. Should the Lessor not receive payment by the 5th day of the month in which the payment is due, the Lessee shall pay a late charge of twenty-five and no/100 dollars (\$25.00) on the first day and ten and no/100 dollars (\$10.00) every day thereafter that the rent or lease payment is late.

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

RENEWAL TERM

If the Lessee is not in default under the terms and conditions of this Agreement, the Lessee shall have the options to renew this Agreement for the extended term of one (1) year ("Renewal Term"). If the Lessee chooses to exercise this renewal option, the Lessee shall provide to the Lessor written notice of Lessee's intention to renew at least thirty (30) days prior to the expiration of the initial Lease Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the new base rate for the first year of the Renewal Term shall be \$1,200.00 per month or market rate as determined by a third party, whichever is higher.

HOLDING OVER

Failure of the Lessee to surrender the leased premises at expiration of the lease constitutes a holding over which shall be construed as a "tenancy-at-will" or a month to month lease at the rate of \$1,200.00 per month plus 50% or market rate as determined by a third party, whichever is higher, until such time as the Lessee completes a renewal or provides notice of intent to vacate.

TRIPLE NET LEASE

This Lease is what is generally referred to as a "net net net lease" ("triple net lease"), and it is understood that the Lessor shall receive all rent or lease payments free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition, the Lessee shall pay to

the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, cost, and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. All of the said charges, costs and expenses shall constitute Rent or Lease payment, and upon the failure of the Lessee to pay any such costs, charges or expenses, the Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent or make lease payments. The Lessee shall at no time be entitled to any abatement or reduction in Rent or Lease payments that are payable under this Lease except as otherwise expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

POSSESSION

The Lessee shall take possession of the premises on January 1, 2021, unless otherwise stipulated. The Lessor shall use due diligence to ensure Lessee is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated for the period of any delay in providing or turning over possession of the premises to the Lessee; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Lessee shall bring no claim against the Lessor for any delay in obtaining possession.

In the event that the Lessee fails to take possession of the premises within thirty (30) days after the beginning of this Lease, then the Lessor retains the right to terminate this Agreement.

INSURANCE ON PREMISE

The Lessee shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Lessor may, from time to time, deem reasonably necessary, and showing the Lessee, the Lessor and the Lessor's Lender or Lien Holder, if any, as the insured parties. Lessee shall also obtain and pay for loss of rent coverage. The Lessee shall at all times keep said insurance in force and effect and shall provide to the Lessor copies of said policies or certificates evidencing said coverage. The policies shall be in form and content reasonably required by the Lessor, shall be issued by an insurance company approved by the Lessor and shall contain a clause that the Lessee will not cancel, materially modify or fail to renew said insurance in effect without first providing to the Lessor thirty (30) days advance written notice. If the Lessee fails to keep said insurance in effect, the Lessee shall be in default hereunder, and the Lessor may, at his/her option, immediately obtain insurance coverage as provided for herein and charge the Lessee for the cost thereof.

LESSEE INDEMNITY & LIABILITY INSURANCE

The Lessee shall at all times indemnify, defend and hold the Lessor harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Lessee, the Lessee's agents, employees, staff, invitees or any person on the Premises

by reason of the Lessee's use or occupancy or resulting from the Lessee's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain at all times during the lease term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \$1,000,000 for injury or \$1,000,000.00 for death of persons with a \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage and \$500,000.00 for property damage. During the lease term, Lessee shall furnish the Lessor with a certificate or certificates of insurance, in a form acceptable to the Lessor, covering such insurance so maintained by the Lessee and naming the Lessor and Lessor's mortgagees, if any, as additional insureds.

OPERATING EXPENSES

It is the intention of the parties, and they hereby agree, that this shall be a triple net Lease, and the Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any thereof in accordance with specific provisions hereinafter set forth. The term Operating Expenses shall include all costs to Lessee of operating and maintaining the Premises and related parking areas, and shall include, without limitation, real estate and personal property taxes, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, minor repairs, cleaning and custodial, security, insurance, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from the operating expenses.

Notwithstanding the foregoing operating costs, and Lessee's obligations in relation thereto, shall not include (i) any expense chargeable to a capital account or capital improvement, ground leases; principal or interest payments on any mortgage or deed of trust on the premises; (ii) any amount for which Lessor is reimbursed through insurance, or by third persons, (iii) repair costs occasioned by fire, windstorm or other casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole responsibility of the Lessor (not to be reimbursed by the Lessee), (v) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party, (vi) any expense representing an amount paid to an affiliate or subsidiary of the Lessor which is in excess of the amount which would be paid in the absence of such relationship, and (vii) costs of items and services for which the Lessee reimburses or pays any third persons directly.

ASSIGNMENT AND SUBLETTING

The Lessee shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without prior written consent of the Lessor, in each and every instance. Notwithstanding any permitted assignment or

subletting, Lessee shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

CONDITION OF PREMISES

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

LESSOR'S RIGHT OF ENTRY

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

EXCLUSION OF LESSEE

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

SIGNS AND ADVERTISEMENTS

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

FORCE MAJEURE

In the event that the Lessor or Lessee is unable to reasonably perform its obligations under this Agreement as a result of a natural disaster, war, terrorist activities, strike, lockout, labor issues, civil commotion, an act of God, or any other event beyond the control of the Lessor or Lessee, with the exception for non-availability of funds, the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as reasonably practicable in the event of non-performance due to a force majeure event.

In the event, during the Term or previous Term thereto, the premises shall be destroyed or so damaged by fire or other casualty as to become uninhabitable or unusable, then in such event, at the option of the Lessor, this Lease shall terminate from the date of such damage and/or destruction. The Lessor shall exercise this option to terminate this Lease by delivering written notice to the Lessee within 30 days after the occurrence of such damage and/or destruction. Upon such notice, the Lessee shall immediately surrender said Premises and all interest therein to the Lessor, and the Lessee shall pay rent only to such time that damages and/or destruction occurred. In the event that the Lessors does not elect to terminate this Lease, this Lease shall therefore continue in full force and effect, and the Lessor shall expeditiously make any and all necessary repairs to the Premises as needed, placing the same in as good condition as it was prior to the occurrence of damage or destruction.

PERSONAL PROPERTY

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

ALTERATIONS

Any and all alterations, additions and/or improvements, except trade fixtures installed at the expense of the Lessee shall become the property of the Lessor and shall remain upon and shall be surrendered with the leased Premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent and approval of the Lessor. If consent is granted by the Lessor for the making of improvements, alterations or additions to the leased Premises, such improvements, alterations or additions shall not commence until such time as the Lessee has furnished to the Lessor a copy of all plans and a certificate of insurance showing coverage in an amount satisfactory to the Lessor protecting the Lessor from liability for injury to any person and damage to any personal property, on or off the leased Premises, in connection with the making of such improvements, alterations or additions. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Lessee without prior written permission of the Lessor. If such permission is granted, such work or installation shall be done at the Lessee's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Lessee

shall promptly remove and reinstall the cooling tower, equipment or structure at the Lessee's expense and repair at the Lessee's expense any damage which may result from such removal or reinstallation. Upon termination of this lease, Lessee shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Lessor. Lessee shall promptly repair, at its expense, any damages resulting from such removal. At the termination of this lease, Lessee shall deliver the leased Premises in good and reasonable condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Lessee's expense prior to the expiration of the lease term. All alterations, improvements, additions and repairs made by the Lessee shall be made in good and workmanlike manner.

UTILITIES & SERVICES

The Lessee shall furnish and pay for all utilities deemed necessary by the Lessee at the Premises including but not limited to, internet, cable, water, garbage services and electricity.

INTERRUPTION OF UTILITIES

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

LEGAL REQUIREMENTS

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

FIXTURES

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

REPAIRS AND MAINTENANCE

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

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

EMINENT DOMAIN

In the event that the Premises are taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in the Lessee's reasonable opinion, for Lessee's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority, and the rent and other charges shall be adjusted as of the date of such taking. In such case, the Lessor shall be entitled to the proceeds of the condemnation award made to the Lessor. Nothing herein shall be construed to prevent the Lessee from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided however, that no award made to or on behalf of the Lessee shall reduce, limit, or restrict the award to the Lessor, and no allocation of the Lessor's award in condemnation shall occur. The Lessee shall have no claim against the Lessor for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of Lessee's business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the

real estate taken by right of eminent domain or conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the 'Demised Premises' will first be used to restore the Premises to a position of occupancy by the Lessee. The balance of such condemnation proceeds from the Premises, if any, shall belong to the Lessor.

WAIVER OF SUBROGATION

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

DEFAULT & REMEDIES

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

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

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

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

LESSEE DEFAULT AND REMOVAL OF ABANDONED PROPERTY

In the event that the Lessee abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Lessor may enforce the performance of the lease in any manner provided by law. This lease may be terminated at the Lessor's discretion if such abandonment or

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

DAMAGES

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

LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT

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

WAIVER

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

TOXIC OR HAZARDOUS MATERIALS

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

GOVERNING LAWS

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

COMPLIANCE WITH LAWS AND REGULATIONS

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

NOTICES

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

SUCCESSORS

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

QUIET POSSESSION

Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on the Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforementioned, it being expressly understood and agreed that the aforementioned covenant of quiet enjoyment shall binding upon the Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

BANKRUPTCY

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

PRIOR AGREEMENTS SUPERSEDED

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

AMENDMENT

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

ADDITIONAL INSTRUMENTS

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

ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing and signed by the Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

LESSOR – CITY OF LEON VALLEY, a Texas municipal corporation

By:



GILBERT PERALES, CITY MANAGER

Lessor Telephone: 2106841391

Lessor Email: g.perales@leonvalleytexas.gov

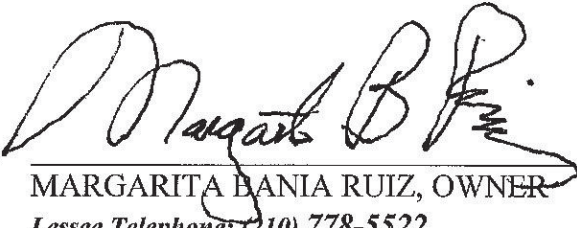
09/09/2021
(Date)

APPROVED AS TO FORM:



ROXANA I. PÉREZ STEVENS, CITY ATTORNEY

By:



MARGARITA BANIA RUIZ, OWNER

Lessee Telephone: (210) 778-5522

9/9/2021
(Date)

LEASE AGREEMENT

THIS LEASE is made as of 01/01/2017, by and between City of Leon Valley ("Lessor"), whose address is 6400 El Verde Road, Leon Valley, Texas 78238, and Cha Cha's Café, Ricardo Ruiz, Owner and Bania Artiaga, Owner ("Lessee"), whose address is 6300 Rue Marielyne, Leon Valley, Texas 78238.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the covenants and agreements herein contained to be observed, kept and performed by the aforementioned respective parties hereto, the Lessor does hereby lease, let and demise unto the Lessee and the Lessee does hereby lease and hire for the Lessor the premises located and situated at 6417 Evers Road, Leon Valley, Texas 78238 (the "Premises") in the County of Bexar, County Block Number 4445F, Block 25, Lot 18, McCain Subdivision, containing approximately 0.909 acre parcel of real estate dated and recorded in the office of the Clerk of the County of Bexar, in the State of Texas, in the Deed Book, on Volume 7460, page number 2073. The description of the premises is as follows:

CB: 4445F BLK: 25 LOT: 18 MCCAIN SUBDIVISION, 6417 Evers Road

USE OF PREMISES

The premises shall be used only as or for the purpose of: A restaurant with indoor and outdoor dining and casual entertainment. The restaurant hours of operation for the first year of the lease term are as follows: The restaurant hours of operation shall be between the hours of 7 am – 9 pm Monday-Saturday and 7 am – 6 pm on Sunday. Parking for the restaurant will be available in the parking lot located on the leased property. Overflow parking will be available in the Leon Valley Library parking lot.

LEASE TERM

The term of this lease shall begin on January 01, 2021, and will end on January 01, 2023, at 11:59 PM (the "Term"). If the Lessee vacated the premises prior to the end of the lease term, the Lessee shall be liable for the balance amount of the lease for the remainder of the lease term.

In the event that the Lessee desires to vacate the premises, the Lessee shall provide the Lessor with no less than sixty (60) days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month. Prior to vacating the premises, the Lessee shall make sure that the premises are clean and free and clear of any dirt, trash, waste and/or debris, with the exception of normal wear and tear. The Lessor shall have the right to perform a walk through prior to the Lessee vacating to ensure premise complies with the aforementioned requirements.

RENT/LEASE PAYMENT

The Lessee agrees to and shall pay monthly installment payments to the Lessor at 6400 El Verde Road, Leon Valley, Texas 78238, or at such other address that the Lessor shall designate in writing, as rent or lease payment for the leased premises.

Lessee shall pay to the Lessor the monthly amount of \$400.00 per month until restaurants can open at 100%, as authorized by the Leon Valley City Council and in conformance with state law or any Governor's order and the Conference Center is fully operational for renters. After both conditions have been met, Lessee shall pay Lessor the monthly amount of \$800.00 per month for the remaining term of this lease due and payable on the first of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. Should the Lessor not receive payment by the 5th day of the month in which the payment is due, the Lessee shall pay a late charge of twenty-five and no/100 dollars (\$25.00) on the first day and ten and no/100 dollars (\$10.00) every day thereafter that the rent or lease payment is late.

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

RENEWAL TERM

If the Lessee is not in default under the terms and conditions of this Agreement, the Lessee shall have the options to renew this Agreement for the extended term of one (1) year ("Renewal Term"). If the Lessee chooses to exercise this renewal option, the Lessee shall provide to the Lessor written notice of Lessee's intention to renew at least thirty (30) days prior to the expiration of the initial Lease Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the new annual base rate for the first year of the Renewal Term shall be \$14,400.00 payable in twelve (12) equal monthly installment payments of \$1,200.00 per month.

HOLDING OVER

Failure of the Lessee to surrender the leased premises at expiration of the lease constitutes a holding over which shall be construed as a "tenancy-at-will" or a month to month lease at the rate of \$1,200.00 per month, until such time as the Lessee completes a renewal or provides notice of intent to vacate.

TRIPLE NET LEASE

This Lease is what is generally referred to as a "net net net lease" ("triple net lease"), and it is understood that the Lessor shall receive all rent or lease payments free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition, the Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges,

maintenance charges, construction costs and any other charges, cost, and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. All of the said charges, costs and expenses shall constitute Rent or Lease payment, and upon the failure of the Lessee to pay any such costs, charges or expenses, the Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent or make lease payments. The Lessee shall at no time be entitled to any abatement or reduction in Rent or Lease payments that are payable under this Lease except as otherwise expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

POSSESSION

The Lessee shall take possession of the premises on January 1, 2021, unless otherwise stipulated. The Lessor shall use due diligence to ensure Lessee is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated for the period of any delay in providing or turning over possession of the premises to the Lessee; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Lessee shall bring no claim against the Lessor for any delay in obtaining possession.

In the event that the Lessee fails to take possession of the premises within thirty (30) days after the beginning of this Lease, then the Lessor retains the right to terminate this Agreement.

INSURANCE ON PREMISE

The Lessee shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Lessor may, from time to time, deem reasonably necessary, and showing the Lessee, the Lessor and the Lessor's Lender or Lien Holder, if any, as the insured parties. Lessee shall also obtain and pay for loss of rent coverage. The Lessee shall at all times keep said insurance in force and effect and shall provide to the Lessor copies of said policies or certificates evidencing said coverage. The policies shall be in form and content reasonably required by the Lessor, shall be issued by an insurance company approved by the Lessor and shall contain a clause that the Lessee will not cancel, materially modify or fail to renew said insurance in effect without first providing to the Lessor thirty (30) days advance written notice. If the Lessee fails to keep said insurance in effect, the Lessee shall be in default hereunder, and the Lessor may, at his/her option, immediately obtain insurance coverage as provided for herein and charge the Lessee for the cost thereof.

LESSEE INDEMNITY & LIABILITY INSURANCE

The Lessee shall at all times indemnify, defend and hold the Lessor harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Lessee, the Lessee's agents, employees, staff, invitees or any person on the Premises by reason of the Lessee's use or occupancy or resulting from the Lessee's non-use or possession of

said property and any and all loss, cost, liability or expense resulting therefrom. Lessee shall maintain at all times during the lease term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \$1,000,000 for injury or \$1,000,000.00 for death of persons with a \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage and \$500,000.00 for property damage. During the lease term, Lessee shall furnish the Lessor with a certificate or certificates of insurance, in a form acceptable to the Lessor, covering such insurance so maintained by the Lessee and naming the Lessor and Lessor's mortgagees, if any, as additional insureds.

OPERATING EXPENSES

It is the intention of the parties, and they hereby agree, that this shall be a triple net Lease, and the Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any thereof in accordance with specific provisions hereinafter set forth. The term Operating Expenses shall include all costs to Lessee of operating and maintaining the Premises and related parking areas, and shall include, without limitation, real estate and personal property taxes, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, minor repairs, cleaning and custodial, security, insurance, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from the operating expenses.

Notwithstanding the foregoing operating costs, and Lessee's obligations in relation thereto, shall not include (i) any expense chargeable to a capital account or capital improvement, ground leases; principal or interest payments on any mortgage or deed of trust on the premises; (ii) any amount for which Lessor is reimbursed through insurance, or by third persons, (iii) repair costs occasioned by fire, windstorm or other casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole responsibility of the Lessor (not to be reimbursed by the Lessee), (v) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party, (vi) any expense representing an amount paid to an affiliate or subsidiary of the Lessor which is in excess of the amount which would be paid in the absence of such relationship, and (vii) costs of items and services for which the Lessee reimburses or pays any third persons directly.

ASSIGNMENT AND SUBLETTING

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

the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

CONDITION OF PREMISES

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

LESSOR'S RIGHT OF ENTRY

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

EXCLUSION OF LESSEE

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

SIGNS AND ADVERTISEMENTS

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

FORCE MAJEURE

In the event that the Lessor or Lessee is unable to reasonably perform its obligations under this Agreement as a result of a natural disaster, war, terrorist activities, strike, lockout, labor issues, civil commotion, an act of God, or any other event beyond the control of the Lessor or Lessee, with the exception for non-availability of funds, the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as reasonably practicable in the event of non-performance due to a force majeure event.

In the event, during the Term or previous Term thereto, the premises shall be destroyed or so damaged by fire or other casualty as to become uninhabitable or unusable, then in such event, at the option of the Lessor, this Lease shall terminate from the date of such damage and/or destruction. The Lessor shall exercise this option to terminate this Lease by delivering written notice to the Lessee within 30 days after the occurrence of such damage and/or destruction. Upon such notice, the Lessee shall immediately surrender said Premises and all interest therein to the Lessor, and the Lessee shall pay rent only to such time that damages and/or destruction occurred. In the event that the Lessors does not elect to terminate this Lease, this Lease shall therefore continue in full force and effect, and the Lessor shall expeditiously make any and all necessary repairs to the Premises as needed, placing the same in as good condition as it was prior to the occurrence of damage or destruction.

PERSONAL PROPERTY

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

ALTERATIONS

Any and all alterations, additions and/or improvements, except trade fixtures installed at the expense of the Lessee shall become the property of the Lessor and shall remain upon and shall be surrendered with the leased Premises as a part thereof on the termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent and approval of the Lessor. If consent is granted by the Lessor for the making of improvements, alterations or additions to the leased Premises, such improvements, alterations or additions shall not commence until such time as the Lessee has furnished to the Lessor a copy of all plans and a certificate of insurance showing coverage in an amount satisfactory to the Lessor protecting the Lessor from liability for injury to any person and damage to any personal property, on or off the leased Premises, in connection with the making of such improvements, alterations or additions. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Lessee without prior written permission of the Lessor. If such permission is granted, such work or installation shall be done at the Lessee's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Lessee

shall promptly remove and reinstall the cooling tower, equipment or structure at the Lessee's expense and repair at the Lessee's expense any damage which may result from such removal or reinstallation. Upon termination of this lease, Lessee shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Lessor. Lessee shall promptly repair, at its expense, any damages resulting from such removal. At the termination of this lease, Lessee shall deliver the leased Premises in good and reasonable condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Lessee's expense prior to the expiration of the lease term. All alterations, improvements, additions and repairs made by the Lessee shall be made in good and workmanlike manner.

UTILITIES & SERVICES

The Lessee shall furnish and pay for all utilities deemed necessary by the Lessee at the Premises including but not limited to, internet, cable, water, garbage services and electricity.

INTERRUPTION OF UTILITIES

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

LEGAL REQUIREMENTS

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

FIXTURES

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

REPAIRS AND MAINTENANCE

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

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

EMINENT DOMAIN

In the event that the Premises are taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in the Lessee's reasonable opinion, for Lessee's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority, and the rent and other charges shall be adjusted as of the date of such taking. In such case, the Lessor shall be entitled to the proceeds of the condemnation award made to the Lessor. Nothing herein shall be construed to prevent the Lessee from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided however, that no award made to or on behalf of the Lessee shall reduce, limit, or restrict the award to the Lessor, and no allocation of the Lessor's award in condemnation shall occur. The Lessee shall have no claim against the Lessor for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of Lessee's business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the

real estate taken by right of eminent domain or conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the 'Demised Premises' will first be used to restore the Premises to a position of occupancy by the Lessee. The balance of such condemnation proceeds from the Premises, if any, shall belong to the Lessor.

WAIVER OF SUBROGATION

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

DEFAULT & REMEDIES

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

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

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

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

LESSEE DEFAULT AND REMOVAL OF ABANDONED PROPERTY

In the event that the Lessee abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Lessor may enforce the performance of the lease in any manner provided by law. This lease may be terminated at the Lessor's discretion if such abandonment or

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

DAMAGES

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

LESSOR'S RIGHT TO CURE LESSEE'S DEFAULT

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

WAIVER

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

TOXIC OR HAZARDOUS MATERIALS

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

GOVENING LAWS

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

COMPLIANCE WITH LAWS AND REGULATIONS

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

NOTICES

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

SUCCESSORS

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

QUIET POSSESSION

Lessor agrees, so long as Lessee fully complies with all of the terms, covenants and conditions herein contained on the Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforementioned, it being expressly understood and agreed that the aforementioned covenant of quiet enjoyment shall binding upon the Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

BANKRUPTCY

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

PRIOR AGREEMENTS SUPERSEDED

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

AMENDMENT

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

ADDITIONAL INSTRUMENTS


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

ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing and signed by the Lessor and Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this Lease shall be applicable to and binding upon such Lessees, jointly and severally.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

LESSOR – CITY OF LEON VALLEY, a Texas municipal corporation

By: 
KELLY KUENSTLER, CITY MANAGER
Lessor Telephone: 210-684-1891
Lessor Email: K.kuenstler@leonvalleytexas.gov

11-02-2020
(Date)

APPROVED AS TO FORM:


CHARLES ZECH, CITY ATTORNEY

LESSEE – CHA CHA'S CAFÉ, RICARDO RUIZ AND BANIA ARTIAGA, OWNERS

By: 
RICARDO RUIZ, OWNER

11/2/20
(Date)

By: 
BANIA ARTIAGA, OWNER

11/2/2020
(Date)

MAYOR AND COUNCIL COMMUNICATION

DATE: May 02, 2023

TO: Mayor and Council

FROM: Saundra Passailaigue, City Secretary

THROUGH: Crystal Caldera, City Manager

SUBJECT: Discussion and Possible Action Regarding Hiring a Real Estate Broker for a Competitive Bid Proposal Process for Future Execution of a Short-Term Lease Agreement at the City of Leon Valley's Property at 6417 Evers Road

SPONSOR(S): Councilor Josh Stevens and Councilor Will Bradshaw

PURPOSE

This item was placed on this agenda at the request of Councilor Josh Stevens and seconded by Councilor Jed Hefner in accordance with the City of Leon Valley Code of Ordinances, Section 3.10(A) A.

Agendas. A member of City Council may place an item on an agenda with the concurrence of one additional member of City Council. The member of City Council requesting an item be placed on an agenda and the concurring member shall submit in writing, which may be by electronic mail, the request to place the item on an agenda and the concurrence to the City Secretary. The item shall be placed on the next agenda of the City Council meeting occurring on or after the eighth (8th) calendar day after receipt by the City Secretary of the later of either the request or the concurrence.

SEE LEON VALLEY

Social – N/A

Economic – N/A

Environmental – N/A

FISCAL IMPACT

N/A

STRATEGIC GOALS

N/A

RECOMMENDATION

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

From: Josh Stevens
Sent: Monday, April 24, 2023 8:18 AM
To: Saundra Passailaigue
Cc: Will Bradshaw; Mayor Riley; Crystal Caldera
Subject: Agenda Item May 2 Council Meeting

Good morning Ms. Passailaigue,

Can we please add the following agenda item to the May 2, 2023 City Council meeting? I have discussed with Councilman Bradshaw and he has agreed to cosponsor this agenda item.

“Discussion and possible action regarding hiring a real estate broker for a competitive bid proposal process for future execution of a short-term lease agreement at the City of Leon Valley’s property at 6417 Evers Road.”

Mayor Riley and Dr. Caldera, if this agenda item conflicts with another agenda item or is duplicative of another agenda item when you review the agenda on Wednesday, feel free to give me a call and we can either remove or modify it.

Thanks much,
Josh Stevens

Sent from my iPhone

From: Will Bradshaw
Sent: Monday, April 24, 2023 1:06 PM
To: Crystal Caldera
Cc: Josh Stevens; Saundra Passailaigue; Mayor Riley
Subject: Re: Agenda Item May 2 Council Meeting

I second Councilor Stevens request to add this to the agenda.

Best regards,
Will

Sent from my iPhone

On Apr 24, 2023, at 12:13 PM, Crystal Caldera <c.caldera@leonvalleytexas.gov> wrote:

No problem we still need Bradshaw's second. I will put both to comply with Martinez's and your requests.

From: Josh Stevens <josh.stevens@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 12:11 PM
To: Crystal Caldera <c.caldera@leonvalleytexas.gov>
Cc: Saundra Passailaigue <s.pass@leonvalleytexas.gov>; Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>
Subject: Re: Agenda Item May 2 Council Meeting

Yes- the wording in your crystal's top paragraph looks good since we already have the broker.

It might be good to add both of them, even if ultimately we merge them during the meeting. :-)

Josh

Sent from my iPhone

On Apr 24, 2023, at 9:38 AM, Crystal Caldera
<c.caldera@leonvalleytexas.gov> wrote:

I am waiting to here back from Councilor Stevens.

From: Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 9:33 AM
To: Crystal Caldera <c.caldera@leonvalleytexas.gov>; Josh Stevens <josh.stevens@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>
Subject: RE: Agenda Item May 2 Council Meeting

Please advise if I am to place the item below as requested by Councilor Stevens or leave the one that City Manager Caldera mentioned.

Thank you.

Sandra Passailaigue, TRMC
City Secretary
6400 El Verde Road
Leon Valley, Texas 78238
Tele: (210) 684-1391 Ext. 216
www.leonvalleytexas.gov

<image001.png>

ATTENTION CITY OFFICIALS: a "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CONFIDENTIALITY NOTICE: This email, including any attachments, holds information which may be CONFIDENTIAL or PRIVILEGED. The information is intended to be for the use of the individuals or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this email in error, please notify the sender at once by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

From: Crystal Caldera <c.caldera@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 9:06 AM
To: Josh Stevens <josh.stevens@leonvalleytexas.gov>; Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>
Subject: RE: Agenda Item May 2 Council Meeting

You technically have a broker. Would you like me to ask Brett to add this address? We have gone out for RFPs for brokerage services before and only received two. If you are looking at doing an RFP for 6417 Evers Road that

would be done by the city, and the broker would review the proposals and provide a recommendation. If that is the case, then your agenda item would read. Presentation discussion and possible action on directing the staff to solicit RFPs for 6417 for a competitive proposal to execute a short-term lease agreement at 6417 Evers road.

We do have, Presentation and discussion and possible action regarding the Lease agreement of 6417 Evers road between Ms. Bania Artiage and the City of Leon Valley. The result of this agenda item can be a motion to go out for RFP.

Let me know what you want to do.

Crystal Caldera, MPA, PhD
City Manager
6400 El Verde Rd
Leon Valley, Texas 78238
Tele:210-684-1391 Ext. 219
Fax: 210-684-1515
<image002.png>

The information in this e-mail may be confidential and/or privileged. This e-mail is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this e-mail and its attachments, if any, or the information contained herein is prohibited. If you have received the email in error, please immediately notify the sender by return email and delete this email from your system.

From: Josh Stevens <josh.stevens@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 8:18 AM
To: Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>; Crystal Caldera <c.caldera@leonvalleytexas.gov>
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Can we please add the following agenda item to the May 2, 2023 City Council meeting? I have discussed with Councilman Bradshaw and he has agreed to cosponsor this agenda item.

“Discussion and possible action regarding hiring a real estate broker for a competitive bid proposal process for future execution of a short-term lease agreement at the City of Leon Valley’s property at 6417 Evers Road. ”

Mayor Riley and Dr. Caldera, if this agenda item conflicts with another agenda item or is duplicative of another agenda item when you review the agenda on Wednesday, feel free to give me a call and we can either remove or modify it.

Thanks much,
Josh Stevens

Sent from my iPhone

Crystal Caldera

From: Josh Stevens
Sent: Monday, April 24, 2023 12:11 PM
To: Crystal Caldera
Cc: Saundra Passailaigue; Will Bradshaw; Mayor Riley
Subject: Re: Agenda Item May 2 Council Meeting

Yes- the wording in your crystal's top paragraph looks good since we already have the broker.

It might be good to add both of them, even if ultimately we merge them during the meeting. :-)

Josh

Sent from my iPhone

On Apr 24, 2023, at 9:38 AM, Crystal Caldera <c.caldera@leonvalleytexas.gov> wrote:

I am waiting to here back from Councilor Stevens.

From: Saundra Passailaigue <s.pass@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 9:33 AM
To: Crystal Caldera <c.caldera@leonvalleytexas.gov>; Josh Stevens <josh.stevens@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>
Subject: RE: Agenda Item May 2 Council Meeting

Please advise if I am to place the item below as requested by Councilor Stevens or leave the one that City Manager Caldera mentioned.

Thank you.

Saundra Passailaigue, TRMC
City Secretary
6400 El Verde Road
Leon Valley, Texas 78238
Tele: (210) 684-1391 Ext. 216
www.leonvalleytexas.gov

<image001.png>

ATTENTION CITY OFFICIALS: a "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

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received this email in error, please notify the sender at once by "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

{Section}.72.

From: Crystal Caldera <c.caldera@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 9:06 AM
To: Josh Stevens <josh.stevens@leonvalleytexas.gov>; Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>
Subject: RE: Agenda Item May 2 Council Meeting

You technically have a broker. Would you like me to ask Brett to add this address? We have gone out for RFPs for brokerage services before and only received two. If you are looking at doing an RFP for 6417 Evers Road that would be done by the city, and the broker would review the proposals and provide a recommendation. If that is the case, then your agenda item would read. Presentation discussion and possible action on directing the staff to solicit RFPs for 6417 for a competitive proposal to execute a short-term lease agreement at 6417 Evers road.

We do have, Presentation and discussion and possible action regarding the Lease agreement of 6417 Evers road between Ms. Bania Artiage and the City of Leon Valley. The result of this agenda item can be a motion to go out for RFP.

Let me know what you want to do.

Crystal Caldera, MPA, PhD
City Manager
6400 El Verde Rd
Leon Valley, Texas 78238
Tele:210-684-1391 Ext. 219
Fax: 210-684-1515
<image002.png>

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From: Josh Stevens <josh.stevens@leonvalleytexas.gov>
Sent: Monday, April 24, 2023 8:18 AM
To: Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Cc: Will Bradshaw <will.bradshaw@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>; Crystal Caldera <c.caldera@leonvalleytexas.gov>
Subject: Agenda Item May 2 Council Meeting

Good morning Ms. Passailaigue,

Can we please add the following agenda item to the May 2, 2023 City Council meeting? I have discussed with Councilman Bradshaw and he has agreed to cosponsor this agenda item.

{Section}.72.

“Discussion and possible action regarding hiring a real estate broker for a competitive bid proposal process for future execution of a short-term lease agreement at the City of Leon Valley’s property at 6417 Evers Road. ”

Mayor Riley and Dr. Caldera, if this agenda item conflicts with another agenda item or is duplicative of another agenda item when you review the agenda on Wednesday, feel free to give me a call and we can either remove or modify it.

Thanks much,
Josh Stevens

Sent from my iPhone

MAYOR AND COUNCIL COMMUNICATION

DATE: May 2, 2023

TO: Mayor and Council

FROM: Mindy Teague, Planning and Zoning Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation and Discussion to Consider an Approval on a Request to waive fees for Planned Development District #2022-31 on a 9.180 unplatted parcel of land located at the corner of Evers Road and Seneca Drive, Being P-4A, ABS, 530, CB 4432.

SPONSOR(S): None

PURPOSE:

The purpose of this item is to consider a recommendation on a request to waive fees for an amendment request to Planned Development District Case #2022-31. The normal fee for a Planned Development District for the property would be \$5000

Staff Recommendation:

Staff recommends reducing the fee to \$1000, which will adequately cover the costs associated with reviews by City staff, publication, mailing and supplies.

Alternatives:

- Recommend approval of the request
- Recommend conditional approval of the request
- Denial of the request

SEE LEON VALLEY

- Social Equity - The request adequately reflects the fees that would be needed to facilitate the request, which is fair and equitable
- Economic Development - The request will promote development and an increase in sales and ad valorem tax.
- Environmental Stewardship – New construction includes modern building standards, which include environmentally friendly options.

FISCAL IMPACT

The City will see an increase in ad valorem and sales and use taxes.

RECOMMENDATION

This request addresses a unique parcel of land in a manner that is compatible with surrounding land uses and the reduction in the number of housing units will reduce the traffic burden on Evers Road. The Planning and Zoning Commission recommended approval of the amendment request at their April 25th meeting.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Consider

Approving a request to waive fees on a

Vacant Property

Evers Road at Seneca Drive

City Council Meeting
Mindy Teague, Director
May 2, 2023

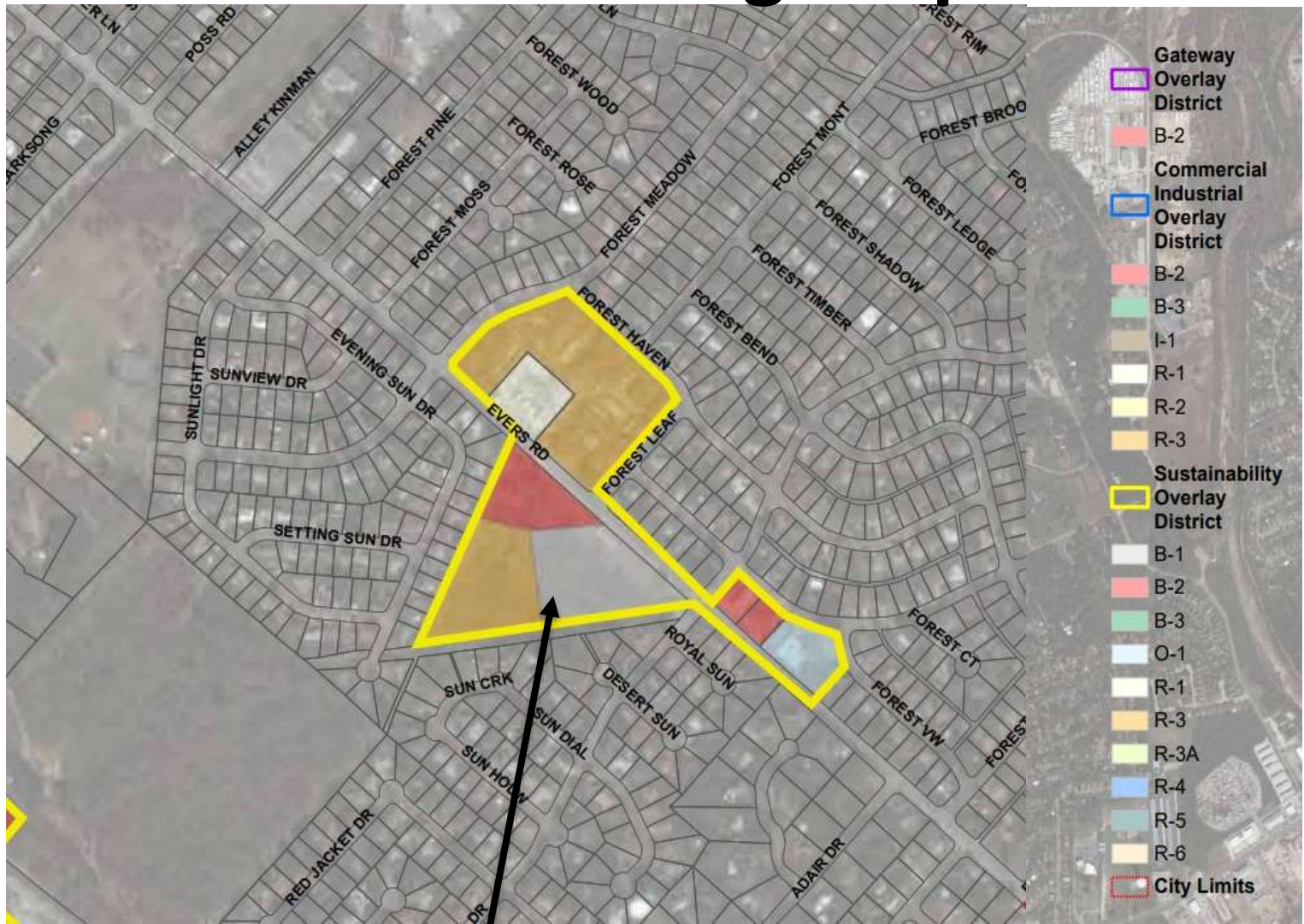
Request

- By Mr. Samir Chehade
- To waive fees for a PDD on a vacant tract of land on Evers at Seneca
- He is considering the development of an R-6 Garden Home development project on this site

Purpose

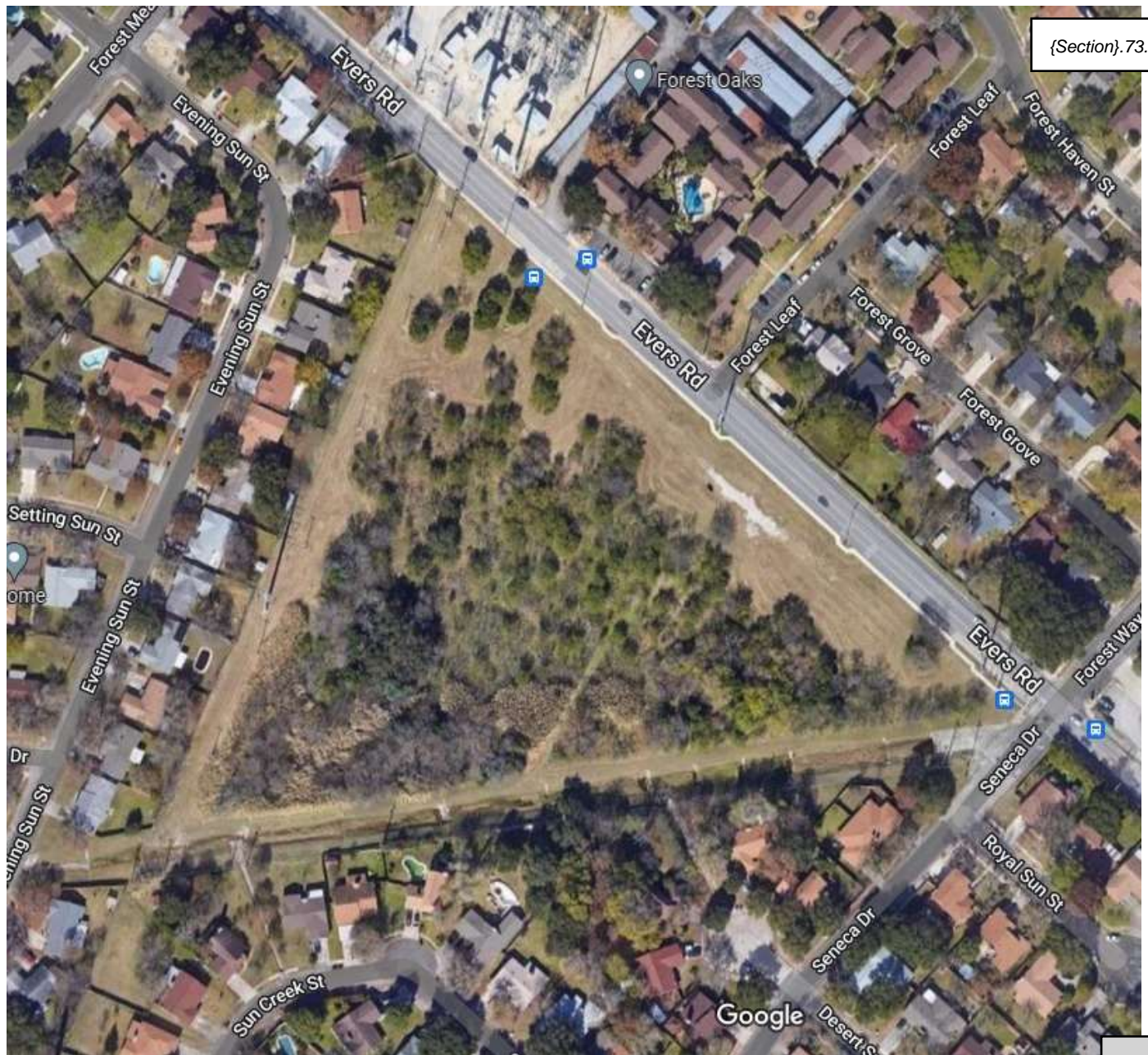
- Property is a 9.1740-acre tract of land known as Parcel 4A, Abstract 530, County Block 4432
- The purpose of this item is to consider a recommendation on a request to waive fees for an amendment request to Planned Development District Case #2022-31
- The normal fee for a Planned Development District for this property would be \$5,000

Location & Zoning Map



0 Evers Rd

Aerial View



Staff Recommendation

- The Planning and Zoning Commission recommended approval of reducing the fee to \$1,000, which will adequately cover the costs associated with reviews by City staff, publication, mailing and supplies at their April 25th meeting

S.E.E. Statement

- Social – The request adequately reflects the fees that would be needed to facilitate the request, which is fair and equitable
- Economic –The PDD will promote development and an increase in sales and ad valorem tax
- Environmental – New construction includes modern building standards, which include environmentally friendly options

MAYOR AND COUNCIL COMMUNICATION

DATE: May 2, 2023
TO: Mayor and Council
FROM: Mindy Teague, Planning and Zoning Director
THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion and Public Hearing to Consider an approval on a Request to Amend Planned Development District #2022-31 to Amend the Approved Site Plan on a 9.180 acre unplatted parcel of land located at the corner of Evers Road and Seneca Drive, Being P-4A, ABS 530, CB 4432. (1st Read as Required by City Charter)

SPONSOR(S): None

PURPOSE:

The purpose of this item is to consider a recommendation on a request to amend approved Planned Development District Case #2022-31. The applicant proposes a reduction in the number of housing units from 94 to 67 and to relocate the entrance due to a utility conflict. He is also requesting the ability to retain the original approval of the 94 units.

Staff Analysis:

City Code Chapter 15 Zoning, Section 15.02.327, which regulates Planned Development Districts states:

“(7) Deviations from approved PD project plan.

(A) Minor deviations. In determining whether development applications are consistent with the PD project plan, minor deviations from the PD project plan may be approved by the planning and zoning director. Unless otherwise specified in the adopting ordinance, minor deviations are limited to the following:

(i) Corrections in spelling, distances, and other labeling that does not affect the overall development concept.

(ii) Change in building layout, when shown, that is less than a ten percent increase in size.

(iii) Changes in the proposed property lines internal to the PD district, as long as the originally approved district boundaries are not altered.

(iv) Changes in parking layouts as long as the number of required spaces is not decreased and the general original design is maintained.

(B) Major deviations from the approved PD project plan. All major deviations from the approved PD project plan shall be submitted to the planning and zoning commission for recommendation and city council for approval as an amendment to the PD district.”

Even though the number of units is being decreased, the deviation requested is more than 10% of the approved site plan. Reducing the number of units will reduce the traffic generated by the development.

Alternatives:

- Recommend approval of the amendment request
- Recommend conditional approval of the request, contingent upon receipt of a completed and satisfactory Project Plan.
- Denial of the request – if denied, the applicant will have to wait for a period of six months prior to resubmitting an application for this property.

SEE LEON VALLEY

- Social Equity - The request will facilitate the development of more diverse housing options in Leon Valley.
- Economic Development - The request will promote development and an increase in sales and ad valorem tax.
- Environmental Stewardship – New construction includes modern building standards, which include environmentally friendly options.

FISCAL IMPACT

The City will see an increase in ad valorem and sales and use taxes.

RECOMMENDATION

This request addresses a unique parcel of land in a manner that is compatible with surrounding land uses and the reduction in the number of housing units will reduce the traffic burden on Evers Road. The Planning and Zoning Commission recommended approval of the amendment request at their April 25th meeting.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

**Consider Approving a
Request to Amend PDD 2022-31
PDD/R-6 Garden Home Base Zoning
District**

Evers Road at Seneca Drive

Regular City Council Meeting

Mindy Teague, Director

May 2, 2023

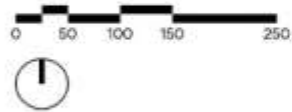
Request

- By Mr. Samir Chehade
- To amend PDD 2022-31 - a vacant tract of land on Evers at Seneca zoned PD with R-6 Garden Home base zoning
- He is considering the development of an R-6 Garden Home project on this site

Purpose

- Property is a 9.1740-acre tract of land known as Parcel 4A, Abstract 530, County Block 4432
- Applicant proposes:
 - Reduction in the number of housing units from 94 to 67
 - Relocate the entrance due to a utility conflict
 - Retain the original approval of the 94 units

Approved Site Plan



Trilogy at Huebner Creek

Site Plan

Plan Details

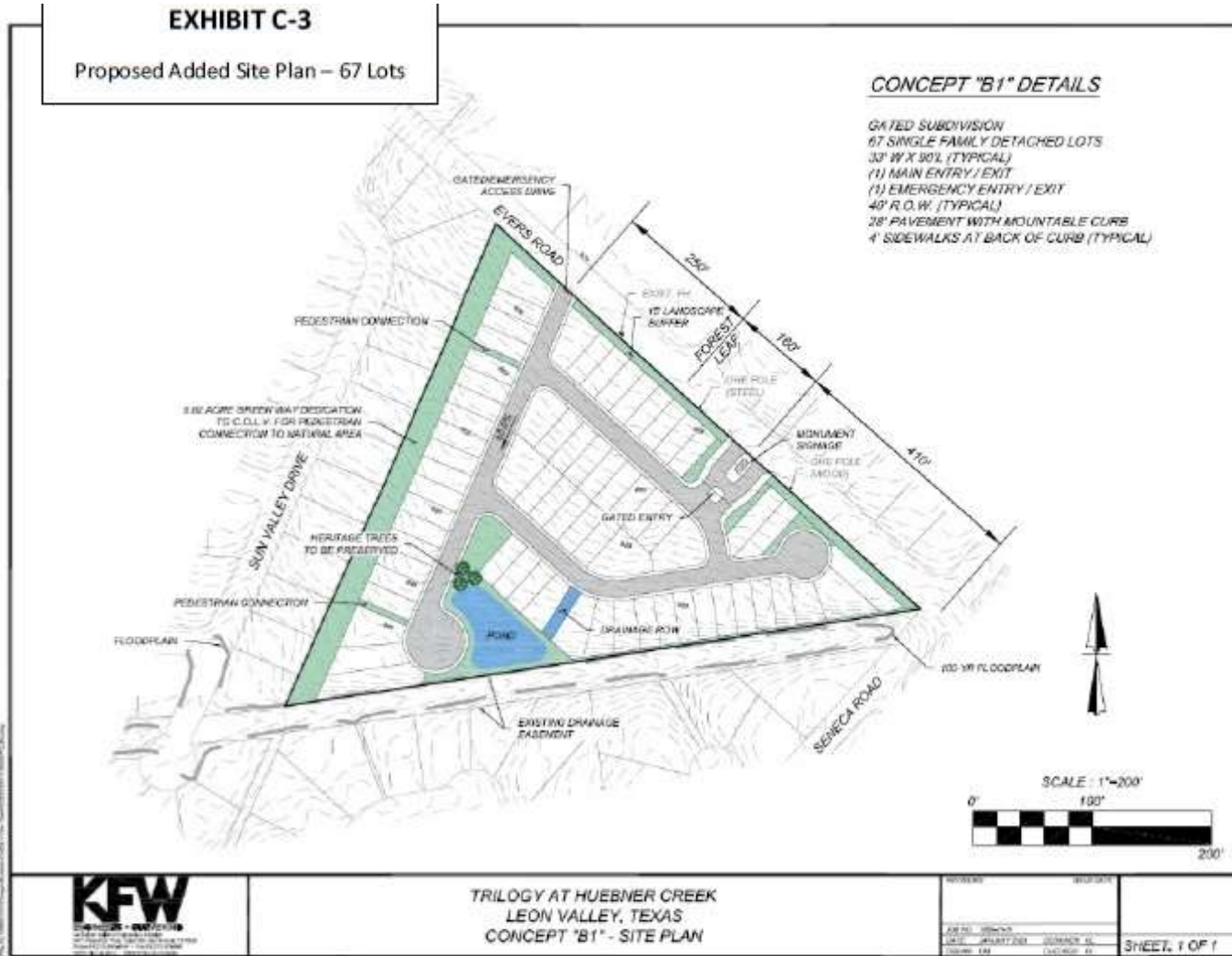
- 94 Single-Family Detached Lots
- Base Zoning: "R-6", Garden Home Dwelling District
- Gated Subdivision
- 28' W x 70' L - Typical
- Minimum Lot Size: 1,960 SF
- Heritage Tree Preservation
- 2-Pocket Parks (1/3-Acre)

Potential Dedication/
Transfer to the City
of Leon Valley

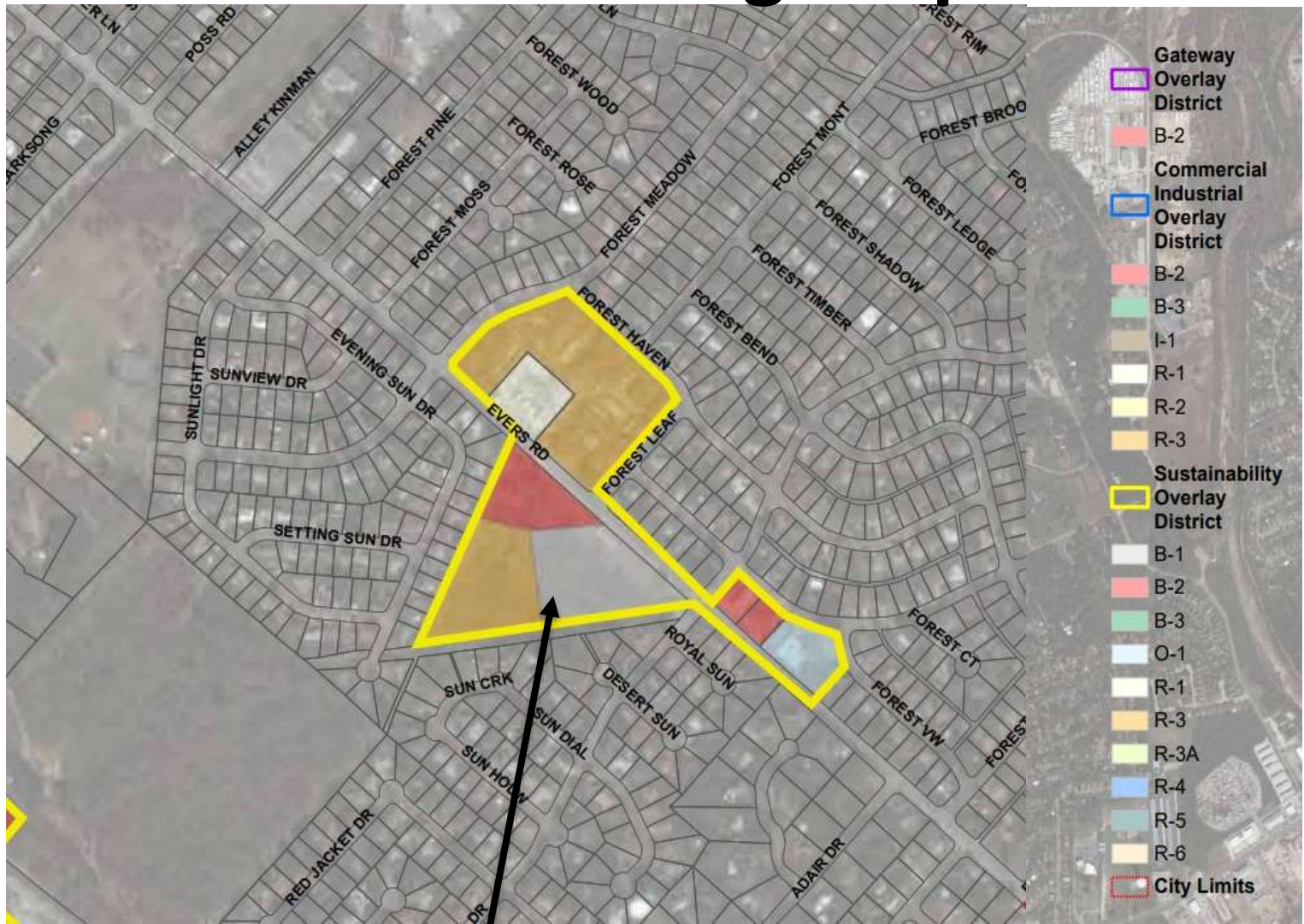
Area Reserved for
Detention As
Required

Pocket Park

Proposed Site Plan

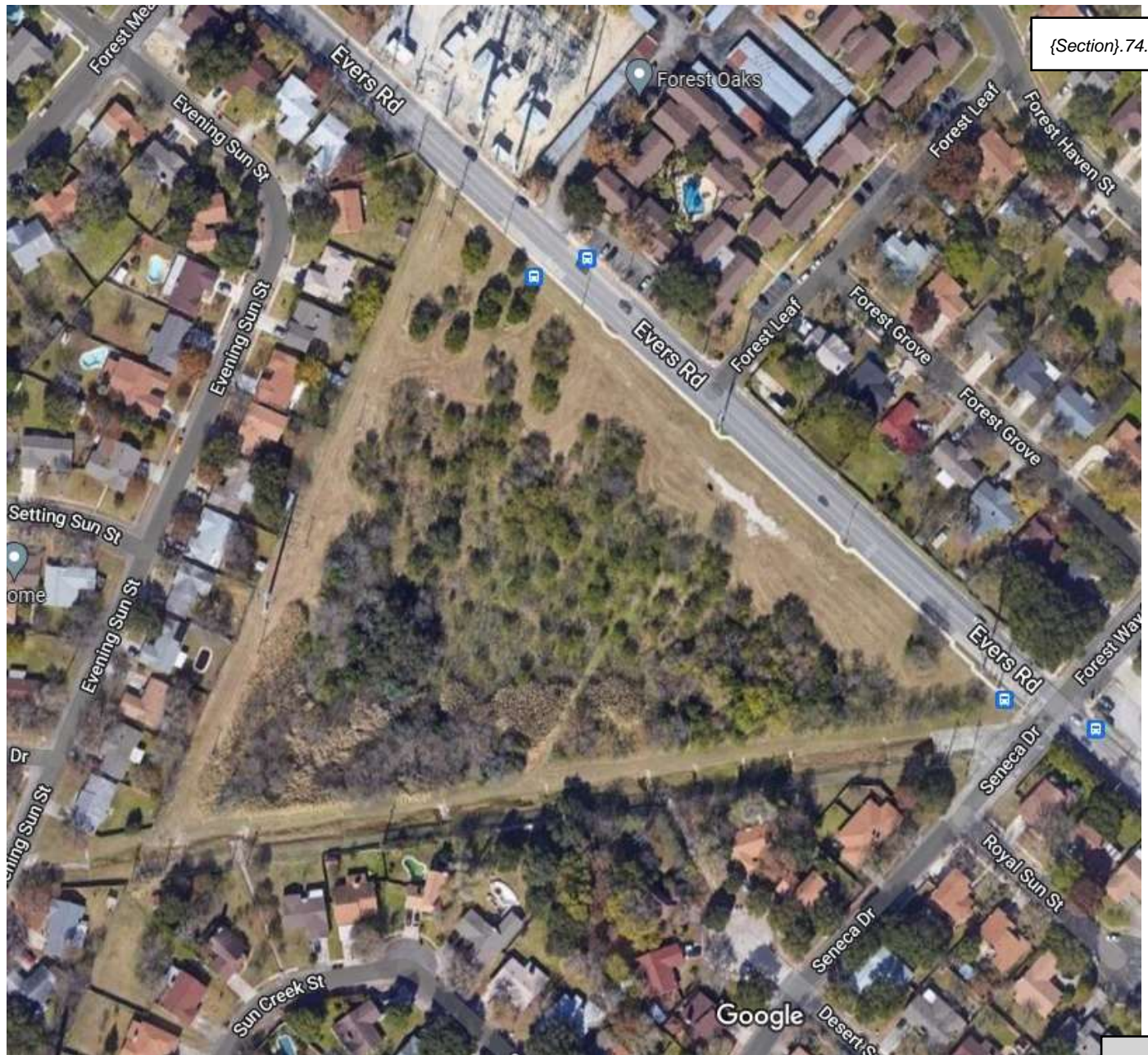


Location & Zoning Map



0 Evers Rd

Aerial View



{Section}.74.

Staff Analysis

- City Code Chapter 15 Zoning, Section 15.02.327, which regulates Planned Development Districts states:
 - Minor deviations - In determining whether development applications are consistent with the PD project plan, minor deviations from the PD project plan may be approved by the planning and zoning director
 - Major deviations from the approved PD project plan - All major deviations from the approved PD project plan shall be submitted to the planning and zoning commission for recommendation and city council for approval as an amendment to the PD district

Staff Analysis

{Section}.74.

- Even though the number of units is being decreased, the deviation requested is more than 10% of the approved site plan
- Reducing the number of units will reduce the traffic generated by the development

Staff Recommendation

- This request addresses a unique parcel of land in a manner that is compatible with surrounding land uses and the reduction in the number of housing units will reduce the traffic burden on Evers Road
- The Planning and Zoning recommended approval of the amendment request at their April 25th meeting

Alternatives

- Recommend approval of the amendment request
- Recommend denial of the request
- Other

S.E.E. Statement

- Social Equity - The request will facilitate the development of more diverse housing options in Leon Valley
- Economic Development - The request will promote development and an increase in sales and ad valorem tax
- Environmental Stewardship – New construction includes modern building standards, which include environmentally friendly options

AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AMENDING PLANNED DEVELOPMENT DISTRICT #2022-31 TO AMEND THE APPROVED SITE PLAN ON A 9.180 ACRE UNPLATTED PARCEL OF LAND LOCATED AT THE CORNER OF EVERS ROAD AND SENECA DRIVE, BEING P-4A, ABS 530, CB 4432; PROVIDING A REPEALER CLAUSE; SEVERABILITY CLAUSE; NOTICE OF MEETING; SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Leon Valley recommended approval of amending Planned Development District #2031-31 to retain the original number of units, allow a reduced number of units, and to relocate the main entrance to the subdivision, on a 9.180 acre unplatted parcel of land located at the corner of Evers Road and Seneca Drive, 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 zone change, as requested at the subject location.

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

SECTION 1. That the proposed amendment to Development District #2022-31 to allow the developer to retain the ability to construct the original number of units or to reduce the number of units, and to relocate the entrance to the subdivision, is hereby approved.

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 2nd day of May 2023.

APPROVED

CHRIS RILEY
MAYOR

Attest: _____
SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: _____
NICOLE WARREN
City Attorney

MAYOR AND COUNCIL COMMUNICATION

DATE: April 25, 2023

TO: Mayor and Council

FROM: Roque Salinas, Director of Economic Development

THROUGH: Crystal Caldera, City Manager

SUBJECT: **SA City Barber Shop Grant Application.**

SPONSOR(S): N/A

PURPOSE

SA City Barber Shop is seeking a grant in the amount of \$7,250 from Economic and Community Development Funds to modernize the location with new capital equipment to hire new barbers. The funds will also be used to purchase a new exterior sign for the business.

SEE LEON VALLEY

Social – N/A

Economic – The City will provide a diverse and versatile business environment that supports a healthy economy.

Environmental – N/A

FISCAL IMPACT

\$7,250 from Economic and Community Development Funds.

STRATEGIC GOALS

This partnership is in line with the city's goal of economic development to recruit and retain businesses in the city.

RECOMMENDATION

EDC advisory board has recommended that the application be approved 4-0 on April 24, 2023

At council discretion

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

STATE OF TEXAS

§

GRANT AGREEMENT

§

BETWEEN CITY OF LEON VALLEY

§

AND SA CITY BARBER SHOP

COUNTY OF BEXAR

§

This Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF LEON VALLEY ("CoLV") and SA CITY BARBER SHOP, acting by and through its representative ("Grantee") (CoLV and Grantee collectively referred to herein as the "Parties").

WHEREAS, the Grantee's property is located at 5724 Wurzbach Road, Suite B, Leon Valley, Texas 78238. (the "Property") in the exclusive manner specified herein; and

WHEREAS, Article III, Section 52-a of the Texas Constitution gives the Texas Legislature the authority to provide for Grants of public money for the development and diversification of the State's economy and the elimination of unemployment or underemployment; and

WHEREAS, the CoLV's mission is to provide a diverse and versatile business environment that supports a healthy economy. The City will exhibit a distinctive and welcoming identity at its boundaries and throughout the community. The City will attract, expand and retain viable businesses to promote development and redevelopment, including a town-centered design, pedestrian friendly connections and world class public transit.

WHEREAS, the CoLV intends, and in connection with such intention, has approved the proposed Small Business Encouragement Grant, which has been described in an application from the Grantee, attached and incorporated herein by reference as Exhibit A (the "Project"); and

WHEREAS, has agreed to provide up to Seven Thousand Two Hundred and Twenty-Five Dollars (\$7,250.00) "Grant" to the Grantee to modernize the location with new equipment to hire new barbers, and new equipment to attract new customers including for the purchase of a new exterior sign for the business, as defined herein, associated with the Grant for the purpose of encouraging and supporting small businesses in the City;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. AGREEMENT PURPOSE

- A. **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.
- B. **Purpose.** The specific purpose of this Agreement is to provide a grant of funds to Grantee for the purchase new equipment to modernize the shop to hire new barbers and attract new customers with the purchase of new exterior signage. through a one-time reimbursement payment in an amount of up to Seven Thousand Two Hundred and Twenty-Five Dollars (\$7,250.00). This action will be a significant contribution toward a broader purpose to promote, encourage, and protect local businesses, the expansion and protection of the local tax base, and the quality of life for Leon Valley's residents.
- C. **Term.** The term of this Agreement shall begin on the Effective Date and automatically expire upon the date the Grant is provided or unless sooner terminated as provided herein.

SECTION 2. CONDITIONS TO GRANTS

- A. **Conditions.** The obligation for CoLV to pay any and all of the Grants hereunder shall be conditioned upon compliance with and satisfaction of each of the conditions set forth below:
1. To receive the Grant, Grantee must submit to CoLV documentation substantiating Grantee's Eligible Costs used for the purchase stated purpose of the grant. Such documentation must include receipts of purchase, delivery, and proof of installation at the Property.
 2. To receive Grant consideration, Grantee must submit legible copies of the Certificate of Occupancy and Texas Sales Tax Certificate, where applicable.
 3. CoLV will issue the Grant monies to Grantee within 10 days of its review and approval of the Grantee's documentation of Eligible Costs.
 4. Grantee shall submit a completed application and all documentation to CoLV on or before November 2, 2023. CoLV City Council shall have sole authority and discretion to grant an extension.
 5. Prohibition on Default. The Grantee shall not receive any Grant funds in the event of Grantee's uncured breach or default of this Agreement.

SECTION 3. USE OF GRANT FUNDS

- A. The Grantee understands that this Grant was designed to be used solely for defined purpose.
- B. Eligible Costs for reimbursement by the Grant are for the defined purpose and not to exceed the established maximum disbursement per business.
- C. The funds to be awarded to Grantee under this Agreement are in the amount of up to Seven Thousand Two Hundred and Twenty-Five Dollars (\$7,250.00) “Grant”. Grantee acknowledges and agrees that CoLV’s obligation and agreement to pay the Grant under this Agreement is subject to the approval and appropriation of funds by the City of Leon Valley City Council.
- D. CoLV shall not be obligated to pay any monies beyond the amount of the Grant and is only obligated to make Grants from approved sources budgeted and approved by the City Council. Grantee represents that it understands that any expenditures by the Grantee in anticipation of reimbursement from Grant funds shall never be obligations of any CoLV fund and is subject to the extent and availability of actual grant funds to reimburse.

SECTION 4 TERMINATION

- A. **Termination.** This Agreement shall terminate upon the occurrence of anyone or more of the following:
 - 1. Sixty (60-days) after Eligible Costs have been reviewed, approved and disbursed by CoLV up to the amount of the Grant;In addition, CoLV will have the sole discretion and option to terminate this Agreement in the event:
 - 1. Grantee breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - 2. Grantee has ceased its business operations at the Property;
 - 3. Grantee is a party to voluntary or involuntary bankruptcy proceeding;
- B. **Repayment of the Grant.** In the event the Agreement is terminated, then Grantee shall immediately refund to CoLV an amount equal to the sum of the Grant monies paid by CoLV to Grantee pursuant to this Agreement. Notwithstanding the foregoing, Grantee will not be required to repay the Grant if the Agreement is terminated under Section 4A(1).

SECTION 5 INDEMNIFICATION

THE GRANTEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COLV AND THE OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE COLV, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE COLV, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE GRANTEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF THE GRANTEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COLV UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE COLV AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE GRANTEE SHALL PROMPTLY ADVISE THE COLV IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE COLV OR THE GRANTEE KNOWN TO THE GRANTEE RELATED TO OR ARISING OUT OF THE GRANTEE'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE GRANTEE'S COST. THE COLV SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE GRANTEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY GRANTEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS COLV FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF COLV IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF COLV IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF COLV ANY CLAIM OR LITIGATION BROUGHT AGAINST COLV AND ITS OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES,

IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE COLV SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT FOR THE APPLICABLE PERIOD OF LIMITATION AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE COLV PERMITTED BY LAW.

SECTION 5 MISCELLANEOUS

A. Grantee shall comply with all applicable federal, state and City laws and regulations, as amended. Grantee agrees to obtain and maintain, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the business. At its sole cost and expense, Grantee shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required.

B. Grantee represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

C. In no event shall the CoLV be liable for any expenses of Grantee not eligible or allowable for reimbursement by the Grant.

D. Grantee represents and warrants that the documentation verifying the Eligible Costs submitted to the CoLV for reimbursement by Grant funds are true and correct. Grantee's submission of falsified information or the failure to timely submit all information by Grantee as requested by CoLV is breach of this Agreement and grounds for termination of this Agreement.

E. Grantee shall use generally accepted accounting principles and establish and use internal administrative controls to preclude theft, embezzlement, improper inducement and obstruction of investigation or other criminal action and to prevent fraud and program abuse.

F. CoLV will not be liable to Grantee or any other entity for any additional costs incurred by Grantee.

G. It is expressly understood and agreed by the Parties hereto that CoLV is contracting with Grantee as an Independent Contractor, and that Grantee, its employees and subcontractors are not employees of the CoLV.

H. Except as specifically provided in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both Parties to this Agreement upon CoLV approval and authorization of Grantee.

I. This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any

of the terms, covenants and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

J. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

K. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Bexar County, Texas.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****
SIGNATURE ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of _____, 2023 (the “Effective Date”).

GRANTOR:
CITY OF
LEON VALLEY

SA City Barber Shop:
JAMES GUTIERREZ JR
SA CITY BARBER SHOP

Crystal Caldera
Leon Valley City Manager

JAMES GUTIERREZ JR
Owner

Roque Salinas
Director of Economic Development

EXHIBIT A

[ATTACH GRANT APPLICATION HERE]

**APPLICATION FOR ECONOMIC AND COMMUNITY DEVELOPMENT FUNDS
CITY OF LEON VALLEY ECONOMIC DEVELOPMENT DEPARTMENT**

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF BEXAR §

/

PART 1 – APPLICATION INFORMATION

Date of Application:	2/27/2023
Company Name:	SA City Barber Shop
Address:	[REDACTED]
Representative Submitting Application:	James Gutierrez Jr
Local Address:	[REDACTED]
Phone Number:	[REDACTED]
State of Incorporation:	Texas
Years in City:	6
Total Employees in City:	1

PART 2 – PROJECT INFORMATION

Location Address:	5724 Wurzbach Road, Suite B, Leon Valley, TX 78238
Legal Description:	

Project Description			
New Construction <input type="checkbox"/>	Expansion <input type="checkbox"/>	Community <input type="checkbox"/>	Modernization <input checked="" type="checkbox"/>

Type of Facility			
Retail Sales <input type="checkbox"/>	Manufacturing <input type="checkbox"/>	Distribution <input type="checkbox"/>	Service <input checked="" type="checkbox"/>
Restaurant <input type="checkbox"/>	Office <input type="checkbox"/>	Other <input type="checkbox"/>	Not Applicable <input type="checkbox"/>

PART 3 – ECONOMIC INFORMATION

Project Cost Estimate:	\$7,250.00
Amount Requested:	\$7,250.00
Start Date:	04/01/2023
Permanent Job Creation:	4

Received by
CITY of LEON VALLEY
Date: 4/3/2023
Initials: R/S

PART 4 – NARRATIVE**Introduction of Business / Business Model:**

The business model for SA City Barber Shop is to provide professional barber services to the local community in Leon Valley and area.

Chief Officers or Owners:	Title:	Phone number:
James Gutierrez Jr	owner	

Reasons for Seeking Economic and Community Development Funds:

Due to a profit decrease caused by COVID-19, business is seeking to move forward and requests assistance for modern upgrades as well as modern advertisement in an effort to increase clients/customers and revenue for the barber shop, a small locally owned business.

State How the Project will Benefit the City of Leon Valley:
<p>This project benefits the city of Leon Valley in many ways such as hiring local barbers from the area and potential barbers from the local barber school located in the city, Gloria's Barber College. When potential employees are working in the shop, they in turn purchase products/supplies/tools/equipment/overhead, etc. that they utilize as a barber at any off the two local supply stores in Leon Valley. Barbers receive a discount at these locations with their barber license. In addition, employees can purchase food/beverages and gas in the area which generates sales tax and revenue for not only the city but local restaurants, convenient stores and gas stations. Typically, it's not ideal for barbers to travel far from the shop to avoid missing out on walk-in based clientele. These are a few ways the city will receive back funds for the grant and their investment in this project.</p>

Describe the Project:

The project consists of electrical lighting and poles, modern design and signage installation, additional barber station including chair, mat and mirror as well as roller shade.

Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown by zip code. Attach a copy of the businesses most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application:

The potential jobs that will be created are barbering service jobs, also at least 3 additional barber chairs for booth rental - barbers are considered independent contractors.

List any other governmental assistance/incentives being requested or already approved for the project from sources other than the City of Leon Valley:

SA City Barber Shop has recently applied for a grant opportunity for small businesses located in suburban areas in Bexar County, have not been approved.

List any competition or similar businesses in the area:

The local competition to name a few in Leon Valley are Fademasters, Razor Edge, Righteous Cuts, Halftime Cuts, etc.

UNDOCUMENTED WORKER CERTIFICATION

{Section}.75.

Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Leon Valley, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), after receiving any public subsidy, the Company shall promptly give the City written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the City of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature: _____

Name: James Gutierrez

Title: owner

Telephone: _____

E-mail: _____

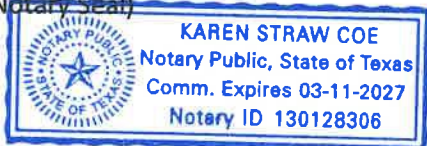
Sworn to and subscribed before me this the 5 day of April, 2023 by
(day) (month) (year)

Signature of Notary

Notary Public, State of: TX

My commission expires: 3-11-2027

(Notary Seal)



SA City Barber Shop Grant Application

Roque Salinas

Economic Development Director

05/2/2023

Summary

Summary

SA City Barber Shop is seeking a grant in the amount of \$7,250 from Economic and Community Development Funds to modernize the location with new capital equipment and to hire new barbers. The funds will also be used to purchase a new exterior sign for the business.

Options:

1. Recommend Approval
2. Recommend Denial

* Grant was received prior to council updating the guidelines

Background

- SA City Barber Shop has been in the Leon Valley Community since 2017 and has remained in business during covid and has provided a welcoming and enjoyable atmosphere for residents.
- The business is looking to remain in Leon Valley and has signed a 3-year lease extension through 2026.
- The Business has a secure credit limit from a private financial institution for the requested amount.



S.E.E. Statement

Social Equity:

- N/A

Economic Development:

- The City will provide a diverse and versatile business environment that supports a healthy economy.

Environmental Stewardship:

- N/A

Strategic Goals

Economic Development is a strategic goal outlined in Leon Valley's Strategic Plan.

This partnership is in line with the city's goal of economic development to recruit and retain businesses in the city.

Recommendation

- EDC advisory board has recommended that the application be approved 4-0 on April 24, 2023.
- At council discretion

MAYOR AND COUNCIL COMMUNICATION

DATE: April 24, 2023

TO: Mayor and Council

FROM: Roque Salinas, Director of Economic Development

THROUGH: Crystal Caldera, City Manager

SUBJECT: **Smash Dance Grant Application.**

SPONSOR(S): N/A

PURPOSE

Smash Dance is seeking a grant in the amount not to exceed \$ 9,321 from Economic and Community Development Funds to modernize the Smash Dance Academy. The grant will purchase outdoor features to create a more welcoming environment, 3M film tint for the windows at the location to reduce the heat inside, and to purchase and install soundproof wall panels to reduce noise escaping into the neighboring businesses.

SEE LEON VALLEY

Social – N/A

Economic – The City will provide a diverse and versatile business environment that supports a healthy economy.

Environmental – N/A

FISCAL IMPACT

\$9,321 from Economic and Community Development Funds.

STRATEGIC GOALS

This partnership is in line with the city's goal of economic development to recruit and retain businesses in the city.

RECOMMENDATION

EDC advisory board has recommended that the application be approved 4-0 on 4/24/2023.

At council discretion

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

STATE OF TEXAS

§

GRANT AGREEMENT

§

BETWEEN CITY OF LEON VALLEY

§

AND SMASH DANCE

COUNTY OF BEXAR

§

This Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF LEON VALLEY ("CoLV") and SMASH DANCE , acting by and through its representative ("Grantee") (CoLV and Grantee collectively referred to herein as the "Parties").

WHEREAS, the Grantee's property is located at 6883 Bandera Road, Suite 6877 & 6879, Leon Valley, Texas 78238. (the "Property") in the exclusive manner specified herein; and

WHEREAS, Article III, Section 52-a of the Texas Constitution gives the Texas Legislature the authority to provide for Grants of public money for the development and diversification of the State's economy and the elimination of unemployment or underemployment; and

WHEREAS, the CoLV's mission is to provide a diverse and versatile business environment that supports a healthy economy. The City will exhibit a distinctive and welcoming identity at its boundaries and throughout the community. The City will attract, expand and retain viable businesses to promote development and redevelopment, including a town-centered design, pedestrian friendly connections and world class public transit.

WHEREAS, the CoLV intends, and in connection with such intention, has approved the proposed Small Business Encouragement Grant, which has been described in an application from the Grantee, attached and incorporated herein by reference as Exhibit A (the "Project"); and

WHEREAS, has agreed to provide up to Nine Thousand Three Hundred and Twenty-One Dollars (\$9,321.00) "Grant" to the Grantee to modernize location with outdoor features to create a more welcoming environment, to purchase a 3M film tint for the windows at the location to reduce the heat inside, and to purchase and install soundproof wall panels to reduce noise escaping into the neighboring businesses, as defined herein, associated with the Grant for the purpose of encouraging and supporting small businesses in the City;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. AGREEMENT PURPOSE

- A. **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.
- B. **Purpose.** The specific purpose of this Agreement is to provide a grant of funds to Grantee for the purchase new equipment to modernize location with outdoor features to create a more welcoming environment, to purchase a 3M film tint for the windows at the location to reduce the heat inside, and to purchase and install soundproof wall panels to reduce noise escaping into the neighboring businesses, through a one-time reimbursement payment in an amount of up to Nine Thousand Three Hundred and Twenty-One Dollars (\$9,321.00). This action will be a significant contribution toward a broader purpose to promote, encourage, and protect local businesses, the expansion and protection of the local tax base, and the quality of life for Leon Valley's residents.
- C. **Term.** The term of this Agreement shall begin on the Effective Date and automatically expire upon the date the Grant is provided or unless sooner terminated as provided herein.

SECTION 2. CONDITIONS TO GRANTS

- A. **Conditions.** The obligation for CoLV to pay any and all of the Grants hereunder shall be conditioned upon compliance with and satisfaction of each of the conditions set forth below:
1. To receive the Grant, Grantee must submit to CoLV documentation substantiating Grantee's Eligible Costs used for the purchase stated purpose of the grant. Such documentation must include receipts of purchase, delivery, and proof of installation at the Property.
 2. To receive Grant consideration, Grantee must submit legible copies of the Certificate of Occupancy and Texas Sales Tax Certificate, where applicable.
 3. CoLV will issue the Grant monies to Grantee within 10 days of its review and approval of the Grantee's documentation of Eligible Costs.
 4. Grantee shall submit a completed application and all documentation to CoLV on or before November 2, 2023. CoLV City Council shall have sole authority and discretion to grant an extension.
 5. Prohibition on Default. The Grantee shall not receive any Grant funds in the event of Grantee's uncured breach or default of this Agreement.

SECTION 3. USE OF GRANT FUNDS

- A. The Grantee understands that this Grant was designed to be used solely for defined purpose.
- B. Eligible Costs for reimbursement by the Grant are for the defined purpose and not to exceed the established maximum disbursement per business.
- C. The funds to be awarded to Grantee under this Agreement are in the amount of up to Nine Thousand Three Hundred and Twenty-One Dollars (\$9,321.00) “Grant”. Grantee acknowledges and agrees that CoLV’s obligation and agreement to pay the Grant under this Agreement is subject to the approval and appropriation of funds by the City of Leon Valley City Council.
- D. CoLV shall not be obligated to pay any monies beyond the amount of the Grant and is only obligated to make Grants from approved sources budgeted and approved by the City Council. Grantee represents that it understands that any expenditures by the Grantee in anticipation of reimbursement from Grant funds shall never be obligations of any CoLV fund and is subject to the extent and availability of actual grant funds to reimburse.

SECTION 4 TERMINATION

- A. **Termination.** This Agreement shall terminate upon the occurrence of anyone or more of the following:
 - 1. Sixty (60-days) after Eligible Costs have been reviewed, approved and disbursed by CoLV up to the amount of the Grant;In addition, CoLV will have the sole discretion and option to terminate this Agreement in the event:
 - 1. Grantee breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - 2. Grantee has ceased its business operations at the Property;
 - 3. Grantee is a party to voluntary or involuntary bankruptcy proceeding;
- B. **Repayment of the Grant.** In the event the Agreement is terminated, then Grantee shall immediately refund to CoLV an amount equal to the sum of the Grant monies paid by CoLV to Grantee pursuant to this Agreement. Notwithstanding the foregoing, Grantee will not be required to repay the Grant if the Agreement is terminated under Section 4A(1).

SECTION 5 INDEMNIFICATION

THE GRANTEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COLV AND THE OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE COLV, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE COLV, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE GRANTEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF THE GRANTEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COLV UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE COLV AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE GRANTEE SHALL PROMPTLY ADVISE THE COLV IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE COLV OR THE GRANTEE KNOWN TO THE GRANTEE RELATED TO OR ARISING OUT OF THE GRANTEE'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE GRANTEE'S COST. THE COLV SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE GRANTEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY GRANTEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS COLV FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF COLV IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF COLV IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF COLV ANY CLAIM OR LITIGATION BROUGHT AGAINST COLV AND ITS OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES,

IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE COLV SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT FOR THE APPLICABLE PERIOD OF LIMITATION AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE COLV PERMITTED BY LAW.

SECTION 5 MISCELLANEOUS

A. Grantee shall comply with all applicable federal, state and City laws and regulations, as amended. Grantee agrees to obtain and maintain, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the business. At its sole cost and expense, Grantee shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required.

B. Grantee represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

C. In no event shall the CoLV be liable for any expenses of Grantee not eligible or allowable for reimbursement by the Grant.

D. Grantee represents and warrants that the documentation verifying the Eligible Costs submitted to the CoLV for reimbursement by Grant funds are true and correct. Grantee's submission of falsified information or the failure to timely submit all information by Grantee as requested by CoLV is breach of this Agreement and grounds for termination of this Agreement.

E. Grantee shall use generally accepted accounting principles and establish and use internal administrative controls to preclude theft, embezzlement, improper inducement and obstruction of investigation or other criminal action and to prevent fraud and program abuse.

F. CoLV will not be liable to Grantee or any other entity for any additional costs incurred by Grantee.

G. It is expressly understood and agreed by the Parties hereto that CoLV is contracting with Grantee as an Independent Contractor, and that Grantee, its employees and subcontractors are not employees of the CoLV.

H. Except as specifically provided in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both Parties to this Agreement upon CoLV approval and authorization of Grantee.

I. This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any

of the terms, covenants and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

J. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

K. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Bexar County, Texas.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****
SIGNATURE ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of _____, 2023 (the “Effective Date”).

GRANTOR:
CITY OF
LEON VALLEY

SMASH DANCE:
LISA VALDES
SMASH DANCE

Crystal Caldera
Leon Valley City Manager

LISA VALDES
Owner

Roque Salinas
Director of Economic Development

EXHIBIT A

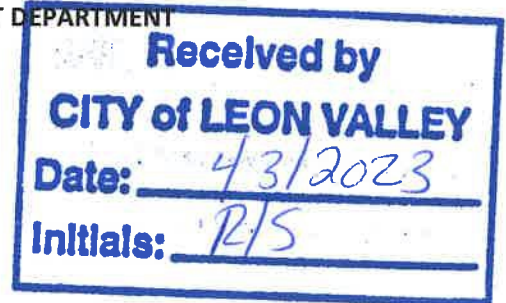
[ATTACH GRANT APPLICATION HERE]

**APPLICATION FOR ECONOMIC AND COMMUNITY DEVELOPMENT FUNDS
CITY OF LEON VALLEY ECONOMIC DEVELOPMENT DEPARTMENT**

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF BEXAR §

**PART 1 – APPLICATION INFORMATION**

Date of Application:	3/10/2023
Company Name:	Smash Dance
Address:	[REDACTED]
Representative Submitting Application:	Lisa Valdes
Local Address:	[REDACTED]
Phone Number:	[REDACTED]
State of Incorporation:	tx
Years in City:	13
Total Employees in City:	Contractors

PART 2 – PROJECT INFORMATION

Location Address:	[REDACTED]
Legal Description:	

Project Description			
New Construction	<input type="checkbox"/>	Expansion	<input type="checkbox"/>
Community	<input checked="" type="checkbox"/>	Modernization	<input type="checkbox"/>

Type of Facility			
Retail Sales	<input type="checkbox"/>	Manufacturing	<input type="checkbox"/>
Distribution	<input type="checkbox"/>	Service	<input checked="" type="checkbox"/>
Restaurant	<input type="checkbox"/>	Office	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

PART 3 – ECONOMIC INFORMATION

Project Cost Estimate:	\$9,321
Amount Requested:	\$9,321
Start Date:	06/01/2023
Permanent Job Creation:	Smash Improvements

PART 4 – NARRATIVE**Introduction of Business / Business Model:**

SMASH Dance Fitness is a family friendly boutique performance art studio for kids and adults. What differentiates us from other dance studios is that we provide a wide variety of diverse fun dance classes for the entire family. We believe in Kindness and community. We teach all of our students of all ages to give back to the community and express themselves through dance and music. Since 2012, Smash has been part of the Leon Valley, they not only get to learn new skills and burn calories, but they also get to experience being part of our positive community impact. Smash is now 100% women and Hispanic owned.

Chief Officers or Owners:	Title:	Phone number:
Lisa Valdes	President	

Reasons for Seeking Economic and Community Development Funds:

To modernize our store front dance studio for our community by adding an external waiting area for parents to sit and wait for students. We want to provide an inviting space with artificial turf at the front of the building. We also add acoustic panels to reduce the amount of noise to be better business neighbors. Finally, we would also like to add a strong tint to our windows to reduce the stress on our air conditioner units.

State How the Project will Benefit the City of Leon Valley:

The outside front patio will look beautiful for the community and be a welcoming place for parents to sit while waiting for their children. Adults students who take more than one class will also have a nice seating area as well. The project would create a nicer visual in our plaza helping all the other business neighbors too. The professional sound proof walls would help continue keeping our Leon Valley businesses neighbors happy. We currently are friends with all of them, and do our best to control sound, but getting professional sound proof material added on to our walls would keep them happier.

Describe the Project:

To improve the appearance of the store front area by removing small rocks and bushes and replacing them with green turf. This will also make it safer for customers who are currently walking through the rocks and avoid broken glass when landscapers clean up and a rock hits our glass and shatters. This has happened twice. Also adding the acoustic panel helps reduce noise and music to keep our neighbors happy. The tint film on the store front glass will help reduce electricity.

Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown by zip code. Attach a copy of the businesses most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application:

N/A

List any other governmental assistance/incentives being requested or already approved for the project from sources other than the City of Leon Valley:

N/A

List any competition or similar businesses in the area:

Esta Noche Dance Studio

ABCDE Dance Studio

UNDOCUMENTED WORKER CERTIFICATION

Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Leon Valley, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), after receiving any public subsidy, the Company shall promptly give the City written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the City of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature: *Lisa Valdes*

Name: Lisa Valdes

Title: President

Telephone: [REDACTED]

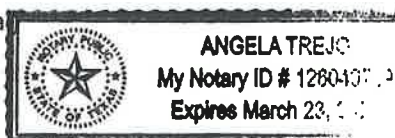
E-mail: [REDACTED]

Sworn to and subscribed before me this the 03 day of April, 2023, by [Signature]
(day) (month) (year)

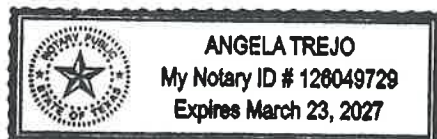
Signature of Notary

Notary Public, State of: Texas

(Notary Seal)



My commission expires: 3/23/27



Smash Dance Grant Application

Roque Salinas
Economic Development Director
5/2/2023

Summary

Summary

Smash Dance Academy is seeking a grant in the amount of \$9,321 from Economic and Community Development Funds to modernize the location with outdoor features to create a more welcoming environment, to purchase a 3M film tint for the windows at the location to reduce the heat inside, and to purchase and install soundproof wall panels to reduce noise escaping into the neighboring businesses.

Options:

1. Recommend Approval
2. Recommend Denial

* Grant received prior to the council approving new guidelines.

Background

- Smash Dance Academy has been in the Leon Valley Community since 2012 and provides a variety of diverse dance classes for people of all ages.
- The business is looking to remain in Leon Valley and has signed a lease extension through 2027.
- The Business has a credit limit from a private financial institution for the requested amount.



S.E.E. Statement

Social Equity:

- N/A

Economic Development:

- The City will provide a diverse and versatile business environment that supports a healthy economy.

Environmental Stewardship:

- N/A

Strategic Goals

Economic Development is a strategic goal outlined in Leon Valley's Strategic Plan.

This partnership is in line with the city's goal of economic development to recruit and retain businesses in the city.

Recommendation

- EDC advisory board has recommended that the application be approved 4-0 on 4/24/2023.
- At council discretion

MAYOR AND COUNCIL COMMUNICATION

DATE: April 25, 2023

TO: Mayor and Council

FROM: Roque Salinas, Director of Economic Development

THROUGH: Crystal Caldera, City Manager

SUBJECT: **WOT Auto Spa Grant Application.**

SPONSOR(S): N/A

PURPOSE

WOT Auto Spa is seeking a grant in the amount not to exceed \$ 10,000 from Economic and Community Development Funds to modernize the WOT Auto Spa. The grant will purchase updated fixtures, new signage, a new floor plan for better workstations, fresh paint, and to market the shop.

SEE LEON VALLEY

Social – N/A

Economic – The City will provide a diverse and versatile business environment that supports a healthy economy.

Environmental – N/A

FISCAL IMPACT

\$10,000 from Economic and Community Development Funds.

STRATEGIC GOALS

This partnership is in line with the city's goal of economic development to recruit and retain businesses in the city.

RECOMMENDATION

EDC advisory board has recommended that the application be approved 4-0 on April 24, 2023.

At council discretion

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

STATE OF TEXAS

§

GRANT AGREEMENT

§

BETWEEN CITY OF LEON VALLEY

§

AND WOT AUTO SPA

COUNTY OF BEXAR

§

This Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF LEON VALLEY ("CoLV") and WOT AUTO SPA, acting by and through its representative ("Grantee") (CoLV and Grantee collectively referred to herein as the "Parties").

WHEREAS, the Grantee's property is located at 4700 Timco West, Suite 102 and 103, Leon Valley, Texas 78238. (the "Property") in the exclusive manner specified herein; and

WHEREAS, Article III, Section 52-a of the Texas Constitution gives the Texas Legislature the authority to provide for Grants of public money for the development and diversification of the State's economy and the elimination of unemployment or underemployment; and

WHEREAS, the CoLV's mission is to provide a diverse and versatile business environment that supports a healthy economy. The City will exhibit a distinctive and welcoming identity at its boundaries and throughout the community. The City will attract, expand and retain viable businesses to promote development and redevelopment, including a town-centered design, pedestrian friendly connections and world class public transit.

WHEREAS, the CoLV intends, and in connection with such intention, has approved the proposed Small Business Encouragement Grant, which has been described in an application from the Grantee, attached and incorporated herein by reference as Exhibit A (the "Project"); and

WHEREAS, has agreed to provide up to Ten Thousand Dollars (\$10,000.00) "Grant" to the Grantee to modernize the location with updated fixtures, new signage, a new floor plan for better workstations, and fresh paint. The funds will also be used to better market the shop to customers outside Leon Valley to drive revenue, as defined herein, associated with the Grant for the purpose of encouraging and supporting small businesses in the City;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. AGREEMENT PURPOSE

- A. **Recitals.** The recitals to this Agreement are incorporated herein for all purposes.
- B. **Purpose.** The specific purpose of this Agreement is to provide a grant of funds to Grantee for the purchase new equipment to modernize the location with updated fixtures, new signage, a new floor plan for better workstations, and fresh paint. The funds will also be used to better market the shop to customers outside Leon Valley to drive revenue, through a one-time reimbursement payment in an amount of up to Ten Thousand Dollars (\$10,000.00). This action will be a significant contribution toward a broader purpose to promote, encourage, and protect local businesses, the expansion and protection of the local tax base, and the quality of life for Leon Valley's residents.
- C. **Term.** The term of this Agreement shall begin on the Effective Date and automatically expire upon the date the Grant is provided or unless sooner terminated as provided herein.

SECTION 2. CONDITIONS TO GRANTS

- A. **Conditions.** The obligation for CoLV to pay any and all of the Grants hereunder shall be conditioned upon compliance with and satisfaction of each of the conditions set forth below:
1. To receive the Grant, Grantee must submit to CoLV documentation substantiating Grantee's Eligible Costs used for the purchase stated purpose of the grant. Such documentation must include receipts of purchase, delivery, and proof of installation at the Property.
 2. To receive Grant consideration, Grantee must submit legible copies of the Certificate of Occupancy and Texas Sales Tax Certificate, where applicable.
 3. CoLV will issue the Grant monies to Grantee within 10 days of its review and approval of the Grantee's documentation of Eligible Costs.
 4. Grantee shall submit a completed application and all documentation to CoLV on or before November 2, 2023. CoLV City Council shall have sole authority and discretion to grant an extension.
 5. Prohibition on Default. The Grantee shall not receive any Grant funds in the event of Grantee's uncured breach or default of this Agreement.

SECTION 3. USE OF GRANT FUNDS

- A. The Grantee understands that this Grant was designed to be used solely for defined purpose.
- B. Eligible Costs for reimbursement by the Grant are for the defined purpose and not to exceed the established maximum disbursement per business.
- C. The funds to be awarded to Grantee under this Agreement are in the amount of up to Ten Thousand Dollars (\$10,000.00) “Grant”. Grantee acknowledges and agrees that CoLV’s obligation and agreement to pay the Grant under this Agreement is subject to the approval and appropriation of funds by the City of Leon Valley City Council.
- D. CoLV shall not be obligated to pay any monies beyond the amount of the Grant and is only obligated to make Grants from approved sources budgeted and approved by the City Council. Grantee represents that it understands that any expenditures by the Grantee in anticipation of reimbursement from Grant funds shall never be obligations of any CoLV fund and is subject to the extent and availability of actual grant funds to reimburse.

SECTION 4 TERMINATION

- A. **Termination.** This Agreement shall terminate upon the occurrence of anyone or more of the following:
 - 1. Sixty (60-days) after Eligible Costs have been reviewed, approved and disbursed by CoLV up to the amount of the Grant;In addition, CoLV will have the sole discretion and option to terminate this Agreement in the event:
 - 1. Grantee breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - 2. Grantee has ceased its business operations at the Property;
 - 3. Grantee is a party to voluntary or involuntary bankruptcy proceeding;
- B. **Repayment of the Grant.** In the event the Agreement is terminated, then Grantee shall immediately refund to CoLV an amount equal to the sum of the Grant monies paid by CoLV to Grantee pursuant to this Agreement. Notwithstanding the foregoing, Grantee will not be required to repay the Grant if the Agreement is terminated under Section 4A(1).

SECTION 5 INDEMNIFICATION

THE GRANTEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COLV AND THE OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE COLV, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE COLV, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE GRANTEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF THE GRANTEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COLV UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE COLV AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE GRANTEE SHALL PROMPTLY ADVISE THE COLV IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE COLV OR THE GRANTEE KNOWN TO THE GRANTEE RELATED TO OR ARISING OUT OF THE GRANTEE'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE GRANTEE'S COST. THE COLV SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE GRANTEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY GRANTEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS COLV FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF COLV IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF COLV IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF COLV ANY CLAIM OR LITIGATION BROUGHT AGAINST COLV AND ITS OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE COLV SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT FOR THE APPLICABLE PERIOD OF LIMITATION AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE COLV PERMITTED BY LAW.

SECTION 5 MISCELLANEOUS

A. Grantee shall comply with all applicable federal, state and City laws and regulations, as amended. Grantee agrees to obtain and maintain, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the business. At its sole cost and expense, Grantee shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required.

B. Grantee represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

C. In no event shall the CoLV be liable for any expenses of Grantee not eligible or allowable for reimbursement by the Grant.

D. Grantee represents and warrants that the documentation verifying the Eligible Costs submitted to the CoLV for reimbursement by Grant funds are true and correct. Grantee's submission of falsified information or the failure to timely submit all information by Grantee as requested by CoLV is breach of this Agreement and grounds for termination of this Agreement.

E. Grantee shall use generally accepted accounting principles and establish and use internal administrative controls to preclude theft, embezzlement, improper inducement and obstruction of investigation or other criminal action and to prevent fraud and program abuse.

F. CoLV will not be liable to Grantee or any other entity for any additional costs incurred by Grantee.

G. It is expressly understood and agreed by the Parties hereto that CoLV is contracting with Grantee as an Independent Contractor, and that Grantee, its employees and subcontractors are not employees of the CoLV.

H. Except as specifically provided in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both Parties to this Agreement upon CoLV approval and authorization of Grantee.

I. This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

J. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

K. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Bexar County, Texas.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****
SIGNATURE ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of _____, 2023 (the “Effective Date”).

GRANTOR:
CITY OF
LEON VALLEY

WOT AUTO SPA:
MICHAEL SMITH
WOT AUTO SPA

Crystal Caldera
Leon Valley City Manager

MICHAEL SMITH
Owner

Roque Salinas
Director of Economic Development

EXHIBIT A

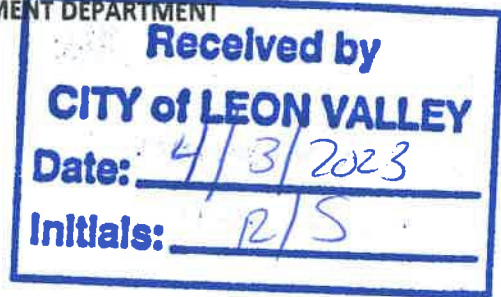
[ATTACH GRANT APPLICATION HERE]

**APPLICATION FOR ECONOMIC AND COMMUNITY DEVELOPMENT FUNDS
CITY OF LEON VALLEY ECONOMIC DEVELOPMENT DEPARTMENT**

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF BEXAR §

**PART 1 – APPLICATION INFORMATION**

Date of Application:	3/21/23
Company Name:	WOT Auto Spa
Address:	[REDACTED]
Representative Submitting Application:	Michael Smith
Local Address:	[REDACTED]
Phone Number:	[REDACTED]
State of Incorporation:	United States
Years in City:	6
Total Employees in City:	Leon Valley

PART 2 – PROJECT INFORMATION

Location Address:	[REDACTED]
Legal Description:	Auto Customization and Protection

Project Description			
New Construction	<input type="checkbox"/>	Expansion	<input type="checkbox"/>
Community	<input type="checkbox"/>	Modernization	<input checked="" type="checkbox"/>

Type of Facility			
Retail Sales	<input checked="" type="checkbox"/>	Manufacturing	<input type="checkbox"/>
Distribution	<input type="checkbox"/>	Service	<input checked="" type="checkbox"/>
Restaurant	<input type="checkbox"/>	Office	<input type="checkbox"/>
Other	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

PART 3 – ECONOMIC INFORMATION

Project Cost Estimate:	10,000
Amount Requested:	10,000
Start Date:	4/17/23
Permanent Job Creation:	N/A

PART 4 – NARRATIVE

Introduction of Business / Business Model:
WOT Auto Detailing, also know as WOT Auto Spa is a specialty auto spa that provides Ceramic Coatings, Paint Protection Films, Vinyl Wrap, Window Tint, and Auto Customization. Our audience is nationwide. We have clients travel from in and out of state to have our services completed on their vehicles. We are a nationally recognized shop and the only specialized training center in the state of Texas for some of our services and products.

Chief Officers or Owners:	Title:	Phone number:
Michael Smith	Owner	██████████

Reasons for Seeking Economic and Community Development Funds:
We are looking to spice up the look of our shop to attract even more attention both locally and nationally. Our shop is due for a facelift and this will help us accomplish that while the auto market stabilizes. Along with the updates, we will be able to market more and hopefully have the chance of adding additional staff members to our team.

State How the Project will Benefit the City of Leon Valley:
Leon Valley is directly impacted by all of our clients. Out of all of our clients (thousands), few live within Leon Valley. This means they are drawn to the city where they use services like Enterprise (rental cars), fuel (gas stations), restaurants, hotels, and other service providers. When we hold our trainings, out of state or out of area guests stay at hotels and visit local small businesses. All of this drives additional revenue for the city.

Describe the Project:

The main focus will be adding additional light tunnels that show off the work we do. This will involve hanging hexagon style lights along with designs in lights throughout the shop. Fresh paint, new signage, new floor plan, better work stations will also be arranged.

Describe the types and numbers of jobs to be generated and provide information on current level of employment including: (a) current payroll; and (b) breakdown by zip code. Attach a copy of the businesses most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at the time of application:

If any jobs are increased it would be 1 individual for a marketing role

List any other governmental assistance/incentives being requested or already approved for the project from sources other than the City of Leon Valley:

N/A

List any competition or similar businesses in the area:

There are no true like kind businesses in Leon Valley. The closest would be in San Antonio

UNDOCUMENTED WORKER CERTIFICATION

Chapter 2264, Subchapter A, Texas Government Code requires that any public agency or economic development corporation shall require a business that submits an application to receive a public subsidy to include a statement certifying that the business does not and will not knowingly employ an undocumented worker. The Company certifies that its operation within Leon Valley, Texas does not and will not knowingly employ an undocumented worker, as defined in Chapter 2264, Subchapter A, Texas Government Code, as amended (the "Act").

Pursuant to the Act, if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), after receiving any public subsidy, the Company shall promptly give the City written notice of such violation and the Company shall repay the amount of the payment with interest, at a rate of 6.75% per annum not later than the 120th day after the date the Company notifies the City of this violation.

AUTHORIZATION AND CERTIFICATION

I am the authorized representative for the Company for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief. I hereby certify and affirm that the Company I represent is in good standing under the laws of the state in which the company, partnership, or sole proprietorship was organized and or operates and that no delinquent taxes are owed to the State of Texas or any political subdivision or entity thereof.

Authorized Official

Authorized Signature: 

Name: Michael Smith

Title: Owner

Telephone: [REDACTED]

E-mail: [REDACTED]

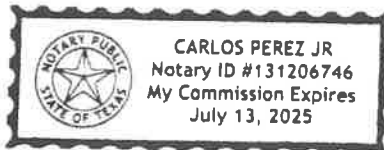
Sworn to and subscribed before me this the 21 day of March, 2023, by
(day) (month) (year)


Signature of Notary

Notary Public, State of: Texas

(Notary Seal)

My commission expires: July 13, 2025



WOT Auto Spa Grant Application

Roque Salinas
Economic Development Director
5/2/2023

Summary

Summary

WOT Auto Spa is seeking a grant in the amount of \$10,000 from Economic and Community Development Funds to modernize the location with updated fixtures, new signage, a new floor plan for better workstations, and fresh paint. The funds will also be used to better market the shop to customers outside Leon Valley to drive revenue.

Options:

1. Recommend Approval
2. Recommend Denial

*Grant application was received prior to the council passing the new guidelines

Background

- WOT Auto Spa has been in the Leon Valley Community since 2018 and provides a
- The business signed a 1-year lease extension through 12/2023.
- The business does provide sales tax revenue to the city.
- The Business has a credit limit from a private financial institution for the requested amount.



S.E.E. Statement

Social Equity:

- N/A

Economic Development:

- Economic and Community Development projects encourage collaborative engagement with residents.

Environmental Stewardship:

- N/A

Strategic Goals

Economic Development is a strategic goal outlined in Leon Valley's Strategic Plan.

The City will provide a diverse and versatile business environment that supports a healthy economy.

Recommendation

- EDC advisory board has recommended that the application be approved 4-0 on 4/24/2023.
- At council discretion

MAYOR AND COUNCIL COMMUNICATION**DATE:** May 2, 2023**TO:** Mayor and Council**FROM:** Roque Salinas, Director of Economic Development**THROUGH:** Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion and Public Hearing to Consider an approval on a NonSpecified Use Request to Allow the Use “Bar” in the O-1 Office with a Specific Use Permit, and in the B-1 Small Business, B-2 Retail, B-3 Commercial, and I-1 Industrial Zoning Districts without a Specific Use Permit (SUP), to Allow the Use “Entertainment – Indoor” in the B-2 and B-3 Zoning Districts without an SUP, and the Use “Entertainment – Outdoor” to be Allowed in the B-2 and B-3 Zoning Districts without an SUP- R. Salinas, Director of Economic Development (1st Read as Required by City Charter)

PURPOSE

The purpose of this communication is to propose the use “Bar” be allowed in the O-1 Office zoning district with a Specific Use Permit (SUP), and in the B-1 Small Business, B-2 Retail, and I-1 Industrial zoning districts without an SUP. The use is currently prohibited in the O-1, B-1 and B-2 zoning districts and are only allowed in the B-3 and I-1 districts with an SUP.

It is also proposed that the use “Entertainment – Indoor” be allowed in the B-2 and B-3 zoning districts without an SUP. This use is allowed in the B-1, B-2, and B-3 districts, but only with an approved SUP.

Finally, the use “Entertainment – Outdoor” is allowed in the B-1, B-2, and B-3 districts with an SUP. It is proposed to remove the requirement for an SUP when located in a B-2 or B-3 zoning district.

The changes would be as follows:

Current:

Use	O-1	B-1	B-2	B-3	I-1
Bar	X	X	X	SUP	SUP
Entertainment - indoor	X	SUP	SUP	SUP	P
Entertainment - outdoor	X	SUP	SUP	SUP	X

Proposed:

Use	O-1	B-1	B-2	B-3	I-1
Bar	SUP	P	P	P	P
Entertainment - indoor	X	SUP	P	P	P
Entertainment - outdoor	X	SUP	P	P	X

FISCAL IMPACT

These changes may encourage these types of business to relocate to Leon Valley, which would increase sales tax, alcoholic beverage taxes, and possibly ad valorem taxes.

SEE LEON VALLEY

Social Equity – Changing the zoning districts in which these establishments are allowed to operate would allow all Leon Valley citizens to enjoy venues closer to home.

Economic Development – The proposed changes would encourage a diverse and versatile business environment that supports a healthy economy and may assist in attracting, expanding, and retaining viable businesses to promote development and redevelopment.

Environmental Stewardship – Any new or remodeled establishments would be required to conform to the 2021 International Energy and Building Codes.

CITY COUNCIL STRATEGIC GOALS

- Create, review, and enforce codes that impact Economic Development
- Revitalize declining commercial areas by creating, reviewing, and enforcing codes that impact Economic Development
- Promote Leon Valley

RECOMMENDATION

There is a demand for businesses that primarily generate revenue from the sale of alcoholic beverages. There are numerous businesses in the surrounding areas that are considered to be a “bar, indoor and/or outdoor entertainment” establishment; however, the current Leon Valley zoning regulations restrict these types of establishments from operating in our prime retail spaces. Allowing these uses in these zoning districts will encourage business establishments to operate, grow, and provide a venue for residents to attend within the city limits.

The Planning and Zoning Commission recommended approval of this request at their April 25th meeting.

GREENBLUM INVESTMENT PARTNERS, INC.

3345 BEE CAVE ROAD - SUITE 208

AUSTIN, TEXAS 78746

TELEPHONE: (512) 610-6600

FACSIMILE: (512) 391-0919

J. Bradley Greenblum
President
brad@greenblum.com

Scott R. Butcher
Vice President
scott@greenblum.com

April 25, 2023

City Council
Leon Valley, Texas

RE: SPECIAL USE PERMIT

To whom it may concern:

Recently we were advised that the Economic Development department had recommended to City staff that the requirement for securing a '*special use permit*' for various types of businesses be eliminated including for bars and entertainment venues (both indoor and outdoor). We wholeheartedly support that recommendation.

Our company owns various properties and business in the San Antonio area, including three in Leon Valley [Leon Town Center (formerly called Crossway Center) at 6812 Bandera Road, Leon Creek Shopping Center at 6700 – 6800 Huebner and Bandera Bowling Center].

Recently our associate met with City staff about a proposed enhancement to our bowling facility to include adding an "*outdoor*" *patio* which would provide an additional space for our bar and restaurant patrons to enjoy. Our proposal was to utilize an approximately thirty foot (30') long section of the existing sidewalk running along a portion of the front exterior of our building. The patio was to utilize nine feet (9') of the existing twelve foot (12') wide sidewalk adding a total of 300 to 400 sq. ft. of useable space. This area would be fenced, have outdoor cooling devices and provide an enjoyable spring/fall seated environment for our customers.

We were shocked to find that this small project would require a lengthy application process, detailed plans and several public hearings taking up to possibly 14 weeks for approval.

Previously, we had secured several shopping center tenant prospects (with negotiated and executed letters of intent) for some of our properties listed above whose intended uses required a special use permit (SUP). Unfortunately, none of those leases materialized once the lengthy City process was outlined to our prospective tenants.

GREENBLUM INVESTMENT PARTNERS, INC.

3345 BEE CAVE ROAD - SUITE 208

AUSTIN, TEXAS 78746

TELEPHONE: (512) 610-6600

FACSIMILE: (512) 391-0919

J. Bradley Greenblum
President
brad@greenblum.com

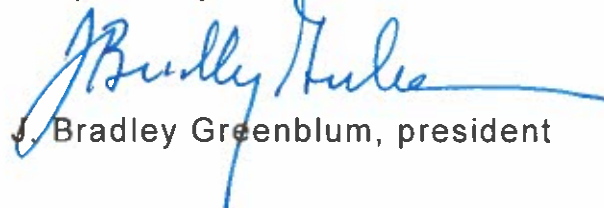
Scott R. Butcher
Vice President
scott@greenblum.com

In today's already difficult and competitive business environment, the additional requirement of securing a Special Use Permit and the time and expense related thereto is another obstacle to small businesses trying to open or expand their operations in Leon Valley.

Accordingly, we would ask that the City seriously consider the ramifications of requiring the Special Use Permit for bars and entertainment venues such as ours and those of other local property and business owners. We hope that you will agree that the SUP process is an unnecessary requirement, and ask that the City of Leon Valley eliminate the SUP permit from the already complicated regulatory process that must be complied with.

Thank you for your consideration of this request. I apologize that no one from our company is able to attend in person to discuss this important matter. If you have any questions or comments, please feel free to contact either Scott or me.

Respectfully submitted,



J. Bradley Greenblum, president

cc: City of Leon, Texas Economic Development Dept.

To the City of Leon Valley,

This is a letter expressing the support of our Corporation for the proposed amendments to the permitted use table regarding Bar, Entertainment-Indoor, & Entertainment-Outdoor.

We are excited by the potential for these businesses to become viable in the commercial areas of Leon Valley. Establishments of this type are often keystone businesses, important beyond just their revenue streams for increasing traffic through shopping centers and drawing people in during fringe hours. This is an important facet of creating a welcoming image for business areas, (business areas after all should be busy), and for reducing vagrancy by lessening the time during which there is no public presence to report on unwelcome acts.

The current SUP requirement is overly restrictive and burdensome. Simplifying the process to allow invigorating establishments such as these is wholly welcome.

Respectfully submitted,

Hunter T.S. Haas

Property Manager representing 6400 Bandera Rd.

(210) 776-9996

Hunter@SteinReal.net

SteinReal Corporation

2250 Thousand Oaks, Dr.

San Antonio, TX, 78232

From: Roque Salinas
Sent: Monday, May 1, 2023 10:33 AM
To: Roque Salinas
Subject: FW: Leon Valley zoning update

From: Reilly Hursley [REDACTED] >
Sent: Wednesday, April 26, 2023 12:22 PM
To: Joe Sifer <[REDACTED]>; Omid Kalantari <Omid@kalantarigroup.com>; Roque Salinas <r.salinas@leonvalleytexas.gov>
Subject: Re: Leon Valley zoning update

Below is a note you can send them on our behalf:

Greetings Residents and Council of Leon Valley,

My name is Reilly Hursley, I am the owner of Putt Pub- a Mini Golf Bar and adult playground in San Marcos, TX, featuring one-of-a kind mini golf courses, bars, games, food trailers, and live music. We pride ourselves in being a fun venue that caters to people of all walks of life and has something for everyone.

My team is interested in pursuing a second Putt Pub location in Leon Valley, TX, and we want to express our full support for this important policy change to allow bars, entertainment-indoor, and entertainment-outdoor in B-1, B-2, and B-3. We think Leon Valley is the perfect location for Putt Pub to flourish as a family-friendly entertainment destination, and are excited about the prospect of being part of the next generation of growth and community entertainment in Leon Valley and surrounding areas.

Thank you for your time.

Sincerely,

Reilly Hursley

From: Sam Selig <SSelig@sullivansa.com>
Sent: Thursday, April 27, 2023 5:04 PM
To: Roque Salinas
Subject: City of Leon Valley zoning meeting notice

Roque,

I represent the owner of Clear Creek Center (7007 Bandera Road) which is currently zoned B-2. In the past we have missed leasing opportunities due to the zoning of our property and the approval process of the City of Leon Valley.

We have considered and investigated rezoning the property in the past on multiple occasions but each time found that it would not be worth the time or money since the approval process would most likely have denied our proposition.

I have been approached by a business that would be considered "Entertainment-indoor" and this change would greatly help us move forward with the deal. I will follow up with specifics on the use once I receive from the prospect.

I fully support your work in helping to change what businesses could be classified as permitted uses with the B-2 zoning. In my opinion, this will help attract more businesses to the community thus increasing the local economy and creating more taxable revenue for the City.

I appreciate your initiative in pushing for change and I think if you prevail, all of Leon Valley will benefit.

Sam Selig
SULLIVAN COMMERCIAL REALTY
sselig@sullivansa.com

210 341 9292 main
803 760 9349 cell
210 341 6161 fax

200 CONCORD PLAZA DR. STE
440
SAN ANTONIO, TX 78216
sullivansa.com

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[Texas Real Estate Commission Information About Brokerage Services](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AMENDING THE LEON VALLEY CODE OF ORDINANCES, CHAPTER 15 ZONING, DIVISION 7 PERMITTED USE TABLE, SECTION 15.02.381 TO ALLOW THE USES “BAR”, “ENTERTAINMENT – INDOOR”, AND “ENTERTAINMENT - OUTDOOR” IN CERTAIN ZONING AND OVERLAY DISTRICTS WITH AND WITHOUT A SPECIFIC USE PERMIT AND TO REVISE CERTAIN NOTES; PROVIDING FOR REPEALER, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Chapter 15 Zoning, Division 7 Permitted Uses, Section 15.02.381 of the City of Leon Valley Code of Ordinances currently regulates the uses allowed in each zoning district and in each Overlay zoning district; and

WHEREAS the City has determined that several of these uses should be allowed in the B-1, B-2, B-3, and I-1 zoning district with the Sustainability Overlay district with or without certain restrictions or additional regulations, and now desires to revise Section 15.02.381 Table of Permitted Uses to reflect these revisions; and

WHEREAS after a public hearing and notice provisions as required by law, the Planning and Zoning Commission of the City of Leon Valley voted to recommend approval of these revisions to Section 15.02.381 Table of Permitted Uses; and

WHEREAS after a public hearing and notice provisions as required by law, the City Council of the City of Leon Valley now desires to amend Section 15.02.381 Table of Permitted Uses of the City of Leon Valley Code of Ordinances to allow certain uses in the O-1, B-1, B-2, B-3, and I-1 zoning district with the Sustainability Overlay District and also approve the revision to the Notes section in the Table.

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

SECTION 1. Chapter 15 Zoning, Division 7, Section 15.02.381 Permitted Use Table of the City of Leon Valley Code of Ordinances is hereby amended for the following uses only to read:

Use	O-1	B-1	B-2	B-3	I-1	SO	CIO	GO	Notes
Bar	SUP	P	P	P	P	U	U	U	
Entertainment - indoor Billiard parlor, bowling center, playground, skating center, video/game room, playroom/birthday party room, children only	X	SUP	P	P	P	U	U	U	
Entertainment - outdoor Baseball/softball/volleyball park, equestrian center, fairground, football field, go-karts, golf - miniature or other, sports complex	X	SUP	P	P	P	U	P	U	

SECTION 2. 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 3. 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 4. The ordinance shall be effective upon passage and publication as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 16th day of May, 2023.

APPROVED

CHRIS RILEY
MAYOR

Attest:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form:

NICOLE WARREN
City Attorney

Consider Approval of Bars / Entertainment Venues

Roque Salinas
Economic Development Director
Council meeting
May 2, 2023

Summary

- Should the City revise the zoning code to allow the use “Bar” and “Entertainment – Indoor” and “Entertainment – Outdoor” without a Specific Use Permit / by right in certain zoning districts?

Options:

1. Approve proposed revisions to Chapter 15 Zoning, Table of Permitted Uses for these uses
2. Denial of proposed revisions
3. Other

Purpose

- The use “Bar” is currently prohibited in the O-1, B-1 and B-2 zoning districts & only allowed in B-3 & I-1 districts with an SUP
- Propose the use be allowed in the O-1 Office zoning district with a Specific Use Permit (SUP), and in the B-1 Small Business, B-2 Retail, & I-1 Industrial zoning districts without an SUP

Purpose

- The use “Entertainment - Indoor is allowed in the B-1, B-2, and B-3 districts, but only with an approved SUP
- Propose the use be allowed in the B-2 and B-3 zoning districts without an SUP
- The use “Entertainment – Outdoor” is allowed in the B-1, B-2, and B-3 districts with an SUP. It is currently prohibited in the I-1 district.
- Propose removing the requirement for an SUP when located in a B-2, B-3, or I-1 zoning district

Proposed Amendments

Current

Use	O-1	B-1	B-2	B-3	I-1
Bar	X	X	X	SUP	SUP
Entertainment - indoor	X	SUP	SUP	SUP	P
Entertainment - outdoor	X	SUP	SUP	SUP	X

Proposed

Use	O-1	B-1	B-2	B-3	I-1
Bar	SUP	P	P	P	P
Entertainment - indoor	X	SUP	P	P	P
Entertainment - outdoor	X	SUP	P	P	P

- P - Allowed by right
- X - Not allowed
- SUP - Specific use permit

SUP process example



Business emails on April 15, 2023

- I work on a center named Rios Mall at 5720 Evers Rd. I believe the center is zoned B-2 Retail. I'm trying to find out if I can place a tenant in this center that is going to do a smaller version of an event center. To hold baby showers and things like that.



Business is considered "indoor entrainment" needs an SUP –May 23, 2023

- Placed on Planning and zoning committee for May 23, 2023.
- Item goes before committee and is approved



Council meeting 1st read- May 30, 2023 approved by council



Council meeting 2nd read- June 13, 2023 approved by council

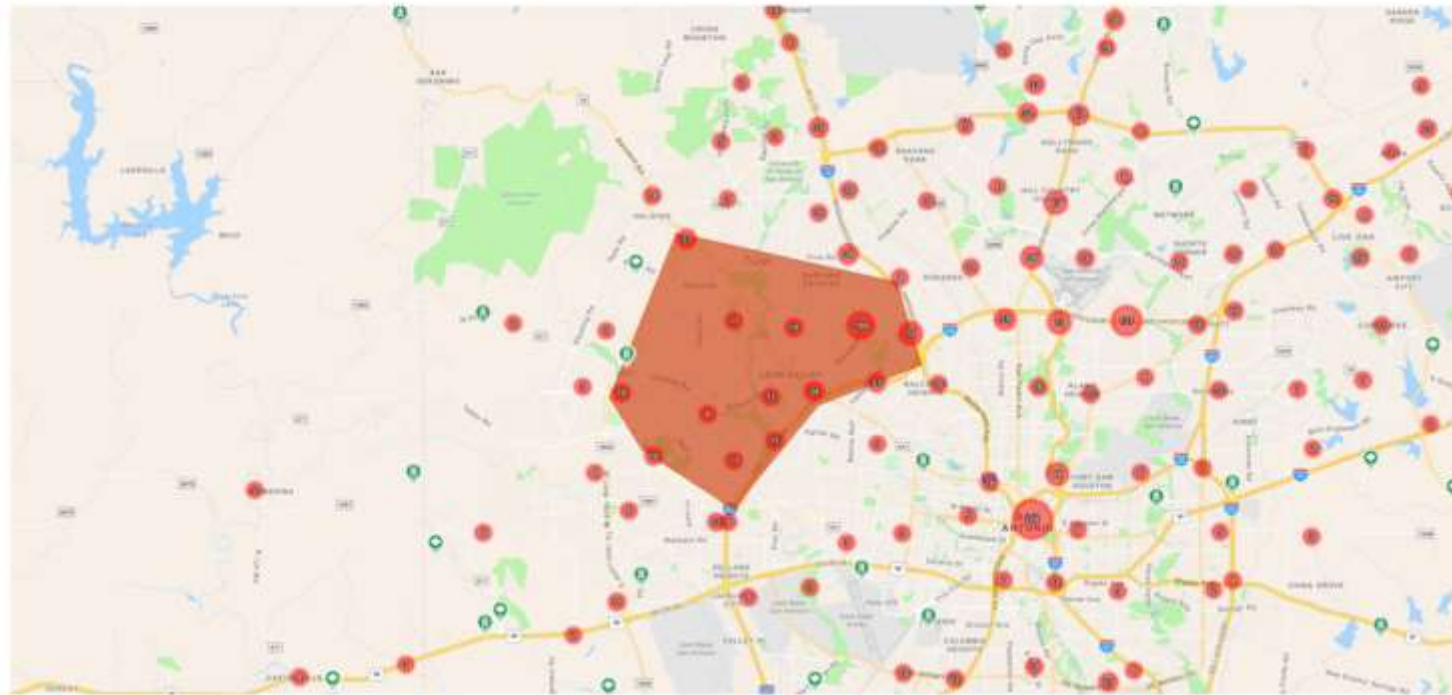
Sample Area 78238 78250 78240 78251 78229



Workforce Profile

Polygon

Area: 48.03 square miles



Sample Area Retail Demand Outlook

2022

- Population: 229,305
- Average Age: 34.0
- Median Household income: \$62,683
- Consumer spending: \$50,889,441

2027

- Population: 228,869
- Average Age: 34.7
- Median Household income: \$70,592
- Consumer spending: \$58,223,954



Retail Demand Outlook

Polygon
Area: 48.03 square miles

Prepared by Esri

Top Tapestry Segments	Percent	Demographic Summary	2022	2027
Young and Restless (11B)	32.9%	Population	229,305	228,869
Home Improvement (4B)	18.3%	Households	93,125	93,709
Bright Young Professionals (8C)	10.0%	Families	54,151	54,209
Workday Drive (4A)	7.3%	Median Age	34.0	34.7
Urban Edge Families (7C)	6.4%	Median Household Income	\$62,683	\$70,592
		2022	2027	Projected
		Consumer Spending	Forecasted Demand	Spending Growth
Apparel and Services		\$182,586,537	\$208,889,534	\$26,402,997
Men's		\$35,727,953	\$40,899,089	\$5,171,136
Women's		\$61,606,211	\$70,498,557	\$8,892,346
Children's		\$28,505,230	\$32,626,405	\$4,121,175
Footwear		\$43,818,441	\$50,169,718	\$6,351,277
Watches & Jewelry		\$10,333,640	\$11,826,377	\$1,492,737
Apparel Products and Services (1)		\$4,089,724	\$4,679,715	\$589,991
Computer				
Computers and Hardware for Home Use		\$14,545,165	\$16,646,194	\$2,101,029
Portable Memory		\$357,208	\$408,774	\$51,566
Computer Software		\$859,837	\$984,814	\$124,977
Computer Accessories		\$1,631,223	\$1,866,694	\$235,471
Entertainment & Recreation		\$260,363,958	\$297,877,730	\$37,513,772
Fees and Admissions		\$59,060,865	\$67,527,803	\$8,466,938
Membership Fees for Clubs (2)		\$19,790,736	\$22,631,578	\$2,840,842
Fees for Participant Sports, excl. Trips		\$9,410,379	\$10,755,156	\$1,344,777
Tickets to Theatre/Operas/Concerts		\$6,211,448	\$7,103,960	\$892,512
Tickets to Movies		\$5,236,662	\$5,992,936	\$756,274
Tickets to Parks or Museums		\$2,875,492	\$3,288,866	\$413,374
Admission to Sporting Events, excl. Trips		\$4,822,093	\$5,510,863	\$688,770
Fees for Recreational Lessons		\$10,615,918	\$12,131,947	\$1,516,029
Dating Services		\$98,137	\$112,498	\$14,361
TV/Video/Audio		\$98,066,143	\$112,238,635	\$14,172,492
Cable and Satellite Television Services		\$63,743,263	\$72,945,777	\$9,202,514
Televisions		\$10,511,012	\$12,031,589	\$1,520,577
Satellite Dishes		\$159,891	\$183,070	\$23,179
VCRs, Video Cameras, and DVD Players		\$431,516	\$493,873	\$62,357
Miscellaneous Video Equipment		\$1,218,168	\$1,393,242	\$175,074
Video Cassettes and DVDs		\$746,505	\$854,772	\$108,267
Video Game Hardware/Accessories		\$2,853,503	\$3,268,676	\$415,173
Video Game Software		\$1,648,242	\$1,888,949	\$240,707
Rental/Streaming/Downloaded Video		\$6,926,151	\$7,930,624	\$1,004,473
Installation of Televisions		\$59,519	\$68,050	\$8,531
Audio (3)		\$9,526,365	\$10,901,318	\$1,374,953
Rental and Repair of TV/Radio/Sound Equipment		\$242,008	\$277,695	\$35,687
Pets		\$55,911,203	\$63,970,840	\$8,059,637
Toys/Games/Crafts/Hobbies (4)		\$10,348,293	\$11,844,066	\$1,495,773
Recreational Vehicles and Fees (5)		\$7,406,331	\$8,459,873	\$1,053,542
Sports/Recreation/Exercise Equipment (6)		\$15,087,538	\$17,262,509	\$2,174,971
Photo Equipment and Supplies (7)		\$4,119,337	\$4,714,313	\$594,976
Reading (8)		\$8,191,480	\$9,373,050	\$1,181,570
Catered Affairs (9)		\$2,198,371	\$2,516,031	\$317,660
Food		\$785,462,806	\$899,019,629	\$113,556,823
Food at Home		\$457,334,007	\$523,449,232	\$66,115,225
Bakery and Cereal Products		\$57,967,722	\$66,276,700	\$8,308,978
Meats, Poultry, Fish, and Eggs		\$98,145,042	\$112,337,694	\$14,192,652
Dairy Products		\$44,995,843	\$51,496,753	\$6,500,910
Fruits and Vegetables		\$88,308,241	\$101,069,093	\$12,760,852
Snacks and Other Food at Home (10)		\$167,977,159	\$192,268,993	\$24,291,834
Food Away from Home		\$328,128,799	\$375,570,397	\$47,441,598
Alcoholic Beverages		\$26,889,413	\$30,223,954	\$3,334,541

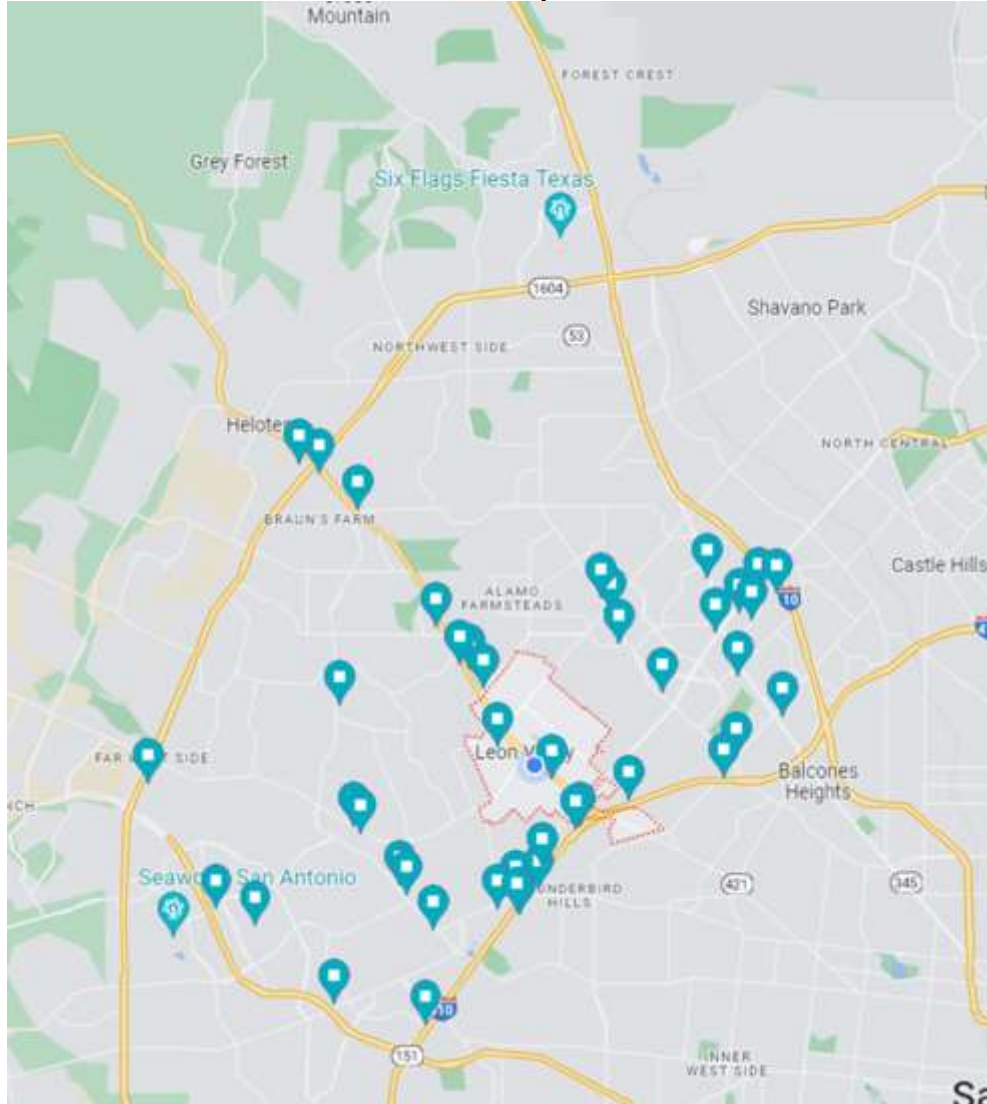
Data Note: The Consumer Spending data is household based and represents the amount spent for a product or service by all households in an area. Detail may not sum to totals due to rounding. This report is not a comprehensive list of all consumer spending variables therefore the variables in each section may not sum to totals.
Source: Esri forecasts for 2022 and 2027; Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics.

March 13, 2023

Zip code locations

Location Zip	Location City	2022 Total Receipts
78251		\$ 4,024,748
	SAN ANTONIO	\$ 4,024,748
78250		\$ 1,712,516
	SAN ANTONIO	\$ 1,712,516
78240		\$ 1,237,931
	SAN ANTONIO	\$ 1,237,931
78238		\$ 2,844,876
	SAN ANTONIO	\$ 2,508,696
	LEON VALLEY	\$ 336,180
78229		\$ 2,402,783
	SAN ANTONIO	\$ 2,402,783
Grand Total		\$ 12,222,854

Top 30 locations in sample area



Location name	2022 Total Receipts
PERICO'S BAR & GRILL	\$ 628,294
POCKETS BILLIARDS WINGS & BEER	\$ 580,869
THE 151 SALOON	\$ 558,817
SHENANIGAN'S SPORTS BAR AND LOUNGE II	\$ 478,910
HRHC, LLC	\$ 453,126
STOUT HOUSE	\$ 449,453
54TH STREET GRILL & BAR	\$ 372,169
TEXAS ROADHOUSE - SAN ANTONIO	\$ 319,029
TIFFANY'S CABARET OF SAN ANTONIO	\$ 301,368
THE STETSON BAR	\$ 277,642
CHILI'S GRILL & BAR	\$ 266,235
OJOS LOCOS SPORTS CANTINA	\$ 259,278
SEAWORLD SAN ANTONIO	\$ 254,459
LITTLE WOODROW'S	\$ 225,461
HOOTERS	\$ 193,131
WING DADDY'S SAUCE HOUSE #6	\$ 188,623
THE IRISH PUB	\$ 186,211
MY HOUSE LOUNGE	\$ 178,572
ASPEN CREEK	\$ 173,284
WHISKEY SMITH	\$ 165,706
I-10 ICE HOUSE	\$ 146,921
BANDERA BOWL	\$ 138,619
WING DADDY'S SAUCE HOUSE	\$ 131,146
SMITTY'S PUB	\$ 129,550
TORCHY'S TACOS	\$ 128,204
LONGHORN STEAKHOUSE #5364	\$ 126,679
STEELY NEVADA'S	\$ 122,229
OUTBACK STEAKHOUSE #4426	\$ 119,667
SALTGRASS STEAKHOUSE	\$ 114,828
THE BEND SPORTS BAR	\$ 114,747
Grand Total	\$ 7,783,227

Leon Valley and the Metro Area

City	2022 Total Receipts
+ SAN ANTONIO	\$ 166,347,743
+ HELOTES	\$ 3,822,292
+ UNIVERSAL CITY	\$ 1,369,923
+ SELMA	\$ 1,312,619
+ LIVE OAK	\$ 1,242,037
+ WINDCREST	\$ 625,130
+ SHAVANO PARK	\$ 608,821
+ LEON VALLEY	\$ 336,180
+ BALCONES HEIGHTS	\$ 48,225
Grand Total	\$ 175,712,970

Fiscal Impact

- Proposed revisions may encourage these types of business to relocate to Leon Valley, which would increase sales tax, alcoholic beverage taxes, and possibly ad valorem taxes

S.E.E. Statement

- *Social Equity* – Changing the zoning districts in which these establishments are allowed to operate would allow all Leon Valley citizens to enjoy venues closer to home
- *Economic Development* – The proposed changes would encourage a diverse and versatile business environment that supports a healthy economy and may assist in attracting, expanding, and retaining viable businesses to promote development and redevelopment
- *Environmental Stewardship* – Any new or remodeled establishments would be required to conform to the 2021 International Energy and Building Codes

Strategic Goals

Economic Development is a strategic goal outlined in Leon Valley's Strategic Plan.

- Create, review, and enforce codes that impact Economic Development
- Revitalize declining commercial areas by creating, reviewing, and enforcing codes that impact Economic Development
- Promote Leon Valley

Recommendation

- There is a demand for businesses that primarily generate revenue from the sale of alcoholic beverages
- Numerous businesses in the surrounding area are considered to be a “bar, indoor and/or outdoor entertainment”; however, current Leon Valley zoning regulations restrict these types of establishments from operating in prime retail spaces
- Revising the Permitted Use Table will allow these types of business establishments to operate, grow and provide a venue for residents to attend within the City Limits
- The Planning and Zoning Commission recommended approval of this request at their April 25th meeting

MAYOR AND COUNCIL COMMUNICATION

DATE: May 02, 2023

TO: Mayor and Council

FROM: Saundra Passailaigue, City Secretary

THROUGH: Crystal Caldera, City Manager

SUBJECT: An Ordinance of the City of Leon Valley, TX., City Council, Approving (A) An Increase, Beginning January 01, 2023, In: (1) The General Residence Homestead Exemption in the City for an Individual in an Amount Equal to Twenty Percent (20%) of the Appraised Value of the Residence Homestead or the Statutorily Mandated Minimum of \$5,000; (2) Homestead Property Tax Exemption for Persons 65 Years of Age or Older from \$30,000 to \$50,000; and (3) Homestead Property Tax Exemption for Disabled Persons from \$30,000 to \$50,000; and (B) Amendments to Chapter 11 of the City of Leon Valley Code of Ordinances to Add Such Exemptions

SPONSOR(S): Councilor Josh Stevens and Councilor Jed Hefner

PURPOSE

This item was placed on this agenda at the request of Councilor Josh Stevens and seconded by Councilor Jed Hefner in accordance with the City of Leon Valley Code of Ordinances, Section 3.10(A) A.

Agendas. A member of City Council may place an item on an agenda with the concurrence of one additional member of City Council. The member of City Council requesting an item be placed on an agenda and the concurring member shall submit in writing, which may be by electronic mail, the request to place the item on an agenda and the concurrence to the City Secretary. The item shall be placed on the next agenda of the City Council meeting occurring on or after the eighth (8th) calendar day after receipt by the City Secretary of the later of either the request or the concurrence.

SEE LEON VALLEY

Social – N/A

Economic – N/A

Environmental – N/A

FISCAL IMPACT

N/A

STRATEGIC GOALS

N/A

RECOMMENDATION

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

From: Josh Stevens
Sent: Wednesday, April 19, 2023 11:01 AM
To: Crystal Caldera; Sandra Passailaigue
Cc: Jed Hefner; Mayor Riley; Carol Goering; Vickie Wallace
Subject: Agenda Item revision/ request for May 2, 2023
Attachments: PropertyTaxOrdinance.docx; PropertyTaxOrdinance.pdf

Dr Caldera and Ms. Passailaigue,

Instead of the agenda item (Resolution) I added with Councilor Hefner in the meeting last night, I'd like to request that the agenda item be changed to an Ordinance and to read (something similar, slight modifications okay):

"Presentation, Discussion, and Possible Action on an Ordinance, Beginning January 1, 2023, Increasing the General Residence Homestead Exemption in an Amount Equal to 20 Percent of the Appraised Value of the Homestead or the Statutorily Mandated Minimum of \$5,000, Increasing the Homestead Property Tax Exemption for Persons 65 Years of Age or Older from \$30,000 to \$50,000, Increasing the Homestead Exemption for Disabled Persons from \$30,000 to \$50,000, and Amendments to Section 11.02 of the City of Leon Valley Code of Ordinances to Add Such Exemptions. (1st Reading as Required by City Charter)"

I've requested Councilor Hefner respond to this email and cosponsor the new wording of this agenda item.

The official ordinance text, which I've attached for legal review, will state (if this text needs to be what is placed on the agenda, I'm fine with that also):

"APPROVING (A) AN INCREASE, BEGINNING JANUARY 1, 2023, IN: (1)THE GENERAL RESIDENCE HOMESTEAD EXEMPTION IN THE CITY FOR AN INDIVIDUAL IN AN AMOUNT EQUAL TO 20 PERCENT OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD OR THE STATUTORILY MANDATEDMINIMUM OF \$5,000; (2) HOMESTEAD PROPERTY TAX EXEMPTION FOR PERSONS 65 YEARS OF AGE OR OLDER FROM \$30,000 TO \$50,000; AND (3) HOMESTEAD PROPERTY TAX EXEMPTION FOR DISABLED PERSONS FROM \$30,000 TO \$50,000; AND (B) AMENDMENTS TO CHAPTER 11 OF THE CITY CODE OF LEON VALLEY, TEXAS TO ADD SUCH EXEMPTIONS."

Dr. Caldera, is it possible for staff to work on preparing a full breakdown of each of these exemptions, including:

1. Estimated fiscal impact for increasing general residence homestead exemption to **20%** combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000

2. Estimated fiscal impact for increasing general residence homestead exemption to **15%** combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
3. Estimated fiscal impact for increasing general residence homestead exemption to **10%** combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
4. Estimated fiscal impact for increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000 only, with **no change to general residence homestead exemption**
5. Estimated fiscal impact for increase in general residence homestead exemption to 20%, with **no change to exemptions for disabled persons and those 65+**
6. Maximum tax rate (or estimate, if we can't yet compute the exact maximum tax rate) that the City Council can approve during the summer budgeting process without opening the door for a citizen petition, and the approximate net fiscal impact of increasing the tax rate to this maximum tax rate combined with the approximate figures for new property assessments. (e.g. 0.53444 ; net fiscal impact, using new property value assessments, without any change to exemptions is +\$900,000; net fiscal impact, using new property assessments, with change in general exemption to 20% and increase in exemption for disabled and those 65% to \$50,000 is net +\$250,000.)

I think it's necessary to have the entire breakdown, because many of the numbers are interdependent on each otherExamples:

- A disabled person, under 65 years old (not locked), with a home valued at \$400,000 would derive a greater benefit from a 20% homestead exemption than the increase from \$30,000 to \$50,000
- A disabled person, under 65 years old, with a home valued at \$200,000, would derive greater benefit from the change in exemption from \$30,000 to \$50,000 than the 20% homestead exemption.
- If both of these exemptions were simply added together for the same person, that won't give us an accurate number, because the city will only be fiscally impacted by whichever exemption benefits the property owner to the greatest extent. The same is applied to seniors with multiple different exemptions.

Apologies for such a long email, but hopefully providing the draft ordinance cuts out some of the legwork for this item. 😊 I want to put the most drastic/ significant numbers on the agenda item (just to best conform to TOMA), though this might not be what the Council ends up voting for.

Please let me know if there's any questions or concerns. If I didn't word one of the requests above well, please give me a call – I acknowledge it's complex and can probably explain better over the phone.

Also for reference, I used the template of the ordinance from San Antonio during their June 16, 2022 meeting. It's agenda item 2022-06-16-0433.

Josh 😊

From: Jed Hefner
Sent: Wednesday, April 19, 2023 11:24 AM
To: Josh Stevens; Crystal Caldera; Sandra Passailaigue
Cc: Mayor Riley; Carol Goering; Vickie Wallace
Subject: RE: Agenda Item revision/ request for May 2, 2023

I second.

From: Josh Stevens <josh.stevens@leonvalleytexas.gov>
Sent: Wednesday, April 19, 2023 11:01 AM
To: Crystal Caldera <c.caldera@leonvalleytexas.gov>; Sandra Passailaigue <s.pass@leonvalleytexas.gov>
Cc: Jed Hefner <jed.hefner@leonvalleytexas.gov>; Mayor Riley <mayorriley@leonvalleytexas.gov>; Carol Goering <c.goering@leonvalleytexas.gov>; Vickie Wallace <v.wallace@leonvalleytexas.gov>
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2. Estimated fiscal impact for increasing general residence homestead exemption to **15%** combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
3. Estimated fiscal impact for increasing general residence homestead exemption to **10%** combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
4. Estimated fiscal impact for increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000 only, with **no change to general residence homestead exemption**
5. Estimated fiscal impact for increase in general residence homestead exemption to 20%, with **no change to exemptions for disabled persons and those 65+**
6. Maximum tax rate (or estimate, if we can't yet compute the exact maximum tax rate) that the City Council can approve during the summer budgeting process without opening the door for a citizen petition, and the approximate net fiscal impact of increasing the tax rate to this maximum tax rate combined with the approximate figures for new property assessments. (e.g. 0.53444 ; net fiscal impact, using new property value assessments, without any change to exemptions is +\$900,000; net fiscal impact, using new property assessments, with change in general exemption to 20% and increase in exemption for disabled and those 65% to \$50,000 is net +\$250,000.)

I think it's necessary to have the entire breakdown, because many of the numbers are interdependent on each otherExamples:

- A disabled person, under 65 years old (not locked), with a home valued at \$400,000 would derive a greater benefit from a 20% homestead exemption than the increase from \$30,000 to \$50,000
- A disabled person, under 65 years old, with a home valued at \$200,000, would derive greater benefit from the change in exemption from \$30,000 to \$50,000 than the 20% homestead exemption.
- If both of these exemptions were simply added together for the same person, that won't give us an accurate number, because the city will only be fiscally impacted by whichever exemption benefits the property owner to the greatest extent. The same is applied to seniors with multiple different exemptions.

Apologies for such a long email, but hopefully providing the draft ordinance cuts out some of the legwork for this item. 😊 I want to put the most drastic/ significant numbers on the agenda item (just to best conform to TOMA), though this might not be what the Council ends up voting for.

Please let me know if there's any questions or concerns. If I didn't word one of the requests above well, please give me a call – I acknowledge it's complex and can probably explain better over the phone.

Also for reference, I used the template of the ordinance from San Antonio during their June 16, 2022 meeting. It's agenda item 2022-06-16-0433.

Josh 😊

Crystal Caldera

From: Vickie Wallace
Sent: Sunday, April 23, 2023 10:16 AM
To: Crystal Caldera
Subject: FW: Leon Valley estimation
Attachments: City of Leon Valley Exemption Change Scenarios.xlsx; City of Leon Valley - 50K DP and OV65 20 PCT HS.pdf; City of Leon Valley - 50K DP and OV65 15 PCT HS.pdf; City of Leon Valley - 50K DP and OV65 No Change in HS Exemption.pdf; City of Leon Valley - 50K DP and OV65 10 PCT HS.pdf; City of Leon Valley - 20 PCT HS No Other Changes.pdf; City of Leon Valley - No Change in Exemptions.pdf

From: Scott Griscom
Sent: Friday, April 21, 2023 8:35 AM
To: Carol Goering <c.goering@leonvalleytexas.gov>
Cc: Vickie Wallace <v.wallace@leonvalleytexas.gov>

Subject: RE: Leon Valley estimation

Hi, Carol

I have taken these scenarios and loaded them to our test database to determine what the potential impact would indicate. The test database was updated with value information as of April 10, 2023 but I will caution you that it is preliminary and subject to change. We had not yet started processing protests in earnest when the test system was updated and therefore, the certified totals will be lower than what is shown in the attachments. For each totals set, I have included a header on each page that tells you the exemptions changes that were made so that it is easier to keep straight. The Excel spreadsheet details the freeze adjusted taxable value, last year's tax rate, and the estimated levy for each scenario, then I subtracted each from the baseline which includes no exemption changes from current. The reason that I use the calculated approximate levy on the totals report is the fact that Leon Valley has the OV65 and DP freeze in place and because some of the owners freezes were established years ago, the calculated tax with new exemption amounts may not be lower than their freeze, therefore, those may not directly benefit from changes in exemptions. Remember also, that these are estimates.

As for item 6 below with regard to the maximum tax rate, I am unable to help you with this. The Bexar Appraisal District establishes value and administers exemptions. Calculating tax rates and assessment / collections functions are beyond our purview and expertise. I do not have the knowledge necessary to calculate these, but I included the 'effective rate assumptions' reports with each total set to help you in that calculation.

I hope that you find this helpful. Please let me know if you have further questions. I am out of the office today and Monday but will return on Tuesday.

Scott Griscom
 Assistant Chief Appraiser
 Technology and Tax Entity Relations
 Bexar Appraisal District



From: Carol Goering <c.goering@leonvalleytexas.gov>
Sent: Thursday, April 20, 2023 12:54 PM
To: Scott Griscom
Subject: Leon Valley estimation

This email originated from outside Bexar Appraisal District . Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good afternoon Scott,

Vickie Wallace sent me your email. She told me you could help us determine the numbers for the breakdown below. This per request of one of our council members, he would like to see the following breakdown, he added examples at the bottom

The council wants the information for our May 2nd meeting. I know its close by, so please let me know the timeline of when the estimations would be done, so I can pass it along the City Manager.

1. Estimated fiscal impact for increasing general residence homestead exemption to 20% combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
2. Estimated fiscal impact for increasing general residence homestead exemption to 15% combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
3. Estimated fiscal impact for increasing general residence homestead exemption to 10% combined with increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000
4. Estimated fiscal impact for increase in exemption for disabled persons and those 65+ from \$30,000 to \$50,000 only, with no change to general residence homestead exemption
5. Estimated fiscal impact for increase in general residence homestead exemption to 20%, with no change to exemptions for disabled persons and those 65+
6. Maximum tax rate (or estimate, if we can't yet compute the exact maximum tax rate) that the City Council can approve during the summer budgeting process without opening the door for a citizen petition, and the approximate net fiscal impact of increasing the tax rate to this maximum tax rate combined with the approximate figures for new property assessments. (e.g. 0.53444 ; net fiscal impact, using new property value assessments, without any change to exemptions is +\$900,000; net fiscal impact, using new property assessments, with change in general exemption to 20% and increase in exemption for disabled and those 65% to \$50,000 is net +\$250,000.)

I think it's necessary to have the entire breakdown, because many of the numbers are interdependent on each otherExamples:

- A disabled person, under 65 years old (not locked), with a home valued at \$400,000 would derive a greater benefit from a 20% homestead exemption than the increase from \$30,000 to \$50,000
- A disabled person, under 65 years old, with a home valued at \$200,000, would derive greater benefit from the change in exemption from \$30,000 to \$50,000 than the 20% homestead exemption.
- If both of these exemptions were simply added together for the same person, that won't give us an accurate number, because the city will only be fiscally impacted by whichever exemption benefits the property owner to the greatest extent. The same is applied to seniors with multiple different exemptions.

Thank you,

Carol Goering

Finance Director

6400 El Verde Road

Leon Valley, TX. 78238

P: (210) 684-1391 ext. 223



2021 ACTUAL TAX RATES / 2022 ACTUAL TAX RATES

(As of 10/06/2022)									TA	
BEXAR COUNTY	HOM MAND	HOM OPT	S55/S65/O65 MAND	S55/S65/O65 OPT	DP MAND	DP OPT	FREEZE YEAR	DV1-DV4	2021 ACTUAL	{Section}.79.
06 Road & Flood (T)	*3,000	**20%	X	X	X	*5,000	2005	5000-12000	0.023668	0.023668
08 SA River Auth	X	**4%	X	5,000	X	5,000	NO FREEZE	5000-12000	0.018580	0.018360
09 Comm. Coll. (T)	X	X	X	30,000	X	5,000	2005	5000-12000	0.149150	0.149150
10 Univ Health Sys (T)	X	X	X	30,000	X	X	NO FREEZE	5000-12000	0.276235	0.276235
11 Bexar County (T)	X	**20%	X	50,000	X	5,000	2005	5000-12000	0.276331	0.276331
CITY OF SAN ANTONIO	HOM MAND	HOM OPT	S55/S65/O65 MAND	S55/S65/O65 OPT	DP MAND	DP OPT	FREEZE YEAR	DV1-DV4	2021 ACTUAL	2022 ACTUAL
21 City of San Antonio (T)	X	**10%	X	85,000	X	85,000	2005	5000-12000	0.558270	0.541610
INCORPORATED CITIES	HOM MAND	HOM OPT	S55/S65/O65 MAND	S55/S65/O65 OPT	DP MAND	DP OPT	FREEZE YEAR	DV1-DV4 MAND	2021 ACTUAL	2022 ACTUAL
22 Alamo Heights	X	X	X	X	X	X	2007	5000-12000	0.404439	0.388051
23 Balcones Heights	X	**15%	X	65,000	X	65,000	2018	5000-12000	0.583000	0.583000
24 Castle Hills	X	**10%	X	5,000	X	X	2017	5000-12000	0.524899	0.508688
25 China Grove	X	X	X	X	X	X	2019	5000-12000	0.204049	0.204049
26 Converse (T)	X	**1%	X	15,000	X	X	NO FREEZE	5000-12000	0.479815	0.421389
27 Elmendorf (T)	X	X	X	X	X	X	2013	5000-12000	0.461033	0.411033
28 Grey Forest	X	**1%	X	50,000	X	X	NO FREEZE	5000-12000	0.085598	0.081871
29 Hill Country Vlg	X	**20%	X	50,000	X	50,000	NO FREEZE	5000-12000	0.145000	0.145000
30 Hollywood Park	X	X	X	5,000	X	X	NO FREEZE	5000-12000	0.461700	0.461700
31 Kirby (T)	X	X	X	15,000	X	X	NO FREEZE	5000-12000	0.685667	0.614126
32 Leon Valley (T)	X	**1%	X	30,000	X	X	2005	5000-12000	0.534099	0.484739
33 Live Oak (T)	X	**20%	X	40,000	X	X	2005	5000-12000	0.410220	0.410220
34 Olmos Park	X	X	X	10,000	X	X	2018	5000-12000	0.404922	0.426806
35 Selma (T)	X	**1%	X	20,000	X	X	***2004	5000-12000	0.196800	0.191900
36 Shavano Park	X	X	X	5,000	X	X	2004	5000-12000	0.287742	0.297742
37 Somerset	X	X	X	10,000	X	X	NO FREEZE	5000-12000	0.756719	0.756719
38 St. Hedwig	X	X	X	60,000	X	X	NO FREEZE	5000-12000	0.463578	0.495000
39 Terrell Hills	X	X	X	X	X	X		5000-12000	0.365000	0.369784
40 Universal City (T)	X	**1%	X	10,000	X	10,000	2021	5000-12000	0.589398	0.540000
41 Windcrest	X	**5%	X	15,000	X	15,000	NO FREEZE	5000-12000	0.409494	0.390000
42 Helotes (T)	X	X	X	20,000	X	12,000	2008	5000-12000	0.343979	0.316778
43 City of Schertz (T)	X	X	X	10,000	X	3,000	2004	5000-12000	0.512100	0.495000
44 City of Lytle	X	X	X	10,000	X	X	NO FREEZE	5000-12000	0.390500	0.364400
45 City of Fair Oaks Ranch	X	5,000	X	50,000	X	50,000	2022	5000-12000	0.351800	0.329100
47 City of Von Ormy	X	X	X	5,000	X	X	NO FREEZE	5000-12000	0.000000	0.000000
48 City of Sandy Oaks	X	15%	X	15,000	X	15,000	NO FREEZE	5000-12000	0.291976	0.256259
49 City of Cibolo	X	X	X	X	X	X		5000-12000	0.483500	0.483500
SCHOOL DISTRICTS	HOM MAND	HOM OPT	S55/S65/O65 MAND	S55/S65/O65 OPT	DP MAND	DP OPT	FREEZE YEAR	DV1-DV4	2021 ACTUAL	2022 ACTUAL
50 Alamo Heights (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.193400	1.135500
51 East Central (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.088000	1.070600
52 Edgewood (T)	40,000	X	10,000	10,000	10,000	X		5000-12000	1.175570	1.158592
53 Harlandale (T)	40,000	X	10,000	5,000	10,000	X		5000-12000	1.400700	1.442900
54 Judson (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.270000	1.220000
55 North East (T)	40,000	X	10,000	13,330	10,000	X		5000-12000	1.252500	1.182200
56 Northside (T)	40,000	X	10,000	13,330	10,000	13,330		5000-12000	1.261300	1.190100
57 San Antonio (T)	40,000	**01%	10,000	X	10,000	X		5000-12000	1.491600	1.424200
58 South San (T)	40,000	X	10,000	15,000	10,000	X		5000-12000	1.384800	1.353600
59 Southside	40,000	X	10,000	X	10,000	X		5000-12000	1.389144	1.253034
61 Boerne (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.204600	1.178600
63 Comal (T)	40,000	20%	10,000	X	10,000	X		5000-12000	1.292000	1.274600
64 Schertz-Cibolo (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.369500	1.324600
65 Floresville	40,000	X	10,000	X	10,000	X		5000-12000	1.134400	1.109523
68 Medina Valley (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.344190	1.304500
72 Somerset (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.263931	1.225000
73 Southwest (T)	40,000	X	10,000	X	10,000	X		5000-12000	1.374004	1.337500

2021 ACTUAL TAX RATES / 2022 ACTUAL TAX RATES

(As of 10/06/2022)			TA								{Section}. 79.	
WATER DISTRICTS	HOM MAND	HOM OPT	S55/S65/O65 MAND	S55/S65/O65 OPT	DP MAND	DP OPT	FREEZE YEAR	DV1-DV4	2021 ACTUAL			
81 Water District #10	X	X	X	X	X	X		5000-12000	NO TAX	NO TAX		
Redbird Ranch #2	X	X	X	X	X	X		5000-12000	1.000000	1.000000		
Redbird Ranch #3	X	X	X	X	X	X		5000-12000	0.000000	0.000000		
SPECIAL DISTRICTS												
75 Bexar Co Emg Dist #6 (T)	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
76 Bexar Co Emg Dist #5	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
77 Bexar Co Emg Dist #7	X	X	X	X	X	X		5000-12000	0.100000	0.097369		
78 Bexar Co Emg Dist #3 (T)	X	X	X	X	X	X		5000-12000	0.071914	0.066791		
79 Bexar Co Emg Dist #2 (T)	X	**01%	X	3,000	X	3,000		5000-12000	0.096639	0.087747		
84 Bexar Co Emg Dist #1 (T)	X	X	X	X	X	X		5000-12000	0.096510	0.100000		
85 S.A. MUD #1 (T)	X	**20%	X	X	X	X		5000-12000	0.525000	0.465000		
100 Bexar Co Emg Dist #4 (T)	X	X	X	X	X	X		5000-12000	0.054790	0.051595		
101 Bexar Co Emg Dist #8 (T)	X	X	X	X	X	X		5000-12000	0.100000	0.098045		
102 Bexar Co Emg Dist #10 (T)	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
109 Bexar Co Emg Dist #9	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
111 Bexar Co Emg Dist #11 (T)	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
112 Bexar Co Emg Dist #12	X	X	X	X	X	X		5000-12000	0.100000	0.100000		
Briggs Ranch SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Butterfield Ranch	X	X	X	X	X	X		5000-12000	0.000000	0.000000		
Clearwater Crk SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Cibolo Canyons SID	X	X	X	65,000	X	12,500		5000-12000	0.558270	0.541610		
Crosswinds at South Lake	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Gates SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Landon Ridge SID	X	X	X	X	X	X		5000-12000	0.000000	0.541610		
Lemon Creek SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Medina Stonehill SID	X	X	X	X	X	X		5000-12000	0.000000	0.000000		
Stolte Ranch SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Tres Laurels SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Talley Road SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Westpointe SID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		
Westside 211 PID	X	X	X	X	X	X		5000-12000	0.558270	0.541610		

* Granted Sales Tax [Hill Country Village (29) 7.07] [Live Oak (33) 2.06] [Windcrest (41) .47] in 1998

(1) These Units Passed the in Transit Ordinance.

* Road & Flood grants \$5,000 for Disabled Persons OR \$3,000 for Homestead; Individuals who qualify for both only get the \$5,000

** But not less than 5,000

*** Selma Freezes OV65, Has no DP or DP Freeze

Not TAX UNIT #49 - CITY OF CIBOLO ESTABLISHED IN 2017

TAX UNIT #48 - CITY OF SANDY OAKS ESTABLISHED IN 2014

TAX UNIT #102 - BEXAR CO EMG SRV DIST #10 ESTABLISHED IN 2008

TAX UNIT #111 - BEXAR CO EMG SRV DIST #11 ESTABLISHED IN 2008

TAX UNIT #112 - BEXAR CO EMG SRV DIST #12 ESTABLISHED IN 2008

TAX UNIT #101 - BEXAR CO EMG SRV DIST #8 ESTABLISHED IN 2007

TAX UNIT #100 - BEXAR CO EMG SRV DIST #4 ESTABLISHED IN 2007

TAX UNIT #77 - BEXAR CO EMG SRV DIST #7 ESTABLISHED IN 2006

TAX UNIT #75 - BEXAR CO EMG SRV DIST #6 ESTABLISHED IN 2004

TAX UNIT #76 - BEXAR CO EMG SRV DIST #5 ESTABLISHED IN 2004

TAX UNIT #78 - BEXAR CO EMG SRV DIST #3 ESTABLISHED IN 2004

TAX UNIT #79 - BEXAR CO EMG SRV DIST #2 ESTABLISHED IN 2003

TAX UNIT #84 - BEXAR CO EMG SRV DIST #1 ESTABLISHED IN 2001

TAX UNIT #07 - EDWARDS WATER LEVIED TAX FOR LAST TIME IN 1994

TAX UNIT #10 - CHANGED NAME FROM HOSPITAL DISTRICT TO UNIV HEALTH SYS.

TAX UNIT #82 - WATER DISTRICT #16 WAS DELETED SINCE 1980

TAX UNIT #86 - TIMBER CREEK, ANNEXED BY THE CITY OF SAN ANTONIO SINCE 1980

TAX UNIT #97 - CO ED. DIST WAS DELETED IN 1993, EXISTED FOR 1991 AND 1992 ONLY.

STATE OF TEXAS LEVIED UNTIL 1984 AS UNIT 05

AS OF 1999 THE ACTUAL PRIOR YR TAX RATE IS BEING USED FOR THE CURRENT YR EST.

SRPID - STOLTE RANCH SPECIAL IMPRV ESTABLISHED IN 2020

CCPID - CLEARWATER CRK SPECIAL IMPRV DIST ESTABLISHED IN 2020

GSID - GATES SPECIAL IMPRV DIST ESTABLISHED IN 2020

TRPID - TALLEY ROAD SPECIAL IMPRV DIST ESTABLISHED IN 2020

BRSID - BRIGGS RANCH SPECIAL IMPRV DIST ESTABLISHED IN 2021

LCSID - LEMON CREEK SPECIAL IMPRV DIST ESTABLISHED IN 2021

TLSD - TRES LAURELS SPECIAL IMPRV DIST ESTABLISHED IN 2021

RRF2 - REDBIRD RANCH FWSD #2 ESTABLISHED IN 2021

RRF3 - REDBIRD RANCH FWSD #3 ESTABLISHED IN 2021

MSSID - MEDINA STONEHILL SPECIAL IMPRV DIST ESTABLISHED IN 2022

LRSID - LANDON RIDGE SPECIAL IMPRV DIST ESTABLISHED IN 2022

ORDINANCE No.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS, PROVIDING FOR AN EXEMPTION INCREASE EQUAL TO 20 PERCENT OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD OR THE STATUTORILY MANDATED MINIMUM OF \$5,000 FOR AN INDIVIDUAL AND A HOMESTEAD PROPERTY TAX EXEMPTION INCREASE FOR DISABLED PERSONS AND PERSONS 65 YEARS OF AGE OR OLDER TO \$50,000, EFFECTIVE FOR THE 2023 TAX YEAR; PROVIDING A DEFINITION FOR THE TERM DISABLED IN ACCORDANCE WITH LAW; PROVIDING FOR AN AMENDMENT TO CHAPTER 11 TAXATION, ARTICLE 11.02 PROPERTY TAX, AMENDING SECTIONS 11.02.001-11.03, ADDING SECTIONS 11.02.004-11.02.007 OF THE CITY CODE OF LEON VALLEY, TEXAS; PROVIDING FOR REPEALER; SEVERABILITY; SAVINGS; OPEN MEETING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Tax Code § 11.13 authorizes taxing units to increase a general residence homestead exemption that exempts up to twenty percent (20%) of the appraised value of the homestead of an individual from ad valorem real property taxation;

WHEREAS, the City desires to implement the policy proposal to increase the General Residence Homestead Exemption from .01 percent of the appraised value of the residence homestead to twenty percent of the appraised value of the residence homestead or the statutorily mandated minimum of \$5,000.00, effective January 1, 2023;

WHEREAS, Texas Tax Code § 11.13 authorizes taxing units to increase the homestead exemption for disabled persons and persons 65 years of age or older for a portion of the appraised value of their homesteads;

WHEREAS, the City desires to implement the policy proposal to increase the elderly and disabled persons homestead exemption from thirty thousand dollars (\$30,000.00) to fifty thousand dollars (\$50,000.00), effective January 1, 2023;

WHEREAS, changes to the City Code are required to conform to the applicable provisions of the City Code to the Texas Tax Code;

WHEREAS, the City has investigated and determined that it is in the best interest of its citizens to increase the amount of the residence homestead tax exemptions by adopting this Ordinance;

WHEREAS, the City has determined that the revision to the amount of the residence homestead tax exemptions promotes the public health, safety, and welfare; and

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

SECTION 1. The findings and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2. The City of Leon Valley hereby increases a General Residence Homestead Exemption for an individual in an amount equal to 0.01 percent of the appraised value of the residence homestead to 20 percent of the appraised value of the residence homestead or the statutorily mandated minimum of \$5,000.00, commencing with the 2023 tax year that began on January 1, 2023.

SECTION 3. The City of Leon Valley hereby adopts an increase in the homestead property tax exemption from \$30,000.00 to \$50,000.00 in assessed valuation for disabled persons and persons 65 years of age or older, commencing with the 2023 tax year that began on January 1, 2023.

SECTION 4. "Disabled" means under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance.

SECTION 5. In accordance herewith, Chapter 11 Taxation, Article 11.02 Property Tax, Sections 11.02.001-11.03, adding Sections 11.02.004-11.02.007 of the City Code of the City of Leon Valley are hereby amended, in full, to read as follows:

Sec. 11.02.001 - Assessor designated

The county tax assessor-collector is hereby authorized and directed to act as the tax assessor of the city as provided by section 6.23(a) of Vernon's Tax Code.

Sec. 11.02.002 - Assessment

(a) All property in the city subject to taxation is to be assessed at the same value as it is assessed for taxing purposes by the Bexar Appraisal District.
(b) All provisions of Vernon's Tax Code are hereby adopted to the full extent applicable.

Sec. 11.02.003 - Goods in transit

The goods in transit, as defined by Texas Tax Code section 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82nd Texas Legislature in Special Session, shall remain subject to taxation by the city.

Sec. 11.02.004 – Exemption granted.

Upon compliance with all requirements of this Article and all other applicable laws and resolutions of the State and the City, the residence homestead of an individual shall be exempt from ad valorem taxes levied by the City in the amount equal to 20 percent of the appraised value of the residence homestead or the statutorily mandated minimum of \$5,000.00.

Sec. 11.02.005 - Exemption granted.

Upon compliance with all requirements of this article and all other applicable laws and resolutions, fifty thousand dollars (\$50,000.00) of the assessed value of residence homestead of persons sixty-five (65) years of age or older shall be exempt from ad valorem taxes levied by the city.

Sec. 11.02.006. Exemption granted.

Upon compliance with all requirements of this article and all other applicable laws and resolutions, fifty thousand dollars (\$50,000.00) of the assessed value of the residence homestead of a disabled individual shall be exempt from ad valorem taxes levied by the city.

Sec. 11.02.007. Effective date.

The exemption granted by this article shall be effective as to such residence homesteads as may qualify hereunder commencing with the 2023 tax year.

SECTION 6. 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 7. SEVERABILITY CLAUSE. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

SECTION 8. 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 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately from and after its passage and publication as required by law.

SECTION 10. 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.

PASSED AND ADOPTED by an affirmative vote of ____members of the City Council of the City of Leon Valley, Texas, this the ____day of May, 2023.

APPROVED

CHRIS RILEY
MAYOR

Attest:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form:

NICOLE WARREN
City Attorney

City of Leon Valley Proposed Homestead Exemption Increase

Crystal Caldera, PhD

City Manager

Per Councilor Stevens and Hefner

City Council Meeting

May 2, 2023

Purpose

- Discussion and possible action on a proposed ordinance to increase the current homestead local option and to provide direction to the staff on how the council would like to proceed.

Background

{Section}.79.

- Bexar County Appraisal District (BCAD) has taken the scenarios requested and loaded them to their test database to determine what the potential impact would indicate.
- The test database was updated with value information as of April 10, 2023, but they will caution you that it is preliminary and subject to change.
- They had not yet started processing protests in earnest when the test system was updated and therefore, the certified totals will be lower than what is shown in the attachments.

Background

{Section}.79.

- The Excel spreadsheet details the freeze adjusted taxable value, last year's tax rate, and the estimated levy for each scenario, then I subtracted each from the baseline which includes no exemption changes from current.
- The reason that they used the calculated approximate levy on the totals report is the fact that Leon Valley has the OV65 and DP freeze in place and because some of the owners freezes were established years ago, the calculated tax with new exemption amounts may not be lower than their freeze, therefore, those may not directly benefit from changes in exemptions.
- Remember also, that these are estimates.

Background

{Section}.79.

Scenario	Freeze Adjusted Taxable Value	Tax Rate	Estimated Levy	Estimated levy loss
No Change in Exemptions	\$1,271,664,535	\$0.484739	\$6,846,703.04	-
Increase DP and OV65 to \$50,000 no HS Change	\$1,271,124,535	\$0.484739	\$6,841,808.30	-\$4,894.74
Increase HS to 20% - No DP or OV65 Changes	\$1,271,477,867	\$0.484739	\$6,559,948.05	-\$286,754.99
Increase HS to 10% Change DP and OV65 to \$50,000	\$1,246,648,715	\$0.484739	\$6,708,531.76	-\$138,171.28
Increase HS to 15% Change DP and OV65 to \$50,000	\$1,231,793,741	\$0.484739	\$6,620,433.56	-\$226,269.48
Increase HS to 20% Change DP and OV65 to \$50,000	\$121,937,867	\$0.484739	\$6,526,877.23	-\$319,825.81

These are preliminary totals as of April 10 and are subject to change. This is from our test database with preliminary data updated as of 4/10/23

Recommendation

{Section}.79.

This item is at the discretion of the City Council, in how to proceed.

TAX EXEMPTION CHANGES

IMPACT FROM THIS YEAR TO NEXT YEAR

Main Question:

- Taking into consideration the rapid increase in property valuations in Bexar County and BCAD's estimated increase in taxable values in 2023 using freeze adjusted values.... If the city:
 - increases the homestead exemption to 20%, and
 - increases the exemption for homeowners 65 years of age + and disabled persons from \$30,000 to \$50,000, and
 - Leaves the tax rate the same as 2022....
- What will be the net impact on our 2023 budget, specifically our ad valorem revenue?

FY 2022 (last year)

- Budgeted TOTAL ad valorem revenue = \$5,476,000

GENERAL FUND SUMMARY OF REVENUES AND EXPENDITURES				
	ACTUAL 2020-2021	BUDGET 2021-2022	ESTIMATED 2021-2022	BUDGET 2022-2023
BEGINNING FUND BALANCE	\$ 3,441,167	\$ 3,361,144	\$ 3,361,144	\$ 3,101,144
Revenues				
Ad Valorem Taxes	4,886,127	5,126,931	5,126,931	5,476,000
Sales Taxes	3,210,482	2,913,493	3,047,916	3,320,631
Franchise Fees	877,389	885,567	885,567	901,798
Licenses, Permits, Fees, Fines	3,363,842	3,185,079	3,218,379	1,645,000
Grants	64,425	199,550	234,550	150,000
Other	179,554	1,317,502	1,420,502	493,872
Total Revenues	12,581,820	13,628,122	13,933,845	11,987,301

FY 2022

- Budgeted TOTAL ad valorem revenue = \$5,476,000
- Freeze adjusted total taxable (certified)= 1,100,334,683
- Total taxable value/100 x 0.484739 = \$5,333,751

16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁸	\$ 73,505
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 5,333,762
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹	
	A. Certified values: \$ 1,247,439,810	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0	
	D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0	
	E. Total 2022 value. Add A and B, then subtract C and D.	\$ 1,247,439,810

⁸ Tex. Tax Code § 26.012(15)⁹ Tex. Tax Code § 26.012(15)¹⁰ Tex. Tax Code § 26.012(15)¹¹ Tex. Tax Code § 26.03(c)¹² Tex. Tax Code § 26.012(13)¹³ Tex. Tax Code § 26.012, 26.04(c-2)¹⁴ Tex. Tax Code § 26.03(c)

Historical YOY change in Ad Valorem tax revenue

- 2023 = X
- 2022 = 5,476,000* (↑ \$349,169 from 2021; ↑ 6.8085%)
- 2021 = 5,126,931 (↑ \$240,804 from 2020; ↑ 4.9283%)
- 2020 = 4,886,127 (↑ \$206,900 from 2019; ↑ 4.4217%)
- 2019 = 4,679,227 (↑ \$309,507 from 2018; ↑ 7.0829%)
- 2018 = 4,369,720 (↑ \$119,329 from 2017; ↑ 2.8075%)
- 2017 = 4,250,391

*calculated based on certified values on form 50-856

**budgeted, not actual

GENERAL FUND SUMMARY OF REVENUES AND EXPENDITURES				
	ACTUAL 2020-2021	BUDGET 2021-2022	ESTIMATED 2021-2022	BUDGET 2022-2023
BEGINNING FUND BALANCE	\$ 3,441,167	\$ 3,361,144	\$ 3,361,144	\$ 3,101,144
Revenues				
Ad Valorem Taxes	4,886,127	5,126,931	5,126,931	5,476,000
Sales Taxes	3,211,182	2,913,493	3,011,916	3,321,631
Franchise Fees		885,567		
Licenses, Permits, Fees, Fines	3,311,122	3,185,079	3,185,079	1,111,110
Grants	1,111,110	199,550	1,111,110	1,111,110
Other	1,111,110	1,317,502	1,111,110	1,111,110
Total Revenues	12,581,820	13,628,122	13,933,845	11,987,301

FY 2023- NO CHANGE IN EXEMPTIONS

- In ESTIMATES from BCAD, if there are no changes in exemptions and no change in tax rate:
 - Freeze adjusted taxable value= \$1,271,664,535
 - Total market value (appraised value) = \$ 1,712,762,381
 - Total ad valorem revenue = $\$1,271,664,535 / 100 * (0.484739)$
= \$6,164,254

Historical YOY Change Estimate- Based on No Changes to Exemptions

- 2023 = 6,164,254 (↑ \$688,254 from 2022; ↑ 12.5686%)
- 2022 = 5,476,000* (↑ \$349,169 from 2021; ↑ 6.8085%)
- 2021 = 5,126,931 (↑ \$240,804 from 2020; ↑ 4.9283%)
- 2020 = 4,886,127 (↑ \$206,900 from 2019; ↑ 4.4217%)
- 2019 = 4,679,227 (↑ \$309,507 from 2018; ↑ 7.0829%)
- 2018 = 4,369,720 (↑ \$119,329 from 2017; ↑ 2.8075%)
- 2017 = 4,250,391

*budgeted, not actual

FY 2023- CHANGE IN EXEMPTIONS:

↑ HS to 20%; ↑ to \$50K for 65+ and DP)

- In ESTIMATES from BCAD, if we increase homestead exemption to 20% and increase exemption from \$30K to \$50K for homesteads >65 Y/O and disabled persons and leave tax rate the same:
 - Freeze adjusted taxable value= \$1,216,937,867
 - Total market value (appraised value) = \$ 1,712,762,381
 - Total ad valorem revenue = $(\$1,216,937,867/100) \times (0.484739)$
= \$5,898,972

Historical YOY Change Estimate- Based on Exemptions ↑ to 50K, ↑ HS to 20%

- 2023 = 5,898,972 (↑ \$422,972 from 2022; ↑ 7.7241%)
- 2022 = 5,476,000** (↑ \$349,169 from 2021; ↑ 6.8085%)
- 2021 = 5,126,931 (↑ \$240,804 from 2020; ↑ 4.9283%)
- 2020 = 4,886,127 (↑ \$206,900 from 2019; ↑ 4.4217%)
- 2019 = 4,679,227 (↑ \$309,507 from 2018; ↑ 7.0829%)
- 2018 = 4,369,720 (↑ \$119,329 from 2017; ↑ 2.8075%)
- 2017 = 4,250,391

*budgeted, not actual

Conclusion

- Using the ESTIMATED appraisal values from BCAD, using the same tax rate as last year, increasing the homestead exemption to 20%, increasing the exemption for homeowners 65 years of age and older to \$50,000, and increasing the exemption for disabled persons to \$50,000 will result in:
 - Estimated increase in ad valorem tax revenue of \$422,972
 - An increase in ad valorem tax revenue of 7.7241%, the biggest ever ad valorem revenue increase in Leon Valley in at least the past 5 years

Conclusion

- Using the ESTIMATED appraisal values from BCAD, using the same tax rate as last year, no changes to property tax exemptions will result in:
 - Estimated increase in ad valorem tax revenue of \$688,254
 - An increase in ad valorem tax revenue of 12.5686%, likely the greediest increase in ad valorem tax revenue in Leon Valley's history
 - Citizens of the community wishing we prioritized giving them relief instead of trying to run the city like a for-profit enterprise

OUTSTANDING CITY COUNCIL ITEMS

- **Over 65 Tax Exemption**
 - Council Mtg. 3/1/22
 - Councilor Orozco will get with the Finance Director to see if this item will come back on a later date
 - 2/21/2023 The Council looked at a 5% exemption for everyone. This will come back before July
 - 05/2/2023 Brought back by Councilor Stevens and Hefner
- **6417 Evers Road**
 - 11/2/20 – Lease approved
 - 8/3/21 – Amending lease to remove a lessee
 - 8/17/21- Executive session
 - 4/2/22 – first read SUP to allow Alcohol
 - 4/19/22 – second read SUP allow Alcohol
 - 12/6/22- Executive Session and EDC Funds
 - 12/20/22 -Executive Session
 - 3/21/23 – Executive Session
 - 5/2/2023- review of the agreement
- **Demolition Policy**
 - 5/2/2023 – Moved by CM due to the number of items on the agenda
 - 5/16/2023 – Scheduled
- **New Guidelines for Economic & Community Development Advisory Committee**
 - 5/2/2023 – Moved by CM due to the number of items on the agenda
 - 5/16/2023 – Scheduled
- **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
- **Capital Plans**
 - 5/16/2023 -Scheduled
- **Sustainability Overlay**
 - 6/6/2023
- **Stray Animal Ordinance**
 - Currently being reviewed by City Attorney – we can not require private industry to take in and adopt our stray animals
 - Looking at a possible interlocal agreement.
- **Establish Neighborhood boundaries**
 - Council has opted not to Update Master Plan
 - P & Z Director investigating a university conducting the plan
- **Neighborhood/citizen survey**
- **Review of the personnel manual**
- **Review of the Water rates**

- 6/6/2023
- **Legal review of the Sign Code**
 - Councilor Orozco and Bradshaw will work on this item
- **Looking at an amendment to Section 15.02 Appendix C (I), D Structural Nonconformity to add a matching percentage from Economic Community Development funds**
 - After the sustainability review
- **Four-way stop at Forest Meadow and Evers**
 - To be evaluated upon the development of the Evers property
- **LVHS request for ARP funds**
 - Reviewing MOU on 11/1/2022, 12/6/2022
- **Short Term Rental**
 - 3/7/2023
 - Short Term rentals have appeared on the following agendas:
 - 1/12/2021- Tabled
 - 1/19/2021-Discussed
 - 4/6/2021-Discussed
 - 4/20/2021- Discussed
 - 8/3/2021-Tabled
 - 8/17/2021-Discussed
 - 8/16/2022-Tabled
 - 9/6/2022- Discussed
 - 1/17/2023- Discussed
 - 3/7/2023 – Item added by Councilor Stevens and Orozco
 - Council decided to have the city attorney draft an ordinance based on the information provided by Councilor Stevens
- **Seneca West R6 Zone change**
 - 3/7/2023
 - Council requested some prices to replat as larger lots, not in favor of R6
 - Staff will be getting prices to plat larger lots and bring them back to the council
- **5616 Bandera road, also known as Comfort Cafe**
 - 3/21/2023 Public Hearing to remedy
 - Council decided to demo the property. Scheduled for May 1, 2023 demo
 - 4/24/2023 Owner paid the liens. Demo is scheduled for June 30th.
- **Towing Contract**
 - 04/04/2023 – Council Would like additional information
 - 5/2/2023 – will be back with additional information
- **Regulations regarding front yard fences**
 - Date to be determined

- **Health Inspector contract**
 - Date to be determined
- **Building Official contract**
 - Date to be determined
- **RFP for Staff utilization study**
 - Date to be determined

ITEMS ARE STILL IN THE PIPELINE BUT HAVE BEEN ADDRESSED

- **John Marshall Traffic Plan – CR, JH**
 - Discussed at the following Council meeting
 - 12/14/2022 Next steps
 - NISD engineers are still working on the plan, collecting traffic counts, and coordinating with CoSA Traffic Department
 - Once complete, additional meetings will be held with the City to determine the feasibility and appropriateness
 - Once plans are final, the proposal will be presented to City Council for approval
 - John Marshal Update on 3/15 based on 2/14 meeting
 - The City received feedback on possible neighborhood suggestions on 5/09/2022. Joint meeting to be determined.
 - Heard by City Council to possible street closures on 8/23/20 Engineers will develop a report and PD and Fire will review
 - Taking to Council on 10/3/2022
 - 2/7/2023 council will review speed pads and school zone
 - Council decided to move forward with the speed pads and wait on the school zone. The Delinators will also be left alone
- **Flooding**
 - Was addressed at the following Council Meetings
 - 08/03/2021 – Flood Damage Prevention Ord. # 21-034
 - 11/2/2021 – To discuss Flood Mitigation Strategies
 - 12/07/2021 – Short Term options to address flooding
 - Budget Adjustment – For Funding floodway Monitoring and Software Upgrades
 - Upcoming Council presentation 1/18/2022
 - Budget Adjustment – for Creek Cleanup
 - Staff is proposing \$150,000 in ARP funds. Upcoming Council meeting TBD
 - Segment one of Huebner creek will be presented to the council on 4/19/2022
 - Council decided to look at the 50 ‘ wide, protected little league, the study will be brought back to the council before we agree to do it.
 - Budget adjustment for creek cleanup
 - 6/7/2022

- Budget adjustment for flood gates and notification system
 - 6/7/2022 postponed
- Huebner Creek Channel improvement presentation 9/20/2022
 - Council direction to bring back budget adjustment on \$633,000
 - First Read 10/3/2022
 - Second Read 10/18/2022
- **Fourth of July Presentation**
 - City Council 3/15
 - Council provided direction
 - The next update will be on 6/7/2022
 - Recap August 2, 2022, and August 16, 2022
 - Recap and Direction October 4, 2022
 - Review 11/15/2022
 - Time will remain the same and have a headliner that is well known
- **Presentation and discussion on the status of implementation of TPCA best practices for law enforcement policies, including the mandatory provision of mental health PTO in accordance with Texas legislative changes - JS, RO**
 - Discussed at the following Council meeting
 - 6/1/2021
 - Update in the CM report 10/26/2021:
 - We released the initial 6 policies (6.1 - Use of Force, 6.3 - Non-lethal, Less than lethal weapons, 6.4 - Officer Involved Shooting, 7.15 - Vehicle Pursuits, 7.40 Investigations, 8.6 Active Shooter) in July and August. With the distribution, we included a record of receipt and pertinent training.
 - Since the initial release, we have now distributed 4 more policies (3.2 - Field Training Program, 3.2.1 - Field Training Program Operations Manual, 4.6 - Off-duty Employment, 5.4 - Body Worn Camera) and again, with the distribution, we have included a record of receipt and pertinent training.
 - Currently in the process of the last review before we release 8 other policies.
 - Mental Health quarantine Policies Section 614.015 of the Tx Gov't Code have been updated and can be found here:
https://cms3.revize.com/revize/leonvalleynew/departments/human_resources/procedural_directives.php#revize_document_center_rz4176
 - Distributed a Property and Evidence packaging manual that is used along with 12.1 Property and Evidence Management. 10.1 Prisoner Processing and 11.1 Municipal Court are in the final draft and edit stage and will be distributed both in the near future.
 - Citizens or Media Recording of Police Incidents 2/1/2022
 - Evidence and Property 2/1/2022

- Body Worn Cameras 9/3/2022
- Differential Police Response (CFS Report Program) 9/6/2022
- Rules of Conduct 9/15/2022
- Mission, Values, Written Directives 12/27/2022
- Law Enforcement Role and Authority 12/27/2022
- Field Interviews, Stop and Frisk 12/27/2022
- Arrests With and Without Warrants 12/27/2022
- Eyewitness Identifications 12/27/2022
- **Red-light cameras First Available Contract end term is May 2037**
 - City Council adopted a Resolution declaring the intent to phase out redlight cameras 4/6/2021 – Resolution # 21-009R
 - The RLC Contract would be difficult to terminate without financial obligation from the City
 - City Council supports HB 1209 and physically delivers letters in support to Cortez, Biederman, Canales, Menendez
 - Funds – Eligible projects – CR
 - Will be discussed at the Town Hall Meeting on January 22, 2022
 - Discussed at the retreat council has decided not to spend funds until we know what the legislature is doing
 - Resolution supporting SB 446-2/21/2023
- **Tiger brush and bulk issues- Contract ends January 1, 2025**
 - Discussed at the following City Council Meetings
 - 02/22/2021
 - Council addressed complaints and Tiger sanitation responded
 - 09/7/2021
 - Considered a resolution on how to handle bulk pick-up. Resolution # 21-031-R, the direction was given to CM to come back with a plan.
 - Considered and Ordinance Amending the Ord 14.02 Solid Waste First reading.
 - 11/2/2021
 - Considered and Ordinance Amending the Ord 14.02 Solid Waste Second Reading Passes Ord. # 21-053.
 - 1/11/2022
 - Council considered two options to handle the overflow of Brush. The Council decided to have PW pick up the overage after Tiger sanitation picked up their 8 CY.
 - There were 11 homes with oversized brush the City had the item picked on 3/4/22-3/8/22
 - 05/17/2022 Council meeting discussing rate increase.
 - Council allowed the 2.5% increase for July and another in January but did not approve the 7.5 % increase

- Council was willing to renegotiate terms
 - On 8/23/2022 council decided to leave terms as is
- **Opioid Litigation**
 - Item Was Addressed in Executives session on:
 - 6/15/2021
 - 09/7/2021
 - 9/21/2021
 - Council Addressed this item at the following Council meeting
 - 11/16/2021
 - Council Passed a resolution # 21-04, agreeing to participate in a settlement agreement with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson and is estimated to receive \$28,389
 - The City still has an Agreement with Phipps, Ortiz and Talafuse for any remaining ongoing litigation
 - Received our first payment of \$7,000 on 4/20/2023
- **Comprehensive Master Plan**
 - Was addressed at the following Council meetings:
 - 2/2/2021
 - 3/23/2021
 - 06/1/2021
 - This item was discussed during the budget process and ultimately, the Council decided not to expend the funds on this project at this time.
 - Will be discussed under the Townhall meeting update to the council on 4/19/2022
 - Council would like us to use our future land use map
- **Sewer Service Charge Adjustments**
 - Council meeting 2/15/22
 - Impact Fees Removed
 - Sewer Charges will be brought back at a later time.
- **Apartments Finley And Sierra Royale, Forest Oaks, Vista Del Rey- BM**
 - Update on one of the Apartment Complexes at the CC mtg 3/15
 - Presentation was given on Vista Del Rey
 - Next apartment review is on 5/3/2022
 - Staff received legal advice in the executive session
 - Executive session 8/2/2022
 - Council decided to file a Chapter 54 lawsuit against Vista del Rey, filed on 8/5/2022
 - TRO was granted on 8/8/2022
 - Administrative warrant executed on 8/17/2022
 - Temporary Injunction was granted on 8/22/2022
 - They have 6 months to comply.

- 8/31/2022 Vista got new attorneys
 - 9/9/2022 Vista filed a motion to dissolve the temporary injunction
 - C of Os issued Shed, Maintenance Shop, Laundry 1-3, Vista, Gym
 - 9/19/2022 hearing set and canceled
 - Executive Session 9/20/2022
 - Vistal Del Rey is 50% compliant council agreed to settled on 4/18/2023
- **Presentation, discussion, and possible action on fluoride survey results – JS**
 - CC Mtg. 3/1/2022 Postponed
 - Moved to 4/5/22
 - Presentation on given to the council and the community on the benefits, no direction was provided to staff
- **American Rescue Plan funds**
 - 8/17/2021 City Council meeting. Council agreed to budget in FY 2022 for the following
 - 911 Mass text - \$5,900
 - PPE and Decontamination Supplies -\$10,000
 - Disposal Supplies and Medication - \$45,000
 - 2 power stretchers – \$60,000
 - 12 LEAD Cardiac monitor - \$70,000
 - Library Hot Spots – \$5,220
 - Huebner Well Generator -\$230,000
 - 11/16/2021 Budget Adjustment ord. # 21-060
 - AV equipment – Council Chambers -\$41,000
 - PD AC Repair - \$10,000
 - Website upgrades - \$40,000
 - Premium Pay for Essential Workers -\$150,000
 - Citizen Utility Asst. -\$50,000
 - Library AC repair -\$25,000
 - For FY 23 Budget
 - Fire Truck-\$400,000
 - Shadow Mist Skate Park -\$70,000
 - This item was heard at the Town Hall Meeting on 3/26/2022
 - Citizen input will be presented at the 4/19/22 CC Mtg
 - At the 4/19/2022 council Meeting council decided to use \$400,000 to purchase a fire truck
 - Finance Director gave a presentation on 10/18/2022 council meeting
 - City Manager updated eligible items and gave a presentation 4/18/2023 council directed to buy new Fire truck, ambulance and well generator

- **AV equipment for the Conference Center -Budget Adjustment from ARP Funds**
 - Council meeting 2/1/22 first read
 - Item amended to get the direction of the scope of work
 - Will bring the item back after the BID process
 - Discuss alternatives 5/3/2022

COMPLETED

- **Presentation and discussion on the hiring process for Directors**
 - 1/17/2022 presented and passed unanimously
- **Substandard Building Regulations**
 - 1/17/2023 first read
 - 2/7/2023 second read passed unanimously
- **City Manager Evaluation**
 - 2/7/2023
- **A scope of duties for the Earthwise living committee**
 - 1/17/2023 -The committee had additional comments moved to the next meeting
 - 2/7/2023 – The next Earthwise meeting is on 2/1. It was to close to the agenda preparation process being postponed until 2/21/2023
 - 2/23/2023- Placed on the Agenda – Passed on consent unanimously
- **Blood Drive and PTO Policy**
 - 3/7/2023 – Passed unanimously
- **Lyft Program**
 - 2/21/2023 – City Council wished to proceed with the partnership
 - 3/7/2023 – Will be on the agenda with an ordinance for a first read.
 - 3/21/2023 - Will be on the agenda with an ordinance for a second read.
 - Approved unanimously
- **Discussion and possible action on amending BOA variance criterion by Texas Legislative changes**
 - 2/28/2023 – Went to the planning and zoning commission, which recommended approval
 - 3/7/2023 – Will be on for the first read
 - 3/21/2023 – Will be on for the second read
 - Passed unanimously
- **A policy on open meetings act in regards to how it applies to advisory committees**
 - 1/17/2023 – Moved by Mayor
 - 2/7/2023 – Moved by Mayor
 - 2/21/2023 – Moved by Mayor
 - 3/7/2023- The meeting agenda too full moved by City Manager
 - 3/21/2023- The meeting agenda too full moved by City Manager
 - 4/4/2023 – Placed on the agenda

- 4/18/2023 – Will be placed on consent – Passed Unanimously
- **Presentation on VIA ridership and MTA .005 of sales tax**
 - 2/7/2023 – Mayor would like VIA present moved to 2/21/2023
 - 2/21/2023 – Placed on the agenda – The council requested more information to return to the council by April
 - 4/18/2023 – Item placed on the Agenda -No Action taken
- **Public Private Partnership with local petshops for pet adoption options**
 - 2/21/2023 City Council wished to proceed with the Partnership
 - 3/21/2023 will return with an official MOU – postponed due to being held up with Petland legal
 - 4/18/2023 – Placed on the Agenda as a resolution Passed Unanimously
- **Health Insurance Broker**
 - Gallagher benefits services the contract was awarded for three years Passed by council on 4/18/2023