



**CITY OF LEON VALLEY
CITY COUNCIL REGULAR MEETING**
Leon Valley City Council Chambers
6400 El Verde Road, Leon Valley, TX 78238
Tuesday, August 15, 2023 at 6:00 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. The City Council Shall Meet in Executive Session to Discuss the Following:**
 1. Section 551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting. RE: City of Leon Valley, Texas and Mom and Son, LLC located at 6430 Bandera Road Suite 89
 2. City Council shall meet in executive session pursuant to Texas Government Code, Chapter 551, Section 551.072, Deliberations on Real Property: 6602 Peachtree sale offer.
- 3. Reconvene into Regular Session**
- 4. Citizens to be Heard**
- 5. Possible Action on Issues Discussed in Executive Session If Necessary**
- 6. Presentations**
 1. Presentation and Discussion of the Proposed Budget for FY 2024 - Dr. Caldera, City Manager
 2. Presentation and Discussion Overview of the 2023 Tax Rate - Dr. Caldera, City Manager

3. Discussion and Possible Action to Award the Fiscal Year 2024 Group Insurance Bid for Employee Medical, Dental, and Life Insurances provided by Gallagher Benefit Services - L. Hernandez, HR Director
4. Presentation, Discussion, and Possible Action to Create a New Economic Development Program to Demolish and Clear Vacant Lot(s) for Redevelopment - R. Salinas, Director of Economic Development
- 7. Announcements by the Mayor and Council Members.** At this time, reports about items of community interest, which no action will be taken may be given to the public as per Chapter 551.0415 of the Government Code, such as: expressions of thanks, congratulations or condolence, information regarding holiday schedules, reminders of social, ceremonial, or community events organized or sponsored by the governing body or that was or will be attended by a member of the Leon Valley City Council or a City official.

8. City Manager's Report

1. Upcoming Important Events:

Regular City Council Meeting, Tuesday, September 05, 2023, at 6:30 PM, in City Council Chambers.

City Offices and Municipal Court will be closed on Monday, September 04, 2023 in observance of Labor Day.

National Night Out, Tuesday, October 04, 2023. Deadline to register your event is Thursday, September 28, 2023. More information is located at <https://www.leonvalleytexas.gov/police/page/national-night-out>

Miscellaneous other events and announcements.

9. Consent Agenda

1. Discussion and Possible Action Approving of the Following City Council Minutes:
 - a. 08-01-2023 Regular City Council Meeting Minutes
2. Presentation and Discussion of the Monthly Financial Report Ending July 31, 2023 - C. Goering, Finance Director
3. Discussion and Possible Action of the Quarterly Investment Report for the Quarter Ended June 30, 2023 - C. Goering, Finance Director
4. Discussion and Possible Action on an Ordinance Authorizing the City Manager to enter into an agreement with Stephen Barscewski for Health Inspection Services (1st Read was Held on 08-01-2023) - C. Caldera, City Manager
5. Discussion and Possible Action on an Ordinance Authorizing the City Manager to enter into an Agreement with BB Inspections for Building Inspections and plan review services (1st Read was Held 08-01-2023) - C. Caldera, City Manager

6. Discussion and Possible Action to Consider Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Ram Utilities, in the Amount of \$249,250.60, With \$37,387.59 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$150,159.00, for the CDBG Wurzbach Rd Sewer Main Replacement Project Segment 1 (1st Read was Held on 08-01-2023) - D. Dimaline, Assistant Public Works Director
7. Presentation and Discussion to Consider Accepting a Bid and Authorizing the City Manager to Enter into a Contract with H.L. Zumwalt Construction, in the Amount of \$1,173,476.52, With \$176,021.48 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$551,100.00, for the Year 6 Street Maintenance Project (1st Read was Held on 8/1/23) - D. Dimaline, Assistant Public Works Director
8. Discussion and Possible Action to Consider Awarding a Bid and Authorizing the City Manager to Enter into a Contract with The Levy Company, in the Amount of \$75,504.00, With \$11,326 for Contingency (15%), and Approving an Ordinance Authorizing a Budget in the Amount of \$86,830, for the Huebner Road School Zone Project (1st Read was Held on 08-01-2023) - D. Dimaline, Assistant Public Works
9. Presentation, Discussion, and Possible Action to Consider Approval of a Request by Spirit Halloween for a Variance to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.013 Temporary signs, (b), to Display a Temporary Sign for Longer Than Allowed by the Code, Located at 6808 Huebner Rd - M. Teague, Planning and Zoning Director
10. Presentation, Discussion, and Possible Action on a Resolution Appointing an Alternate to the Planning & Zoning Commission - Mayor Chris Riley

10. Regular Agenda

1. Presentation, **Public Hearing**, and Possible Action to Approve a Replat with Requested Variances, on an Approximately 0.854-acre Tract of Land, Being the North 133.20 Feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision - M. Teague, Planning and Zoning Director
2. Presentation, Discussion, and Possible Action to Expend Economic and Community Development Funds in the Amount Not to Exceed \$7,500 to Purchase a Variety of Commercial Kitchen Equipment to Start a New Bakery in Leon Valley - R. Salinas, Director of Economic Development

11. Citizens to be Heard

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

13. Adjournment

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

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

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

I hereby certify that the above **NOTICE OF PUBLIC MEETING(S) AND AGENDA OF THE LEON VALLEY CITY COUNCIL** was posted at the Leon Valley City Hall, 6400 El Verde Road, Leon Valley, Texas, and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at . 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

August 10, 2023 3:48 PM



Proposed Budget Fiscal Year 2024

{Section}.61.

Crystal Caldera, PhD
City Manager

City Council Meeting
August 15, 2023

Changes from First Workshop

- General Fund Items Added or Deleted:
 - Added funds for a staffing utilization study in the Manager and Council Department
 - \$75,000
 - Deleted funds for DotGOV in the Information Technology Department
 - \$400
 - Added funds for three outdoor patio fans in Library Department
 - \$3,000

Changes from Council Retreat

- General Fund Items Deleted, Moved or Added:
 - Police Department
 - \$65,000 Detective Vehicle-deleted
 - \$65,000 Patrol Vehicle-deleted and moved to Traffic Safety
 - Fire Department
 - \$32,000 UTV-deleted
 - \$15,000 Covered Parking-deleted
 - \$131,362 MIH position - deleted
 - Public Works
 - \$80,000 Boom Truck-deleted
 - \$20,000 ATV-deleted

Changes from Council Retreat

- General Fund Items Deleted, Moved or Added:
 - Special Events
 - \$28,000 Jazz Festival - deleted
 - Parks
 - \$20,000 Merry-go-Round-deleted
 - \$100,000 Dog Park-deleted
 - \$107,000 Hike & Bike Trail (El Verde) Sprinkler System - added
 - Library
 - \$50,000 Circulation Desk-deleted
 - \$5,000 Hot Spots - deleted

Other Changes

- General Fund Items Reduced or Deleted:
 - Municipal Court
 - \$10,600 Credit Card Processing Fees – Reduced
 - Manager and Council
 - \$10,000 TML Retainer – Reduced
 - \$6,750 Printing – Reduced
 - Information Technology
 - \$72,000 Microsoft Office 365 G5 License – deleted
 - Planning & Zoning
 - \$84,956 Inspections - Reduced
 - \$15,000 Engineering Services - Reduced

Other Changes

- General Fund Items Reduced or Deleted:
 - Police
 - \$6,000 Animal Boarding – Reduced
 - \$6,000 Repairs and Maintenance External - Reduced
 - Fire
 - \$10,375 Lexipol Policies & Procedures –Deleted
 - \$22,000 Lexipol Initial Setup – Deleted
 - \$20,000 Repairs & Maintenance External – Reduced
 - Public Works
 - \$10,000 Other Contractual – Reduced
 - \$8,000 PPE - Reduced
 - \$30,000 Repairs & Maintenance External – Reduced

Other Changes

- General Fund Items Reduced:
 - Parks
 - \$10,000 Other Undefined Materials & Supplies - Reduced
 - Library
 - \$51,297 Part Time Library Aid – Deleted

Changes from Council Retreat

- Enterprise Fund Capital Items Deleted, Added or Moved:
 - Water
 - \$150,000 Backhoe-deleted

General Fund

Overview

- For FY 2024, we are projecting a fund balance in the General Fund of approximately
 - \$2,877,030 in the Capital Reserve Fund
 - \$1,000,000 in the Emergency Fund
 - Estimated total of \$3,877,030

Overview

- The Emergency Fund alone represents approximately less than 1 month of operating income
- The combined fund balance (Emergency and Reserve) represents approximately 3.2 months of operating income

Overview

- As presented, the Fiscal Year 2024 General Fund budget is balanced with a proposed tax rate a \$.484739, which is the same tax rate as last year

Revenue Highlights

- Operating Revenues - \$13,584,907
 - An increase over FY 23 of \$1,250,882
- To fund the FY 2024 General Fund Budget, we are proposing a tax rate of \$0.484739 cents per \$100 of valuation
- This is the same tax rate as last year

Expenditure Highlights

- Operating Expenditures - \$14,241,551
 - An increase of \$954,765
 - Personnel
 - Supplies
 - Contractual
 - Hike and Bike Trail
- Capital Expenditures - \$2,689,390
 - An increase of 2,602,465
 - Hike and bike Trail \$1,970,370

General Fund Budget Summary

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	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
BEGINNING FUND BALANCE	\$ 3,398,783	\$ 4,568,316	\$ 4,568,316	\$ 3,862,209
Revenues				
Ad Valorem Taxes	5,271,893	5,476,000	5,476,000	5,470,447
Sales Taxes	3,688,365	3,719,631	3,719,631	3,789,946
Franchise Fees	941,466	911,798	911,798	1,001,820
Licenses, Permits, Fees, Fines	1,304,875	1,576,080	1,276,080	1,237,800
Grants	37,112	150,000	938,976	1,335,312
Other	412,943	500,516	580,116	749,582
Total Revenues	11,656,654	12,334,025	12,902,601	13,584,907
Other Funding Sources				
Transfer in-ARP Funds	-	190,350	-	330,000
Transfer-Personnel Shared Services	-	1,762,209	1,762,209	1,803,856
Contractual Shared Services	-	127,000	127,000	-
Fund Balance	-	1,035	-	-
Tree Mitigation Fds (Sprinkler System)	-	-	-	227,000
Total Other Funding Sources	-	2,080,594	1,889,209	2,360,856
TOTAL RESOURCES	\$ 11,656,654	\$ 14,414,619	\$ 14,791,810	\$ 15,945,763
Expenditures				
Personnel Services	7,305,729	9,967,490	9,967,490	10,366,433
Supplies	817,812	875,810.00	875,810.00	915,270
Contractual Services	2,142,676	2,443,546	3,010,221	2,959,848
Capital Outlay	263,288	86,925	86,925	2,689,390
Total Expenditures	10,529,505	13,373,771	13,940,446	16,930,941
Other Financing Uses				
Transfer to Capital	-	1,200,569	1,200,569	-
Transfer Out EDCD to GF	-	62,884	-	-
Transfer to ARP (Unused from FY 22)	-	356,902	356,902	-
Total Other Financing Uses	-	1,620,355	1,557,471	-
TOTAL EXPENDITURES	\$ 10,529,505	\$ 14,994,126	\$ 15,497,917	\$ 16,930,941
ENDING FUND BALANCE	\$ 4,525,932	\$ 3,988,809	\$ 3,862,209	\$ 2,877,030

General Fund Revenue Summary

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	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
Ad Valorem Taxes				
Current	5,270,672	5,426,000	5,426,000	5,420,447
Delinquent	-	25,000	25,000	25,000
Penalty and Interest	1,221	25,000	25,000	25,000
Total Ad Valorem Taxes	5,271,893	5,476,000	5,476,000	5,470,447
Sales Taxes				
City Sales Tax	3,232,731	3,271,631	3,271,631	3,332,946
Alcoholic Beverage Sales Tax	29,758	34,000	34,000	30,000
Economic Development Sales Tax	408,025	399,000	399,000	409,000
Vehicle Inventory Tax	17,851	15,000	15,000	18,000
Total Sales Taxes	3,688,365	3,719,631	3,704,631	3,789,946

General Fund Revenue Summary

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
Franchise Fees				
City Public Service	742,177	700,000	700,000	801,000
Telecommunication Fees	8,083	11,000	11,000	8,000
Node Pole Rental	750	1,000	1,000	750
ROW Fees	11,870	6,000	6,000	11,870
San Antonio Water System	-	1,298	1,298	1,300
Sanitation	64,644	55,000	55,000	65,000
PEG Fees	18,769	10,000	10,000	18,700
Franchise Fees	93,366	125,000	125,000	93,400
Grey Forest Utilities	1,807	2,500	2,500	1,800
Total Franchise Fees	941,466	911,798	911,798	1,001,820

General Fund Revenue Summary

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
Licenses, Fees and Fines				
Building Department	410,915	450,000	150,000	253,000
Contractor's Registration	-	-	-	-
Renter's Registration	-	-	-	-
Animal Licenses and Tags	-	-	-	-
Animal Control Fees	510	500	500	500
Property Room Fee	1,900	1,500	1,500	1,900
Property Room Auctions	2,979	3,000	3,000	3,000
Special and Solicitors	2,400	1,000	1,000	2,400
Zoning and Board of Adjustment	3,965	3,000	3,000	-
Subdivision Platting Fees	-	-	-	-
Occupation, Liquor, and Food	-	-	-	-
Warrant Fees	48,224	55,000	55,000	48,500
Municipal Court Fines	309,367	450,000	450,000	373,700
Red Light Camera Fines	-	-	-	-
Red Light Camera Late Fees	-	-	-	-
Impound Lot Fees	70,075	60,000	60,000	100,000
Impound Lot Auctions	64,764	71,080	71,080	65,000
Recreation Fee	26,548	31,000	31,000	26,600
Fire Inspection Fees	-	-	-	-
Garage Sale Permit Fees	-	-	-	-
EMS Fees	362,828	450,000	450,000	362,800
Book Fines	400	-	-	400
Total Licenses, Fees and Fines	1,304,875	1,576,080	1,276,080	1,237,800

General Fund Revenue Summary

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Grants

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PD Grants	-	25,000	25,000	25,000
Fire Grants	18,215	50,000	50,000	50,000
Library Grants	18,897	75,000	75,000	-
Hike and Bike	-	-	788,976	1,260,312
Total Grants	37,112	150,000	938,976	1,335,312

General Fund

Revenue Summary

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	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
Other				
Interest Income	56,409	50,400	130,000	305,000
EDCD Interest	-	5,500	5,500	11,000
Sprint Tower Lease	17,303	15,972	15,972	15,972
Pool Revenue	61,558	50,000	50,000	50,000
Credit Card Processing Fees	29,302	51,000	51,000	39,400
Parks Bucks Program	710	744	744	710
Miscellaneous	61,076	100,000	100,000	100,000
Library Non Resident Users	3,000	2,500	2,500	3,000
Library Memorial Donations	290	100	100	300
EDCD Miscellaneous Revenue	-	-	-	-
Sale of Surplus Property	25,750	10,000	10,000	10,000
Towing Contract	-	500	500	-
Special Events	52,530	50,000	50,000	80,000
Blue Santa	5,366	4,200	4,200	4,200
CARES Act Reimbursement	-	-	-	-
Café Lease	9,105	9,600	9,600	-
ASSPP	-	100,000	100,000	30,000
DEA Reimbursement	17,596	50,000	50,000	50,000
TXDOT Reimbursement	-	-	-	-
Insurance Proceeds	72,948	-	-	50,000
Total Other	412,943	500,516	580,116	749,582
TOTAL REVENUES	\$ 11,656,654	\$ 12,334,025	\$ 12,887,601	\$ 13,584,907

Municipal Court

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	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	23,500	194,610	194,610	201,753
Retirement Plan	4,419	36,937	36,937	40,310
Group Insurance	9,801	33,187	33,187	36,547
Worker Compensation	1,523	345	345	357
Liability Insurance	3,217	-	-	-
Social Security	1,651	14,888	14,888	15,434
Longevity Pay	544	2,108	2,108	3,333
Total Personnel Services	44,655	282,075	282,075	297,734
SUPPLIES				
Office Supplies	1,854	1,500	1,500	1,500
Operating Supplies	12,399	10,200	10,200	7,430
Repairs & Maintenance - Internal	-	250	250	250
Misc. Supplies	837	1,750	1,750	2,160
Total Supplies	15,090	13,700	13,700	11,340
CONTRACTUAL SERVICES				
Professional Services	57,845	68,200	68,200	57,965
Contractual Services	14,272	-	-	-
Utilities - Gas, Water, Electric	12,202	-	-	15,000
Printing	2,193	2,000	2,000	700
Advertising	143	600	600	600
Travel	1,121	2,000	2,000	3,000
Membership, Dues & Licenses	-	275	275	350
Subscriptions to Publications	-	200	200	200
Credit Card Processing Fee	30,803	50,000	50,000	39,400
Total Contractual Services	118,579	123,275	123,275	117,215
TOTAL EXPENDITURES	\$ 178,324	\$ 419,050	\$ 419,050	\$ 426,289

Finance

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	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	54,715	237,760	237,760	288,807
Retirement Plan	7,880	45,127	45,127	47,714
Group Insurance	3,380	24,890	24,890	27,410
Worker Compensation	-	421	421	423
Liability Insurance	-	-	-	-
Social Security	4,081	18,189	18,189	18,269
Longevity Pay	-	3,056	3,056	3,198
Total Personnel Services	70,056	329,443	329,443	385,821
SUPPLIES				
Office Supplies	3,262	1,500	1,500	3,000
Operating Supplies	1,431	1,000	1,000	2,800
Misc. Supplies	-	-	-	1,000
Total Supplies	4,693	2,500	2,500	6,800
CONTRACTUAL SERVICES				
Professional Services	67,114	47,000	47,000	49,265
Utilities - Telephone	854	-	-	-
Utilities - Gas, Water, Electric	11,173	-	-	13,000
Printing	-	250	250	350
Advertising	1,800	500	500	2,000
Travel	5,845	5,000	5,000	3,000
Membership, Dues & Licenses	3,449	3,000	3,000	450
Liability Insurance	3,000	20,152	20,152	5,000
Total Contractual Services	93,235	75,902	75,902	73,065
TOTAL EXPENDITURES	\$ 167,984	\$ 407,845	\$ 407,845	\$ 465,686

Manager & Council

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	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	195,660	393,910	393,910	427,632
Retirement Plan	54,214	80,463	80,463	91,440
Group Insurance	22,862	33,187	33,187	36,547
Worker Compensation	-	751	751	811
Liability Insurance	-	-	-	-
Unemployment Compensation	-	-	-	-
Social Security	22,763	32,431	32,431	35,011
Car Allowance	1,558	6,000	6,000	6,000
ARP Premium Pay	99,000	-	-	-
Other Benefits	6,346	24,026	24,026	24,026
Special Pay	405	-	-	-
Longevity Pay	2,271	5,084	5,084	5,457
Total Personnel Services	405,079	575,852	575,852	626,923
SUPPLIES				
Operating Supplies	458	30,640	30,640	23,150
Repairs & Maintenance - Internal	35,361	4,500	4,500	2,000
Misc. Supplies	5,058	-	-	-
Employee Award Program	4,635	3,300	3,300	4,800
Coronavirus Expenses	1,960	-	-	-
Total Supplies	47,472	38,440	38,440	29,950
CONTRACTUAL SERVICES				
Professional Services	52,561	29,142	29,142	29,394
Contractual Services	206,918	214,920	214,920	229,412
Utilities - Telephone	23,219	80,000	80,000	25,000
Utilities - Gas, Water, Electric	12,018	280,000	280,000	17,800
Printing	31,891	45,000	45,000	45,000
Advertising	1,985	9,150	9,150	10,475
Repairs and Maintenance - External	1,034	-	-	-
Travel	11,104	35,000	35,000	38,900
Membership, Dues & Licenses	6,592	10,709	10,709	10,709
Subscriptions to Publications	767	1,795	1,795	1,870
Liability Insurance	21,848	9,811	9,811	30,000
American Rescue Plan	5,134	-	-	-
Total Contractual Services	375,071	715,527	715,527	438,560
CAPITAL OUTLAY				
Other Machinery & Equipment	20,283	-	-	15,000
Total Capital Outlay	20,283	-	-	15,000
TOTAL EXPENDITURES	\$ 847,905	\$ 1,329,819	\$ 1,329,819	\$ 1,110,434

Manager & Council Capital

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- Server
 - \$15,000

Information Technology

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	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	-	94,333	94,333	86,426
Retirement Plan	-	17,904	17,904	17,268
Group Insurance	-	8,297	8,297	9,137
Worker Compensation	-	167	167	153
Social Security	-	7,217	7,217	6,612
Longevity Pay	-	40	40	-
Total Personnel Services	-	127,958	127,958	119,596
SUPPLIES				
Office Supplies	-	1,000	1,000	1,000
Operating Supplies	-	-	-	6,500
Repairs & Maintenance - Internal	-	5,000	5,000	5,500
Total Supplies	-	6,000	6,000	13,000
CONTRACTUAL				
Professional Services	-	-	-	-
Contractual Services	-	181,225	181,225	163,647
Repairs and Maintenance-External	-	-	-	16,300
Travel	-	-	-	3,000
Memnerships, Dus & Licenses	-	-	-	175
Tota Cotractual Services	-	181,225	181,225	183,122
TOTAL EXPENDITURES	\$ -	\$ 315,183	\$ 315,183	\$ 315,718

Police

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	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	1,371,470.00	1,928,934	1,928,934	2,018,077
Retirement Plan	296,322.00	400,336	400,336	443,745
Group Insurance	179,534.00	257,201	257,201	283,241
Worker Compensation	22,299.00	48,061	48,061	50,722
Physical Examinations	1,125.00	-	-	-
Unemployment Compensation	1,031.00	-	-	-
Overtime	185,682.00	95,000	95,000	95,000
Social Security	124,401.00	161,358	161,358	170,201
Clothing Allowance	25,988.00	21,000	21,000	30,000
Standby	7,680.00	-	-	6,240
Special Pay	70,906.00	4,030	4,030	7,930
Certification Pay	94.00	60,288	60,288	67,600
Longevity Pay	18,721.00	18,740	18,740	20,305
Total Personnel Services	2,305,253	2,994,948	2,994,948	3,193,061
SUPPLIES				
Office Supplies	2,177	5,000	5,000	5,000
Operating Supplies	92,662	72,000	72,000	75,000
Misc. Supplies	60,305	33,500	33,500	35,000
Blue Santa	613	4,200	4,200	4,200
Total Supplies	155,757	114,700	114,700	119,200
CONTRACTUAL SERVICES				
Professional Services	34,919	15,000	15,000	15,000
Contractual Services	39,954	54,000	54,000	52,678
Utilities - Telephone	13,409	-	-	14,000
Utilities - Gas, Water, Electric	13,286	-	-	14,000
Printing	-	2,500	2,500	2,500
Repairs and Maintenance - External	41,092	32,000	32,000	32,000
Travel	1,979	2,500	2,500	3,000
Membership, Dues & Licenses	290	1,500	1,500	1,500
Subscriptions to Publications	-	500	500	500
Grant Expense	-	25,000	25,000	25,000
Liability Insurance	29,780	68,415	68,415	70,000
Total Contractual Services	174,709	201,415	201,415	230,178
CAPITAL OUTLAY				
Vehicles	-	-	-	-
Other Machinery and Equipment	-	-	-	-
Total Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 2,635,719	\$ 3,311,063	\$ 3,311,063	\$ 3,542,439

Police Capital

{Section}.61.

- ~~Patrol Vehicle-deleted~~
 - ~~\$65,000~~
- ~~Detective Vehicle-moved to Traffic safety~~
 - ~~\$65,000~~

Impound Lot

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	76,779	61,891	61,891	75,943
Retirement Plan	14,766	13,089	13,089	16,646
Group Insurance	-	8,297	8,297	9,137
Worker Compensation	-	1,588	1,588	1,918
Social Security	6,299	5,276	5,276	6,373
Clothing Allowance	-	700	700	1,000
Standby	10,970	-	-	-
Special Pay	6,615	3,120	3,120	3,120
Certification Pay	-	3,250	3,250	3,250
Longevity Pay	5,036	4,983	4,983	5,115
Total Personnel Services	120,465	102,194	102,194	122,502
SUPPLIES				
Office Supplies	710	1,900	1,900	400
Operating Supplies	-	-	-	1,500
Misc. Supplies	1,500	-	-	-
Total Supplies	2,210	1,900	1,900	1,900
CONTRACTUAL SERVICES				
Professional Services	742	1,500	1,500	2,000
Contractual Services	4,716	5,000	5,000	5,000
Advertising	700	3,000	3,000	3,000
Total Contractual Services	6,158	9,500	9,500	10,000
CAPITAL OUTLAY				
Office Equipment	-	-	-	-
Vehicles	-	-	-	-
Other Machinery & Equipment	-	-	-	-
Land	-	-	-	-
Improvements	-	-	-	-
Total Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 128,833	\$ 113,594	\$ 113,594	\$ 134,402

Fire

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	1,550,360	1,862,590	1,862,590	1,786,198
Retirement Plan	351,292	406,280	406,280	411,088
Group Insurance	240,728	224,014	224,014	237,557
Worker Compensation	30,981	55,669	55,669	53,508
Physical Examinations	16,412	16,000	16,000	16,000
Overtime	265,923	140,000	140,000	140,000
Social Security	143,129	163,754	163,754	157,399
Clothing Allowance	20,379	18,900	18,900	18,980
Other Benefits	1,350	-	-	-
Special Pay	114,780	-	-	-
Certification Pay	160	119,080	119,080	112,320
Longevity Pay	20,060	19,877	19,877	18,770
Total Personnel Services	2,755,554	3,026,164	3,026,164	2,951,820
SUPPLIES				
Office Supplies	14,079	13,000	13,000	7,500
Operating Supplies	112,420	110,000	110,000	132,000
Repairs & Maintenance - Internal	4,485	10,000	10,000	12,000
Misc. Supplies	5,921	-	-	-
EMS Supplies	98,678	84,000	84,000	84,900
Total Supplies	235,583	217,000	217,000	236,400
CONTRACTUAL SERVICES				
Professional Services	4,951	4,900	4,900	3,024
Contractual Services	55,669	57,225	57,225	67,200
Utilities - Telephone	8,654	-	-	10,320
Utilities - Gas, Water, Electric	30,076	-	-	32,000
Printing	-	300	300	500
Advertising	2,372	3,200	3,200	3,500
Repairs and Maintenance - External	173,051	120,000	120,000	100,000
Travel	24,105	22,100	22,100	25,000
Membership, Dues & Licenses	9,113	10,500	10,500	17,344
Subscriptions to Publications	717	4,800	4,800	1,300
Grant Expense	-	50,000	50,000	50,000
Liability Insurance	37,328	20,155	20,155	40,000
Total Contractual Services	346,036	293,180	293,180	350,188
CAPITAL OUTLAY				
Vehicles	-	-	-	330,000
Lease Purchase	-	86,925	86,925	-
Other Machinery & Equipment	73,935	-	-	32,000
Improvements	-	-	-	-
American Rescue Plan	142,782	-	-	-
Total Capital Outlay	216,717	86,925	86,925	362,000
TOTAL EXPENDITURES	\$ 3,553,890	\$ 3,623,269	\$ 3,623,269	3,900,409

Fire Capital

- Kitchen Hood System
 - \$32,000
- ~~Utility Terrain Vehicle-deleted~~
 - ~~\$32,000~~
- ~~Covered Parking-deleted~~
 - ~~\$15,000~~
- Ambulance
 - \$330,000 (ARP)

Public Works

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	519,598	1,078,492	1,078,492	1,100,200
Retirement Plan	97,769	218,042	218,042	235,139
Group Insurance	111,316	165,936	165,936	182,736
Worker Compensation	37,651	23,903	23,903	24,125
Liability Insurance	-	-	-	-
Overtime	5,061	60,000	60,000	60,000
Social Security	40,281	87,883	87,883	90,031
Special Pay	7,005	-	-	-
Certification Pay	201	9,360	9,360	15,070
Longevity Pay	12,331	14,242	14,242	22,782
Total Personnel Services	831,213	1,657,858	1,657,858	1,730,082
SUPPLIES				
Office Supplies	3,865	15,000	15,000	3,000
Operating Supplies	67,134	90,000	90,000	102,320
Repairs & Maintenance - Internal	52,079	58,315	58,315	44,815
Misc. Supplies	49,580	35,000	35,000	42,500
Total Supplies	172,658	198,315	198,315	192,635
CONTRACTUAL SERVICES				
Professional Services	64,652	146,440	146,440	106,440
Contractual Services	58,697	71,917	71,917	120,062
Utilities - Telephone	5,510	-	-	4,000
Utilities - Gas, Water, Electric	61,464	-	-	70,000
Printing	-	6,000	6,000	6,000
Advertising	-	5,000	5,000	5,000
Repairs and Maintenance - External	189,347	50,000	50,000	70,000
Single Audit	-	4,500	4,500	4,500
Equipment Rental	-	13,000	13,000	13,000
Travel	1,494	15,000	15,000	10,000
Membership, Dues & Licenses	2,042	3,230	3,230	5,000
Liability Insurance	22,802	61,433	61,433	71,000
Total Contractual Services	406,007	376,520	376,520	485,002
CAPITAL OUTLAY				
Vehicles	-	-	-	-
Other Machinery & Equipment	-	-	-	90,000
Improvements	-	-	-	25,000
Total Capital Outlay	-	-	-	115,000
TOTAL EXPENDITURES	\$ 1,409,878	\$ 2,232,693	\$ 2,232,693	\$ 2,522,719

Public Works Capital

{Section}.61.

- ~~• Truck with Boom-deleted~~
 - ~~• \$80,000~~
- Crack Sealer Trailer
 - \$40,000
- Sidewalks
 - \$25,000
- Broce Broom
 - \$50,000
- ~~• Two-Seater ATV-deleted~~
 - ~~• \$20,000~~

Planning and Zoning

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	120,177	198,674	198,674	201,632
Retirement Plan	23,471	37,708	37,708	40,286
Group Insurance	20,346	24,890	24,890	27,410
Worker Compensation	-	352	352	357
Overtime	164	-	-	-
Social Security	9,414	15,199	15,199	15,425
Other Benefits	59	-	-	-
Longevity Pay	1,102	80	80	200
Total Personnel Services	174,732	276,904	276,904	285,311
SUPPLIES				
Office Supplies	1,148	1,030	1,030	2,000
Operating Supplies	4,593	2,750	2,750	4,000
Repairs & Maintenance - Internal	-	500	500	500
Misc. Supplies	727	1,000	1,000	500
Total Supplies	6,468	5,280	5,280	7,000
CONTRACTUAL SERVICES				
Professional Services	162,556	171,150	171,150	275,195
Contractual Services	4,663	50,400	50,400	50,400
Utilities - Telephone	1,940	-	-	1,940
Utilities - Gas, Water, Electric	17,145	-	-	17,144
Printing	28	1,500	1,500	1,500
Advertising	4,555	2,300	2,300	2,300
Travel	-	7,000	7,000	7,000
Membership, Dues & Licenses	219	1,000	1,000	1,500
Subscriptions to Publications	-	-	-	500
Liability Insurance	7,881	-	-	-
Total Contractual Services	198,987	233,350	233,350	357,479
CAPITAL OUTLAY				
Office Equipment	-	-	-	-
Vehicles	-	-	-	-
Other Machinery & Equipment	-	-	-	-
Land	-	-	-	-
Improvements	-	-	-	-
American Rescue Plan	-	-	-	-
Total Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 380,187	\$ 515,534	\$ 515,534	\$ 649,790

Economic Development

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	130,449	110,972	110,972	106,363
Retirement Plan	24,278	21,063	21,063	31,543
Group Insurance	9,934	10,371	10,371	13,705
Worker Compensation	512	197	197	280
Liability Insurance	-	-	-	-
Social Security	10,232	8,489	8,489	12,077
Car Allowance	1,558	-	-	1,500
Other Benefits	6,475	-	-	6,006
Longevity Pay	239	300	300	666
Shared Services	-	-	-	-
Total Personnel Services	183,677	151,392	151,392	172,139
SUPPLIES				
Office Supplies	408	650	650	950
Operating Supplies	4,458	12,625	12,625	10,525
Total Supplies	4,866	13,275	13,275	11,475
CONTRACTUAL SERVICES				
Professional Services	132	4,500	4,500	10,000
Contractual Services	25,882	19,135	19,135	33,235
Utilities - Telephone	-	-	-	-
Utilities - Gas, Water, Electric	-	-	-	-
Advertising	2,715	1,500	1,500	4,500
Repairs & Maintenance - External	-	-	-	300
Travel	3,462	5,000	5,000	5,195
Membership, Dues & Licenses	1,082	1,422	1,422	1,346
Subscriptions to Publications	125	100	100	950
Project Funding	71,969	65,000	65,000	121,959
4th of July Funding	-	30,000	30,000	30,000
Liability Insurance	524	1,225	1,225	2,000
Total Contractual Services	105,891	127,882	127,882	209,485
CAPITAL OUTLAY				
Office Equipment	-	-	-	-
Vehicles	-	-	-	-
Other Machinery & Equipment	-	-	-	-
Land	-	-	-	-
Improvements	-	-	-	-
Total Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 294,434	\$ 292,549	\$ 292,549	\$ 393,099

Special Events

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Retirement Plan	4,797	500	500	4,596
Overtime	26,856	18,000	18,000	23,000
Social Security	1,981	1,500	1,500	1,760
Total Personnel Services	33,634	20,000	20,000	29,356
SUPPLIES				
Advertising	378	3,000	3,000	3,000
Concerts	13	-	-	-
Volunteer Appreciation Dinner	-	-	-	4,000
Fourth of July	84,099	80,000	80,000	99,200
Christmas Tree Lighting	174	2,850	2,850	4,350
Earthwise Living Day	5,866	2,700	2,700	2,700
Soap Box Derby	-	-	-	-
Concert in the Park	-	29,800	29,800	-
Movies in the Park	1,330	2,000	2,000	2,000
Total Supplies	91,859	120,350	120,350	115,250
TOTAL EXPENDITURES	\$ 125,493	\$ 140,350	\$ 140,350	\$ 144,606

Special Events

{Section}.61.

- ~~Jazz Festival~~
 - ~~\$28,000 - deleted~~

Parks

{Section}.61.

PERSONNEL SERVICES

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
Salaries	15,892	-	-	-
Retirement Plan	2,833	-	-	-
Group Insurance	9,314	-	-	-
Worker Compensation	-	-	-	-
Liability Insurance	-	-	-	-
Social Security	1,176	-	-	-
Special Pay	-	-	-	-
Longevity Pay	-	-	-	-
Total Personnel Services	29,215	-	-	-

SUPPLIES

Operating Supplies	15,348	45,000	45,000	45,000
Repairs & Maintenance - Internal	18,779	47,100	47,100	47,500
Misc. Supplies	3,577	12,000	12,000	29,500
Total Supplies	37,704	104,100	104,100	122,000

CONTRACTUAL SERVICES

Professional Services	10,700	8,700	8,700	15,700
Contractual Services	138,992	125,000	125,000	345,000
Utilities - Telephone	1,981	-	-	2,400
Utilities - Gas, Water, Electric	49,629	-	-	40,000
Printing	-	5,000	5,000	5,000
Advertising	533	8,500	8,500	8,500
Repairs and Maintenance - External	7,724	25,000	25,000	25,000
Travel	-	2,000	2,000	1,000
Membership, Dues & Licenses	20	55	55	1,500
Liability Insurance	4,067	3,045	3,045	4,000
Total Contractual Services	213,646	177,300	177,300	448,100

CAPITAL OUTLAY

Other Machinery & Equipment	-	-	-	-
Improvements	26,288	-	-	2,197,390
Total Capital Outlay	26,288	-	-	2,197,390

TOTAL EXPENDITURES

\$ 306,853	\$ 281,400	\$ 281,400	\$ 2,767,490
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Parks Capital

- Sprinkler System-4 Parks
 - \$120,000
- ~~Merry Go Round ADA-deleted~~
 - ~~\$20,000~~
- ~~Dog Park-deleted~~
 - ~~\$100,000~~
- Hike and Bike Trail Seq 2
 - \$1,970,390
- Hike and Bike Trail Sprinkler System
 - \$107,000 - added

Library

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	259,462.9	297,516	297,516	314,557
Retirement Plan	40,442.8	56,468	56,468	62,848
Group Insurance	29,454.1	41,484	41,484	45,684
Worker Compensation	-	707	707	747
Liability Insurance	-	-	-	-
Social Security	19,952.5	22,760	22,760	24,064
Longevity Pay	2,884.0	3,768	3,768	4,188
Total Personnel Services	352,196	422,703	422,703	452,088
SUPPLIES				
Office Supplies	2,863	2,700	2,700	3,000
Operating Supplies	3,570	2,350	2,350	4,000
Repairs & Maintenance - Internal	113	800	800	1,000
Misc. Supplies	9,117	11,800	11,800	10,500
Library Supplies	27,684	21,600	21,600	28,820
Gifts and Memorials	106	1,000	1,000	1,000
Total Supplies	43,452	40,250	40,250	48,320
CONTRACTUAL SERVICES				
Professional Services	879	1,150	1,150	1,150
Contractual Services	30,993	19,550	19,550	19,054
Utilities - Telephone	2,259	-	-	3,000
Utilities - Gas, Water, Electric	15,275	-	-	17,000
Printing	200	500	500	750
Repairs and Maintenance - External	889	3,000	3,000	3,000
Travel	4,105	1,500	1,500	3,000
Membership, Dues & Licenses	2,193	2,750	2,750	3,000
Subscriptions to Publications	1,498	2,000	2,000	2,500
Liability Insurance	4,814	4,245	4,245	5,000
Grant Expenses	39,114	75,000	75,000	-
American Rescue Plan	2,138	-	-	-
Total Contractual Services	104,358	109,695	109,695	57,454
CAPITAL OUTLAY				
Improvements	-	-	-	-
Total Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 500,006	\$ 572,648	\$ 572,648	\$ 557,862

Library Capital

{Section}.61.

- ~~Circulation Desk-deleted~~
 - ~~\$50,000~~

Enterprise Fund

Overview

{Section}.61.

- Budget is Balanced
- Revenues
 - \$5,260,372
- Operating Expenses
 - \$3,704,267
- Transfer Out for Debt Service
 - \$105,363
- Transfer Out for Personnel Services
 - \$1,380,646
- Capital
 - \$914,382

Water, Sewer and Stormwater Fund Budget Summary

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
OPERATING REVENUES				
Water Sales	\$ 2,157,443	\$ 2,013,433	\$ 2,013,433	\$ 2,090,215
Sewer Sales	2,577,726	2,486,600	2,486,600	2,516,542
Stormwater Fees	414,147	592,388	592,388	583,679
Customer Penalties	58,967	50,000	50,000	51,576
Tapping Fees	165,566	-	-	10,000
Connection & Platting	7,500	12,750	12,750	8,360
TOTAL OPERATING REVENUES	5,381,349	5,155,171	5,155,171	5,260,372
OPERATING EXPENSES				
General & Administrative	765,084	-	-	-
Water System	2,023,947	1,002,017	683,285	1,264,795
Sewer System	2,219,658	2,204,520	2,204,520	2,263,872
Stormwater	240,444	822,246	189,079	175,600
Depreciation	308,233	-	-	-
TOTAL OPERATING EXPENSES	5,557,366	4,028,783	3,076,884	3,704,267
NET OPERATING INCOME (LOSS)	(176,017)	1,126,388	2,078,287	1,556,105
NON-OPERATING REVENUES (EXPENSES)				
Interest Income and Other	28,490	6,200	6,200	60,500
Transfers In-ARPA	230,000	19,191	19,191	224,382
Bexar County Seneca Drainage Reimbursement	546,778	-	-	-
Non-Operating Transfer Out-Debt Service	-	(107,863)	(107,863)	(105,363)
Transfer Out Shared Personnel Services	-	(1,299,604)	(1,299,604)	(1,380,646)
Transfer Out Shared Contractual Services	(393,124)	(127,000)	(127,000)	-
Transfer to ARP (Unused from FY 22)	-	(25,680)	(25,680)	-
Interest Expense	(55,815)	-	-	-
TOTAL NON-OPERATING REVENUES (EXPENSES)	356,329	(1,534,756)	(1,534,756)	(1,201,127)
NET INCOME (LOSS)	180,312	(408,368)	543,531	354,978
CHANGES IN WORKING CAPITAL				
NET INCOME (LOSS)	180,312	(408,368)	543,531	354,978
SOURCES (USES) OF WORKING CAPITAL				
Additions to Fixed Assets- Transfer Out to Capital	-	(1,244,050)	(1,244,050)	(914,382)
TOTAL SOURCES (USES) OF WORKING CAPITAL	-	(1,244,050)	(1,244,050)	(914,382)
NET INCREASE (DECREASE) IN WORKING CAPITAL	180,312	(1,652,418)	(700,519)	(559,404)
BEGINNING FUND BALANCE	3,150,191	3,330,503	3,330,503	2,629,984
*ENDING FUND BALANCE	\$ 3,330,503	\$ 1,678,085	\$ 2,629,984	\$ 2,070,580

Water

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	260,942	206,359	206,359	213,280
Retirement Plan	56,330	41,159	41,159	45,041
Group Insurance	50,658	33,187	33,187	36,547
Worker Compensation	12,626	4,216	4,216	4,382
Liability Insurance	15,780	-	-	-
Overtime	22,424	8,000	8,000	8,000
Social Security	23,130	16,589	16,589	17,246
Car Allowance	-	-	-	-
Other Benefits	-	-	-	-
Standby	11,709	-	-	-
Special Pay	5,654	-	-	-
Certification Pay	150	2,495	2,495	3,632
2021 Winter Storm	-	-	-	-
Longevity Pay	13,869	6,726	6,726	7,722
Total Personnel Services	473,272	318,732	318,732	335,850
SUPPLIES				
Office Supplies	501	3,500	3,500	3,000
Operating Supplies	41,760	30,500	30,500	39,000
Repairs & Maintenance - Internal	49,798	136,400	136,400	136,400
Misc. Supplies	18,568	15,000	15,000	15,000
Water Conservation Program	-	2,000	2,000	2,000
Total Supplies	110,627	187,400	187,400	195,400
CONTRACTUAL SERVICES				
Professional Services	20,266	20,555	20,555	50,555
Contractual Services	235,114	297,735	297,735	369,490
Utilities - Telephone	12,609	-	-	17,000
Utilities - Gas, Water, Electric	100,434	-	-	100,000
Printing	2,070	3,000	3,000	3,000
Advertising	2,873	5,000	5,000	5,000
Repairs and Maintenance - External	1,062,710	145,000	145,000	145,000
Equipment Rental	-	1,500	1,500	1,500
Travel	3,296	7,000	7,000	10,000
Membership, Dues & Licenses	676	2,000	2,000	2,000
Liability Insurance	-	14,095	14,095	30,000
Total Contractual Services	1,440,048	495,885	495,885	733,545
CAPITAL OUTLAY				
Vehicles	-	-	-	-
Other Machinery & Equipment	-	-	-	50,000
Water Rights	-	-	-	140,000
Improvements	-	-	-	250,000
American Rescue Plan	-	-	-	-
Total Capital Outlay	-	-	-	440,000
TOTAL EXPENSES	\$ 2,023,947	\$ 1,002,017	\$ 1,002,017	\$ 1,704,795

Water Capital

- Excavator Trailer
 - \$50,000
- Replace Water Mains
 - 250,000
- Water Rights
 - \$140,000
- ~~Backhoe-deleted~~
 - ~~\$150,000~~

Sewer

{Section}.61.

PERSONNEL SERVICES

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
Salaries	80,904	51,590	51,590	53,320
Retirement Plan	15,250	11,429	11,429	12,407
Group Insurance	14,595	8,297	8,297	9,137
Worker Compensation	4,798	1,171	1,171	1,207
Liability Insurance	24,115	-	-	-
Overtime	60	8,000	8,000	8,000
Social Security	6,340	4,606	4,606	4,751
Standby	-	-	-	-
Special Pay	1,348	-	-	-
Certification Pay	42	624	624	778
Longevity Pay	2,905	1,682	1,682	1,930
Total Personnel Services	150,357	87,398	87,398	91,530

SUPPLIES

Office Supplies	-	200	200	-
Operating Supplies	-	5,000	5,000	5,000
Repairs & Maintenance - Internal	-	27,500	27,500	27,500
Misc. Supplies	-	5,000	5,000	27,500
Total Supplies	-	37,700	37,700	60,000

CONTRACTUAL SERVICES

Professional Services	5,070	25,555	25,555	50,555
Contractual Services	1,700,869	1,977,787	1,977,787	1,977,787
Utilities - Telephone	-	-	-	-
Utilities - Gas, Water, Electric	542	-	-	-
Printing	-	-	-	-
Advertising	-	-	-	-
Repairs and Maintenance - External	352,098	60,000	60,000	60,000
Liability Insurance	-	2,080	2,080	10,000
Travel	-	-	-	-
Sewer Surcharge	10,722	14,000	14,000	14,000
Total Contractual Services	2,069,301	2,079,422	2,079,422	2,112,342

CAPITAL OUTLAY

Improvements	-	-	-	474,382
Total Capital Outlay	-	-	-	474,382

TOTAL EXPENSES

\$ 2,219,658	\$ 2,204,520	\$ 2,204,520	\$ 2,738,254
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Sewer Capital

- Replace Sewer Mains
 - \$250,000
- Replace Sewer Mains on Wurzbach
 - \$224,382 (ARP)

Stormwater

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	87,043	-	-	-
Retirement Plan	16,073	-	-	-
Group Insurance	15,174	-	-	-
Overtime	19	-	-	-
Social Security	6,809	-	-	-
Car Allowance	312	-	-	-
Other Benefits	1,224	-	-	-
Special Pay	958	-	-	-
Certification Pay	24	-	-	-
Longevity Pay	1,773	-	-	-
Total Personnel Services	129,409	-	-	-
SUPPLIES				
Office Supplies	-	3,500	3,500	-
Operating Supplies	10,282	12,000	12,000	10,000
Repairs & Maintenance - Internal	214	10,000	10,000	10,000
Total Supplies	10,496	25,500	25,500	20,000
Contractual Services				
Professional Services	26,111	25,800	25,800	30,800
Contractual Services	25,526	109,500	109,500	56,500
Telephone	710			
Printing	2,077	3,000	3,000	3,000
Repairs and Maintenance - External	122,107	20,000	20,000	50,000
Travel	-	3,000	3,000	5,000
Membership, Dues & Licenses	-	200	200	300
Liability Insurance	-	2,079	2,079	10,000
Total Contractual Services	176,531	163,579	163,579	155,600
CAPITAL OUTLAY				
Vehicles	-	-	-	-
Improvements	-	633,167	-	-
Total Capital Outlay	-	633,167	-	-
TOTAL EXPENSES	\$ 316,436	\$ 822,246	\$ 189,079	\$ 175,600

Red Light Camera

Red Light Camera Budget Summary

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2021-2022	ESTIMATED 2022-2023	BUDGET 2023-2024
BEGINNING FUND BALANCE	\$600,453	\$919,759	\$919,759	\$881,186
Revenues				
Red Light Camera Fines	1,971,249	2,234,341	1,971,000	1,895,872
Red Light Camera Late Fees	191,485	200,000	200,000	200,000
Interest	-	3,000	35,000	25,000
Total Revenue	2,162,733	2,437,341	2,206,000	2,120,872
Other Funding Sources				
ARP Funds	-	3,007	-	-
Fund Balance	-	-	-	-
Total Other Funding Sources	-	3,007	-	-
TOTAL RESOURCES	\$ 2,763,186	\$ 3,360,107	\$ 3,125,759	\$ 3,002,058
Expenditures				
Personnel Services	942,545	887,000	887,000	940,485
Supplies	9,853	4,000	4,000	12,950
Contractual Services	891,029	901,000	901,000	940,997
Capital Outlay	-	-	-	505,738
Total Expenditures	1,843,427	1,792,000	1,792,000	2,400,170
Other Financing Uses				
Shared Personnel Services to GF-RLC	-	326,574	326,574	342,558
Transfer to Capital-Traffic Safety	-	126,000	126,000	-
Total Other Financing Uses	-	452,574	452,574	342,558
TOTAL EXPENDITURES	\$ 1,843,427	\$ 2,244,574	\$ 2,244,574	\$ 2,742,728
ENDING FUND BALANCE	\$ 919,759	\$ 1,115,534	\$ 881,186	\$ 259,330

Red Light Camera

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	368,995	404,186	404,186	415,024
Retirement Plan	67,132	82,397	82,397	89,204
Group Insurance	42,096	49,781	49,781	54,821
Worker Compensation	11,410	9,996	9,996	10,280
Unemployment Compensation	1,031	-	-	-
Overtime	2,301	-	-	-
Social Security	27,046	33,211	33,211	34,155
Clothing Allowance	1,547	4,200	4,200	5,700
Stand - By	-	6,240	6,240	6,240
Special Pay	12,176	-	-	-
Certification Pay	31	19,500	19,500	19,500
Longevity Pay	1,679	1,597	1,597	7,335
Shared Services General Fund	-	326,574	326,574	-
Total Personnel Services	535,444	937,682	937,682	642,258
SUPPLIES				
Office Supplies	1,165	1,500	1,500	150
Operating Supplies	-	2,500	2,500	3,000
Total Supplies	1,165	4,000	4,000	3,150
CONTRACTUAL SERVICES				
Professional Services	16,403	1,000	1,000	1,000
Contractual Services	859,123	900,000	900,000	886,000
Utilities - Telephone	-	-	-	-
Utilities - Gas, Water, Electric	-	-	-	-
Printing	-	-	-	-
Advertising	36	-	-	-
Repairs and Maintenance - External	-	-	-	-
Total Contractual Services	875,562	901,000	901,000	887,000
TOTAL EXPENDITURES	\$ 1,412,171	\$ 1,842,682	\$ 1,842,682	\$ 1,532,408

Traffic Safety

{Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
PERSONNEL SERVICES				
Salaries	274,438	175,083	175,083	179,547
Retirement Plan	53,266	38,502	38,502	41,602
Group Insurance	29,430	16,594	16,594	27,410
Worker Compensation	2,597	4,671	4,671	4,794
Overtime	3,555	18,000	18,000	18,000
Social Security	22,070	15,518	15,518	15,929
Clothing Allowance	2,018	2,100	2,100	3,000
Standby	3,600	3,120	3,120	3,120
Special Pay	13,960	650	650	-
Certification Pay	-	-	-	4,550
Longevity Pay	2,167	1,654	1,654	275
Total Personnel Services	407,101	275,891	275,891	298,227
SUPPLIES				
Office Supplies	-	-	-	300
Operating Supplies	693	-	-	9,000
Misc. Supplies	7,995	-	-	500
Total Supplies	8,688	-	-	9,800
CONTRACTUAL SERVICES				
Professional Services	102	-	-	1,000
Contractual Services	6,585	-	-	44,997
Utilities - Telephone	144	-	-	-
Repairs and Maintenance - Ex	8,636	-	-	8,000
Travel	-	-	-	-
Total Contractual Services	15,467	-	-	53,997
CAPITAL OUTLAY				
Vehicles	-	-	-	275,000
Other Machinery & Equipment	-	-	-	230,738
Total Capital Outlay	-	-	-	505,738
TOTAL EXPENDITURES	\$ 431,256	\$ 275,891	\$ 275,891	\$ 867,762

Traffic Safety Capital

- Command Vehicle
 - \$80,000
- Jaws of Life
 - \$61,000
- In-Car Camera Systems
 - \$149,738
- 3 Patrol Vehicles
 - \$195,000
- School Zone Motherboard
 - \$20,000

American Rescue Plan

American Rescue Plan Budget Summary {Section}.61.

	ACTUAL	BUDGET	ESTIMATED	BUDGET
	2021-2022	2022-2023	2022-2023	2023-2024
BEGINNING FUND BALANCE	\$ 1,524,627	\$ 2,519,238	\$ 2,519,238	\$ 554,382
Revenues				
ARP	1,527,460	-	-	-
Interest	5,251	-	50,000	-
Total Revenue	1,532,711	-	50,000	-
Other Funding Sources				
Fund Balance	-	-	-	-
Transfer from GF (Unused FY 2022)	-	356,902	356,902	-
Transfer from Water (Unused FY 2022)	-	25,680	25,680	-
Total Other Funding Sources	-	382,582	382,582	-
TOTAL RESOURCES	\$ 3,057,338	\$ 2,901,820	\$ 2,951,820	\$ 554,382
Expenditures				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Contractual Services	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	-	-	-	-
Other Financing Uses				
Transfers Out	538,100	217,134	-	554,382
Transfer to Capital	-	2,397,438	2,397,438	-
Total Other Financing Uses	538,100	2,614,572	2,397,438	554,382
TOTAL EXPENDITURES	\$ 538,100	\$ 2,614,572	\$ 2,397,438	\$ 554,382
ENDING FUND BALANCE	\$ 2,519,238	\$ 287,248	\$ 554,382	\$ -

American Rescue Plan Capital

- Ambulance
 - \$330,000
- Wurzbach Sewer Mains
 - \$224,382

Crime Control and Prevention District

Crime Control and Prevention Budget Overview

- Budget is Balanced
 - Operating Revenues - \$408,800
 - Operating Expenditures -\$352,711
- This Funds the Salary and Benefits for
 - 50% of the Assistant Police Chief
 - One Patrol Officer
 - One Investigations Sergeant

Crime Control and Prevention Budget Summary {Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
BEGINNING FUND BALANCE	\$294,506	\$466,681	\$466,681	\$503,206
Revenues				
Tax Revenue	362,977	363,000	363,000	403,800
Interest	2,050	500	10,000	5,000
Total Revenue	365,027	363,500	373,000	408,800
Other Funding Sources				
ARP Funds	-	3,591	-	-
Fund Balance	-	-	-	-
Total Other Funding Sources	-	3,591	-	-
TOTAL RESOURCES	\$ 659,533	\$ 833,772	\$ 839,681	\$ 912,006
Expenditures				
Personnel Services	192,825	253,229	253,229	261,960
Supplies	-	-	-	-
Contractual Services	27	10,100	10,100	10,100
Capital Outlay	-	-	-	-
Total Expenditures	192,852	263,329	263,329	272,060
Other Financing Uses				
Shared Personnel Services to GF	-	73,147	73,147	80,651
Total Other Financing Uses	-	73,147	73,147	80,651
TOTAL EXPENDITURES	\$ 192,852	\$ 336,476	\$ 336,476	\$ 352,711
ENDING FUND BALANCE	\$ 466,681	\$ 497,297	\$ 503,206	\$ 559,295

Crime Control and Prevention Expenditures

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	128,457	137,007	137,007	138,996
Retirement Plan	25,333	34,721	34,721	37,068
Group Insurance	12,417	16,594	16,594	18,274
Worker Compensation	3,008	4,212	4,212	4,272
Overtime	2,434	34,000	34,000	34,000
Social Security	10,632	13,995	13,995	14,193
Clothing Allowance	63	1,400	1,400	2,000
Standby	2,760	3,120	3,120	3,120
Special Pay	7,110	910	910	910
Certification Pay	-	6,500	6,500	6,500
Longevity Pay	612	770	770	2,627
Shared Services	-	73,147	73,147	-
Total Personnel Services	192,825	326,376	326,376	261,960
CONTRACTUAL SERVICES				
Professional Services	27	-	-	-
Contractual Services	-	10,100	10,100	10,100
Total Contractual Services	27	10,100	10,100	10,100
TOTAL EXPENDITURES	\$ 192,852	\$ 336,476	\$ 336,476	\$ 272,060

Community Center Fund

Community Center Budget Overview

- Budget is Balanced (with \$1,234 use of fund balance)
- Operating Revenues
 - \$155,454
- Operating Expenditures
 - \$156,688
- Capital
 - \$60,000

Community Center Budget Summary

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
BEGINNING FUND BALANCE	\$188,873	\$228,025	\$228,025	\$208,358
Revenues				
Hotel/Motel Taxes	84,186	70,000	70,000	84,000
Rental Fees	64,292	50,000	50,000	64,254
Interest	1,470	100	5,000	7,200
Miscellaneous	-	-	-	-
Total Revenue	149,948	120,100	125,000	155,454
Other Funding Sources				
ARP Funds	-	995	-	-
Fund Balance	-	23,572	-	-
Total Other Funding Sources	-	24,567	-	-
TOTAL RESOURCES	338,821	349,120	353,025	363,812
Expenditures				
Personnel Services	59,240	73,610	73,610	89,338
Supplies	1,003	7,500	7,500	8,000
Contractual Services	50,553	51,557	51,557	59,350
Capital Outlay	-	12,000	12,000	60,000
Total Expenditures	110,796	144,667	144,667	216,688
Other Financing Uses				
Transfer to Capital	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL EXPENDITURES	\$ 110,796	\$ 144,667	\$ 144,667	\$ 216,688
ENDING FUND BALANCE	\$ 228,025	\$ 204,453	\$ 208,358	\$ 147,124

Community Center Expenditures

{Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
PERSONNEL SERVICES				
Salaries	40,973	53,112	53,112	64,474
Retirement Plan	7,359	10,081	10,081	12,882
Group Insurance	6,320	6,223	6,223	6,853
Worker Compensation	1,233	94	94	114
Liability Insurance	80	-	-	-
Social Security	3,099	4,063	4,063	4,932
Special Pay	-	-	-	-
Longevity Pay	176	38	38	83
Total Personnel Services	59,240	73,610	73,610	89,338
SUPPLIES				
Office Supplies	130	500	500	1,000
Operating Supplies	873	2,000	2,000	2,000
Repairs & Maintenance - Internal	-	4,500	4,500	4,500
Misc. Supplies	-	500	500	500
Total Supplies	1,003	7,500	7,500	8,000
CONTRACTUAL SERVICES				
Professional Services	2,399	2,110	2,110	3,500
Contractual Services	6,574	3,200	3,200	3,200
Utilities - Telephone	10,474	9,000	9,000	14,800
Utilities - Gas, Water, Electric	22,791	28,000	28,000	28,000
Printing	-	200	200	200
Advertising	2,680	2,100	2,100	2,100
Repairs and Maintenance - External	4,001	2,000	2,000	2,000
Membership, Dues & Licenses	1,223	550	550	550
Liability Insurance	410	4,397	4,397	5,000
Total Contractual Services	50,553	51,557	51,557	59,350
CAPITAL OUTLAY				
Office Equipment	-	12,000	12,000	-
Improvements	-	-	-	60,000
Other Machinery & Equipment	-	-	-	-
Total Capital Outlay	-	12,000	12,000	60,000
TOTAL EXPENDITURES	\$ 110,796	\$ 144,667	\$ 144,667	\$ 216,688

Community Center Capital

- Conference Center Kitchen
 - \$60,000

Street Maintenance Tax Fund

Street Maintenance Budget Summary {Section}.61.

	ACTUAL 2021-2022	BUDGET 2022-2023	ESTIMATED 2022-2023	BUDGET 2023-2024
BEGINNING FUND BALANCE	\$1,359,760	\$1,245,523	\$1,245,523	\$525,192
Revenues				
Sales Taxes	816,051	799,000	798,000	798,000
Interest	6,722	4,000	36,000	30,000
Total Revenue	822,773	803,000	834,000	828,000
Other Funding Sources				
Transfer in-Water	272,399	-	-	-
Fund Balance	-	163,052	-	-
Total Other Funding Sources	272,399	163,052	-	-
TOTAL RESOURCES	\$ 2,454,932	\$ 2,048,523	\$ 2,079,523	\$ 1,353,192
Expenditures				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Contractual Services	1,209,409	966,052	1,554,331	720,000
Total Expenditures	1,209,409	966,052	1,554,331	720,000
TOTAL EXPENDITURES	\$ 1,209,409	\$ 966,052	\$ 1,554,331	\$ 720,000
ENDING FUND BALANCE	\$ 1,245,523	\$ 1,082,471	\$ 525,192	\$ 633,192

Special Revenue Funds

Special Revenue Funds

- Grant Fund
 - Revenue - \$2,856
 - Expenditures - \$5,000
 - Law Enforcement Officer Standards and Education (LEOSE) Funds Law Enforcement Training
- Building Security Fund –
 - Revenue - \$18,000
 - Expenditures -\$10,000
 - Court Bailiff

Special Revenue Funds

- Child Safety Fund
 - Revenue - \$14,200
 - Expenditures - \$5,953
 - School Crossing Guard Program
- Municipal Court Technology
 - Revenue - \$19,500
 - Expenditures - \$15,000
 - Court Technology Related Items
- Debt Service
 - Revenue - \$687,613
 - Expenditures - \$687,613

Special Revenue Funds

- Police Forfeiture
 - \$253,350
- Capital
 - Video Server
 - \$54,600
 - Copier
 - \$8,750
 - 2 Patrol Vehicles
 - \$130,000
 - Undercover Police Vehicle
 - \$60,000

Personnel

- Funds the Merit Pay System, which allows each employee a 2% merit increase on the anniversary date of their hire, if they qualify
- Funds longevity pay for all qualifying full-time City employees
 - Paid annually in November
- Does not include any Cost-of-Living Adjustment
- Includes funds for a full-time Library Aid position

Personnel

- The proposed budget includes funding for the City's Medical Insurance Program which provides medical, dental, vision and life insurance coverage
- The program provides medical insurance to employees at no cost
- Dependent insurance cost is paid for by the employee
- Funds the retirement at 19.86% effective January 1, 2024

Personnel

- Christmas Holidays – City is Closed
 - Friday, December 22 to Monday, January 1
 - **The City will Reopen Tuesday, January 2**
 - Does the Council want to add Juneteenth as a City holiday?

Items Not Included in the FY 2024 Budget

- No increase in personnel for first responders
- No funds for a contractor to maintain LC-17

Next Steps

{Section}.61.

- Public Hearing and Formal Adoption of the Budget
 - September 5, 2023
- Tax Rate Ordinance First Read
 - September 5, 2023
- Public Hearing and Formal Adoption of the Tax Rate
 - September 19, 2023

Proposed Budget Fiscal Year 2024

{Section}.61.

Crystal Caldera, PhD

City Council Meeting
August 15, 2023

2023 Property Tax Rate

Crystal Caldera
City Manager

City Council Meeting
August 15, 2023

Overview

- No-New-Revenue Tax Rate formerly known as the Effective Rate is generally equal to the total tax rate needed to raise the same amount of property tax revenue for the same properties in both the tax years

Overview

- Voter-Approval Tax Rate previously know as the Rollback Tax Rate provides the taxing unit with about the same amount of tax revenue it spent the previous year for day-to-day operations plus an extra 3.5% (previously 8%) increase for operations and sufficient funds to pay debts in the coming year
- Voter-Approval Tax Rate is the No-New-Revenue maintenance and operations tax rate times the 1.035 plus the current debt

Overview

- The 2022 adopted tax rate
 - \$0.484739
- The calculated 2023 No-new-revenue tax rate
 - \$.421076
- The calculated 2023 Voter-approved tax rate
 - \$0.500397
- The 2023 proposed tax rate
 - \$0.484739 (same tax rate as last year)

Overview

Proposed Tax Rates

{Section}.62.

	Tax Year 2022/Adopted	Tax Year 2023/Proposed	Difference
M&O	\$ 0.438304	\$ 0.433176	\$ (0.005128)
I&S	\$ 0.046435	\$ 0.051563	\$ 0.005128
TOTAL	\$ 0.484739	\$ 0.484739	\$ -

Overview

{Section}.62.

Original Taxable Value Before New Exemptions (\$0.484739)

<i>Average Home Value Increase</i>		
TY 2022	TY 2023	Increase
\$230,715	\$254,101	\$23,386
Average Tax Increase Due to Appraised Value Increase		
TY 2022	TY 2023	Increase
\$1,118.37	\$1,231.73	\$113.36

Overview

{Section}.62.

New Taxable Value and Tax After New Exemptions (\$0.484739)

<i>Average Home Value Decrease</i>		
TY 2022	TY 2023	Increase
\$230,715	\$204,675	(\$26,040)
Average Tax Decrease Due to Value Decrease		
TY 2022	TY 2023	Increase
\$1,118.37	\$992.14	(\$126.23)

Next Steps

- On September 19, 2023
- Hold a Public Hearing on the proposed tax rate
- Adopt the 2023 tax rate
- \$.484739, which is the same tax rate as last year

2023 Property Tax Rate

Crystal Caldera
City Manager

City Council Meeting
August 15, 2023

MAYOR AND COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and Council

FROM: Lisa Hernandez, Human Resources Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Discussion and Possible Action to Award the Fiscal Year 2024 Group Insurance Bid for Employee Medical, Dental and Life Insurances provided by Gallagher Benefit Services.

SPONSOR(S): N/A

PURPOSE

To identify health plans that would better serve the needs of the city and its employees and to control city costs, while continuing to provide quality benefits to employees. The City currently pays 100% of the employee-only premium under BLUE CROSS BLUE SHIELD of TEXAS basic health, dental, and Fort Dear Born Life insurances. Gallagher Benefits Services, the city's Insurance Broker, negotiated FY 2024 health insurance rates.

This M&C will authorize the City Manager to execute the contract for the FY 2024 Group Health, Dental & Life Insurances and to continue to provide reputable and comprehensive insurance coverage to the City employees. The contract will be for the period October 1, 2023, to September 30, 2024. The City's insurance broker, Gallagher Benefit Services, Inc. will serve as the City's liaison with the insurer selected by Council.

HEALTH INSURANCE Product Type	Current Base Plan BLUE PPO	Proposed Base Plan BLUE PPO
CYD	\$2,000	\$2,000
Max OOP	\$5,000	\$6,000
Preventative	100%	100%
Office Copays	\$30PCP/\$30 Spec	\$35PCP/\$70 Spec
Urgent Care	\$55	\$75
ER (Copay)	25% after \$100	40% after \$500
Prescription - Preferred	\$20/\$40/\$60	\$0/\$10/\$50/\$100
Premium		
EE Only	\$666.41	\$697.38
EE & Spouse	\$1,212.88	\$1,238.53
EE & Child	\$946.32	\$974.93
EE & Family	\$1,772.69	\$1,822.24

DENTAL INSURANCE	Current Base Plan	Renewal Base Plan
Product Type	BLUE	BLUE
CYD	\$50	\$50
Preventative	100%	100%
Basic- ER Exam, Root Canal	80%	80%
Major-Crowns Implants	50%	50%
Benefit Maximum	\$1,500	\$1,500
Premium		
EE Only	\$23.69	\$24.87
EE &Spouse	\$47.38	\$49.75
EE & Child	\$64.12	\$67.33
EE & Family	\$97.11	\$101.97

LIFE INSURANCE	Current Base Plan	Renewal Base Plan
Product Type	FDL	FDL
\$10,000 Basic / AD&D	\$1.30	\$1.30

FISCAL IMPACT

The total cost increase of 4.65% for the City’s group insurance benefits is budgeted in the FY 2024 budget.

RECOMMENDATION

To renew the benefits bid contract with Blue Cross Blue Shield for their MTBCP018 Blue Choice PPO Medical Plan, their DTNLM08 Blue Care Dental Low Plan, and the Dearborn Basic Life / AD&D Insurance Plans.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Group Benefits FY 2024

Regular City Council Meeting

August 15, 2023

Lisa Hernandez, HR Director

Purpose

- To review and award the bid for employee group benefits:
 - Medical
 - Dental Life
 - Life
- There is 4.65% increase from last year's rate

Medical Renewal

Base Plan

HEALTH INSURANCE Product Type	Current Base Plan BLUE PPO	Proposed Base Plan BLUE PPO
CYD	\$2,000	\$2,000
Max OOP	\$5,000	\$6,000
Preventative	100%	100%
Office Copays	\$30PCP/\$30 Spec	\$35PCP/\$70 Spec
Urgent Care	\$55	\$75
ER (Copay)	25% after \$100	40% after \$500
Prescription - Preferred	\$20/\$40/\$60	\$0/\$10/\$50/\$100
Premium		
EE Only	\$666.41	\$697.38
EE & Spouse	\$1,212.88	\$1,238.53
EE & Child	\$946.32	\$974.93
EE & Family	\$1,772.69	\$1,822.24

Dental & Life

DENTAL INSURANCE	Current Base Plan	Renewal Base Plan
Product Type	BLUE	BLUE
CYD	\$50	\$50
Preventative	100%	100%
Basic- ER Exam, Root Canal	80%	80%
Major-Crowns Implants	50%	50%
Benefit Maximum	\$1,500	\$1,500
Premium		
EE Only	\$23.69	\$24.87
EE & Spouse	\$47.38	\$49.75
EE & Child	\$64.12	\$67.33
EE & Family	\$97.11	\$101.97

LIFE INSURANCE	Current Base Plan	Renewal Base Plan
Product Type	FDL	FDL
\$10,000 Basic / AD&D	\$1.30	\$1.30

Other Benefits

- Employee Medical Buy-Up or Buy-Down plan options:
 - Buy-up decreases deductible to \$1,000
 - Buy-down increases deductible to \$7,000
 - City pays up to Base Plan Premium Rate (\$697.38) for Employee Only; Employee is responsible for difference above the base premium for either buy-option.
- Employee Dental Buy-Up (High) plan option.
 - City pays up to Base Plan Premium Rate (\$24.87) for Employee Only; Employee is responsible for difference above the base premium for high plan option.
- Vision Coverage at employee cost.
- Supplemental Critical Illness and Accident plans with Allstate at employee cost.
- Supplemental Term Life options with Dearborn above the Basic Life/AD&D Benefit at employee cost.

Fiscal Impact

- The City's group insurance benefits is budgeted in the FY 2023 budget.

Base Employer Cost	Current	Renewal
Health	\$666.41	\$697.38
Dental	\$23.69	\$24.87
Life	\$1.30	\$1.30
Total per Month per Emp	\$691.40	\$723.55
\$ Increase/(Decrease) from Last Year		\$32.15
% Increase/(Decrease) from Last Year		4.65%

Recommendations

- To renew benefits bid with Blue Cross Blue Shield for Insurance Plans:
 - Medical: MTBCP018 Blue Choice PPO Plan
 - Dental: DTNLM08 Blue Care Dental Low Plan
 - Life: Dearborn Basic / AD&D
- To provide employee optional buy plans for medical and dental insurance.

MAYOR AND COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and Council

FROM: Roque Salinas, Director of Economic Development

THROUGH: Dr. Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion, and Possible Action to Create a New Economic Development Program to Demolish and Clear Vacant Lot(s) for Redevelopment. - R. Salinas, Director of Economic Development.

SPONSOR(S): N/A

PURPOSE

Through this program, grants will be provided for the demolition of qualified and underutilized commercial properties.

FISCAL IMPACT

The fiscal impact will be determined by the number of grants awarded.

SEE LEON VALLEY

Social Equity – N/A

Economic Development – The City will 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 and including a town-centered design.

Environmental Stewardship – N/A

STRATEGIC GOALS

Revitalize declining commercial areas by creating, reviewing, and enforcing codes that impact Economic Development and Promote Leon Valley

RECOMMENDATION

APPROVED : _____ DISAPPROVED : _____

APPROVED WITH THE FOLLOWING AMENDMENTS :

ATTEST :

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Commercial Property Demolition and Lot Clearing Grant Program Policy

OVERVIEW

The City of Leon Valley is committed to sustaining the highest standard of development and quality of life for its citizens. Enhancement and expansion of the city's economy are critical elements of that sustainability. Economic development is highly competitive; thus, incentives are often necessary to attract, retain businesses, and generate investment in the community.

The Commercial Property Demolition and Lot Clearing Grant Program is intended to encourage redevelopment of blighted, underused, derelict, substandard, and vacant lot commercial properties in order to improve the economic and community vitality of commercial areas. Blighted properties significantly limit the potential for higher development standards on adjacent properties and negatively impact the overall economic growth of Leon Valley.

Through this program, grants will be provided for the demolition of qualified and underutilized commercial properties. This will help move these properties to the redevelopment market. The program will also provide grants to clear vacant property, if said property is developed for commercial and/or retail use. This program does not apply to residential properties or home-based businesses.

ELIGIBILITY CRITERIA

A commercial property owner may be eligible for assistance under this program for any commercial property. Demolition projects involving more than one parcel may be considered as separate projects for purposes of grant applications and awards, notwithstanding common ownership.

The property must meet all the following conditions:

1. The property must not be party in a legal suit or action naming the City of Leon Valley, Bexar County, State of Texas or any domestic jurisdiction.
2. The property must be free of any lien(s).
3. The property must not be part of any criminal or regulatory investigation by any agency.
4. The property must not be part of any civil inquiry.
5. The property must not have received a demolition grant in the last ten (10) years or has received any economic development funding in the last three (3) years from the City of Leon Valley for the same property.
6. The property must not be in foreclosure proceedings.
7. The property must not be listed under any protected designation that does not allow for demolition.
8. Grants will not be awarded to property owners whose demolition was approved and covered by insurance.

9. The Applicant shall have not received, nor will receive insurance monies for the revitalization project.

APPLICATION PROCESS

An application must be submitted in the approved format to the Economic Development Department by the property owner. If the property has multiple owners, all owners must sign the application. Staff will verify ownership information.

1. The Economic Development Director will review the application and provide approval or denial of application.
 - a. A denied application will be given a written response. The applicant can resubmit a modified version of the denied application within 30 days of written notice. All denied letters will be submitted to council.
 - b. If the council wishes to bring the application before the body, two (2) members must sponsor the application to be placed on the agenda.
2. The approved application, the proposed performance measures, and the recommendation of the Director will be placed on the City Council agenda for review. They will provide their recommendation for approval or denial. The City Council will have the final vote to either approve or deny the grant application.
3. The grant incentive will consist of a check(s) payment, based on an agreed reimbursement payment schedule entered between the City and the property owner.

PROGRAM REQUIREMENTS

The applicant must meet all the requirements. If the applicant fails to meet requirements, the City has the right to reimbursement for all economic and community development funding received, and any attorney's fees or costs incurred while seeking reimbursement.

1. The owner(s) shall include three estimates detailing the demolition costs or clearing work and scope of work.
2. The application shall describe the owner's plans for the property after the demolition takes place, as well as a project timeline with their application.
3. Applicants are to provide photographs of the project site as part of the application request and after the project is completed, as a condition of final grant funding.
4. Awards are **not** retroactive. The demolition grant must be approved before any demolition activity begins.
5. All applicable City regulations must be met. City approvals and permits must be obtained before the demolition commences.
6. Completion of demolition must occur within six months (6) of the grant approval.

7. After the demolition process is complete, supporting documentation (receipts, invoices, etc.) is required to be submitted to and approved by City Staff.
8. The owner must start the permitting process to develop within six months (6) after the completion of demolition. Exemptions and Extension must be granted by the City Council.
9. The owner must have erected a structure within twenty-four months (24) after the completion of demolition. Exemptions and Extension must be granted by the City Council.
10. A Leon Valley Economic & Community Development Grant sign must be displayed at the subject property during the demolition, construction and for a minimum of three (3) months after completion.
11. The owner must have a grand opening and invite city officials to the official ribbon cutting.
12. The applicant must certify that the applicant does not employ, nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States).
13. If sold, before re-development is completed, the City will be paid back 2.5 times the amount of the grant within 30 days of closing.
14. All applicants must enter into a separate performance agreement with the City. The terms will be determined by the applicant and the Director of Economic Development. This performance agreement must be approved by the City Council. Staff will look at different factors, including but not limited to:
 - a. sales tax generation by recipient, be direct or indirect;
 - b. number of potential new jobs generated;
 - c. type of new job generated;
 - d. increase in ad valorem value;
 - e. decrease the vacancy rate within the city limits;
 - f. capital improvements to the property;
 - g. appropriate business for the location;
 - h. zoning requirements;
 - i. increases the quality of life in the community.

PROGRAM PREFERENCE

Preferences will be given to applicants whose development has a significant increase in ad valorem tax, increase sales tax revenue, provide new jobs, and/or have other significant economic impact to the community.

FUNDING ALLOWANCE

The funding recommendation will be made by the Economic Development Director and must be approved by the council. Funding is limited to \$100,000 and subject to availability of economic development funds.

Tax abatement agreements can be considered in lieu of direct payment from the City.

Commercial Property Demolition and Lot Clearing Grant Program Policy

Roque Salinas, MPA

Director of Economic Development

8/15/2023

Summary

- The Commercial Property Demolition and Lot Clearing Grant Program is intended to encourage redevelopment of blighted, underused, derelict, substandard, and vacant lot commercial properties in order to improve the economic and community vitality of commercial areas. Blighted properties significantly limit the potential for higher development standards on adjacent properties and negatively impact the overall economic growth of Leon Valley.
- Through this program, grants will be provided for the demolition of qualified and underutilized commercial properties. This will help move these properties to the redevelopment market. The program will also provide grants to clear vacant property, if said property is developed for commercial and/or retail use. This program does not apply to residential properties or home-based businesses.

Options:

1. Approve moving forward
2. Denial moving forward
3. Make recommendations for changes to staff

ELIGIBILITY CRITERIA

- The property must meet all the following conditions:
 1. The property must not be party in a legal suit or action naming the City of Leon Valley, Bexar County, State of Texas or any domestic jurisdiction.
 2. The property must be free of any lien(s).
 3. The property must not be part of any criminal or regulatory investigation by any agency.
 4. The property must not be part of any civil inquiry.
 5. The property must not have received a demolition grant in the last ten (10) years or has received any economic development funding in the last three (3) years from the City of Leon Valley for the same property.
 6. The property must not be in foreclosure proceedings.
 7. The property must not be listed under any protected designation that does not allow for demolition.
 8. Grants will not be awarded to property owners whose demolition was approved and covered by insurance.
 9. The Applicant shall have not received, nor will receive insurance monies for the revitalization project.

APPLICATION PROCESS

- An application must be submitted in the approved format to the Economic Development Department by the property owner. If the property has multiple owners, all owners must sign the application. Staff will verify ownership information.
1. The Economic Development Director will review the application and provide approval or denial of application.
 1. A denied application will be given a written response. The applicant can resubmit a modified version of the denied application within 30 days of written notice. All denied letters will be submitted to council.
 2. If the council wishes to bring the application before the body, two (2) members must sponsor the application to be placed on the agenda.
 1. The approved application, the proposed performance measures, and the recommendation of the Director will be placed on the City Council agenda for review. They will provide their recommendation for approval or denial. The City Council will have the final vote to either approve or deny the grant application.
 2. The grant incentive will consist of a check(s) payment, based on an agreed reimbursement payment schedule entered between the City and the property owner.

Performance Agreement

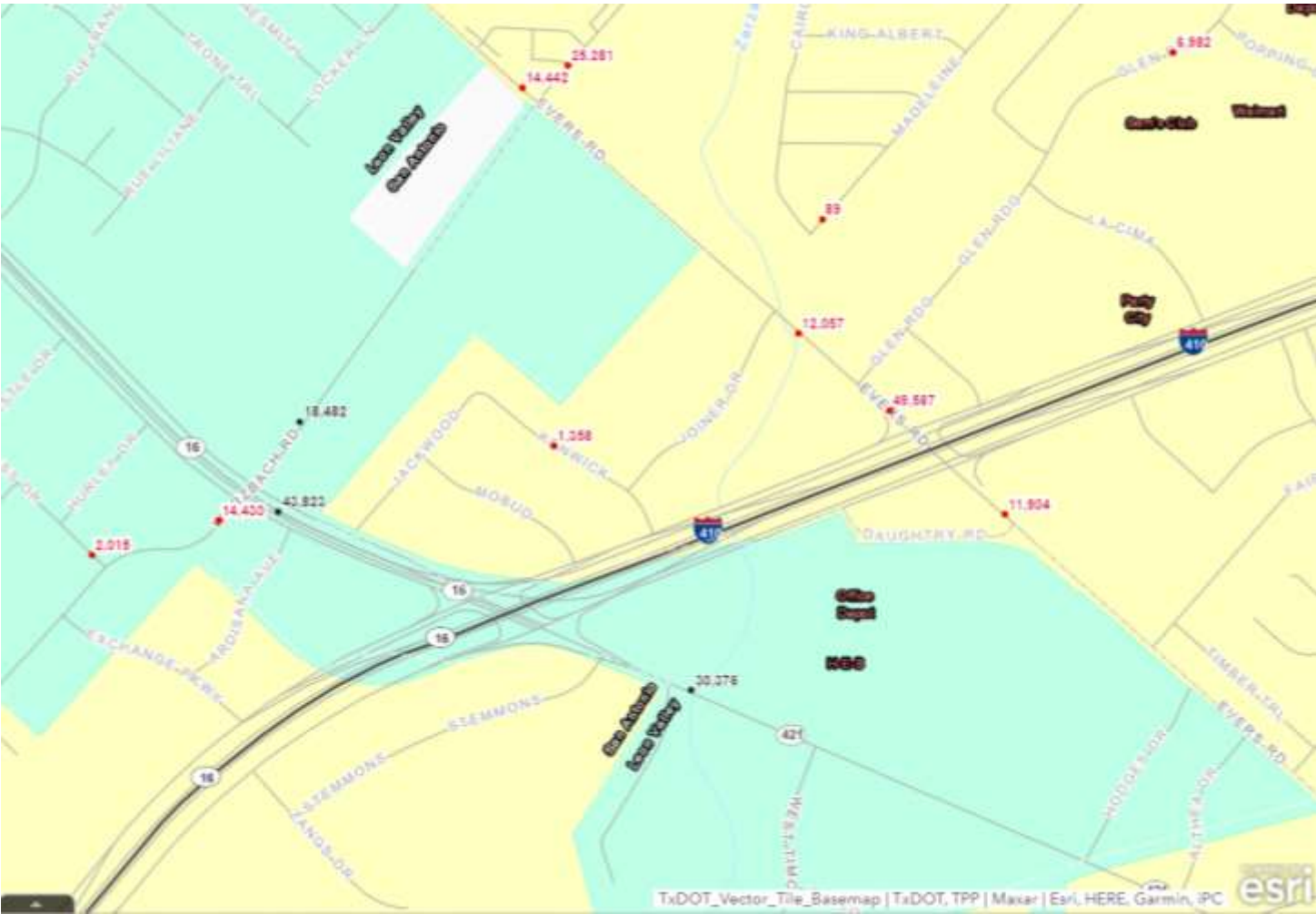
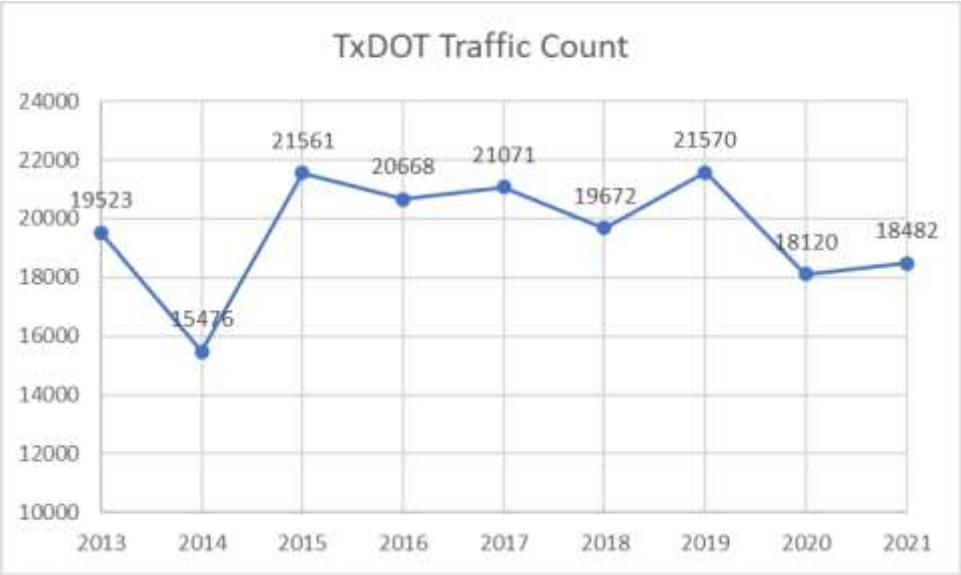
- All applicants must enter into a separate performance agreement with the City. The terms will be determined by the applicant and the Director of Economic Development. This performance agreement must be approved by the City Council.
- Preferences will be given to applicants whose development has a significant increase in ad valorem tax, increase sales tax revenue, provide new jobs, and/or have other significant economic impact to the community.
- Staff will look at different factors, including but not limited to:
 - sales tax generation by recipient, be direct or indirect;
 - number of potential new jobs generated;
 - type of new job generated;
 - increase in ad valorem value;
 - decrease the vacancy rate within the city limits;
 - capital improvements to the property;
 - appropriate business for the location;
 - zoning requirements;
 - increases the quality of life in the community.

Fiscal impact

- The fiscal impact will be determined by the number of grants awarded.
- Estimates for 5616 Bandera Road or Comfort Café were \$22,000. However, if a building has environmental issues, then the cost can increase significantly.
- 5616 Bandera Road costs were as high as \$70,000 with environmental issues.
- Staff is also open to tax abetment agreements in lieu of direct payment.
- Council will have the final approve for award.

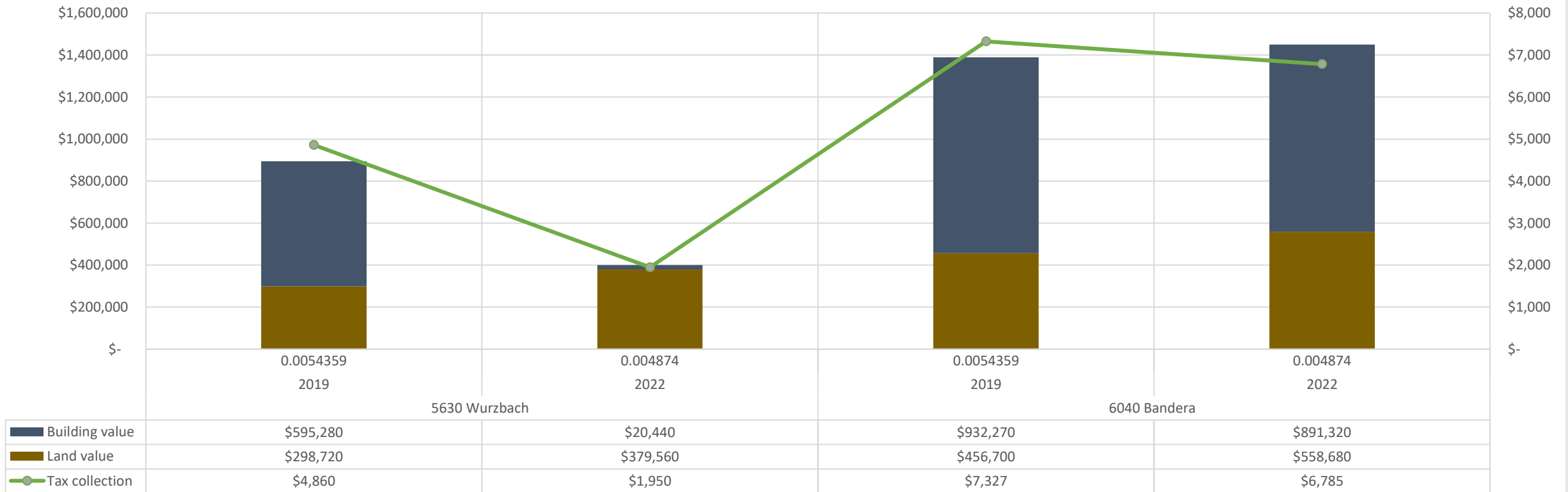
Example-
5630
Wurzbach
1664 sq





Property tax revenue loss

Property Value 5630 Wurzbach vs 6040 Bandera



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. 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 and including a town-centered design.

Environmental Stewardship:

- N/A



Strategic Goals

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

- Revitalize declining commercial areas by creating, reviewing, and enforcing codes that impact Economic Development
- Promote Leon Valley

Recommendation

- It is the recommendation of staff to approve the program in order to provide more tools to make Leon Valley a competitive designation for businesses to re-develop blighted, underused, derelict, substandard, and vacant commercial properties and to call Leon Valley home.
- At council discretion



**CITY OF LEON VALLEY
CITY COUNCIL REGULAR MEETING**
Leon Valley City Council Chambers
6400 El Verde Road, Leon Valley, TX 78238
Tuesday, August 01, 2023 at 6:30 PM

MINUTES

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

Citizens May E-Mail Public Comments To citizenstobeheard@leonvalleytexas.gov. 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
Mayor Pro Tem, Council Place 2 Josh Stevens
Council Place 3 Philip Campos
Council Place 4 Rey Orozco
Council Place 5 Will Bradshaw

EXCUSED

Council Place 1 Benny Martinez

Mayor Chris Riley called the meeting to order at 6:30 PM and announced that a quorum of City Council was present in Council Chambers.

Mayor Riley asked Councilor Rey Orozco to lead the Pledge of Allegiance.

2. Citizens to be Heard

Those who spoke at this time were: Vera "Ann" Sawyer (Leon Valley); Matt Hodde (Leon Valley); and Erick Matta (Leon Valley)

3. Presentations

1. **Paul Yura from the National Weather Service will present the City of Leon Valley with a Storm Ready Certification of Recognition.**

Paul Yura from the National Weather Service presented the City of Leon Valley with a Storm Ready Certification of Recognition.

2. **Presentation and Discussion to Consider Approval of Publication for Request Formal Proposal (RFP) for the Kinman House - R. Salinas, Director of Economic Development.**

Roque Salinas, Director of Economic Development presented a Proposed Request for Formal Proposal (RFP) for the Kinman House for City Council consideration and permission to proceed with publication.

A motion was made by Council Place 4 Rey Orozco to accept the proposed RFP as amended. The motion was seconded by Council Place 3 Philip Campos.

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

3. **Presentation, Discussion and Possible Direction on the Adopt a Spot program, R. Salinas, Director of Economic Development**

Roque Salinas, Director of Economic Development presented an update on the Adopt-a-Spot Program.

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.

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

5. 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.

1. **Upcoming Important Events:**

Regular City Council Meeting, Tuesday, August 15, 2023, at 6:30 PM, in City Council Chambers.

Special City Council Meeting (City Council – Manager Retreat), Thursday, August 10, 2023, at 5:30 PM, in the large Conference Room at City Hall.

City Offices and Municipal Court will be closed on Monday, September 04, 2023 in observance of Labor Day.

National Night Out, Tuesday, October 04, 2023. Deadline to register your event is Thursday, September 28, 2023. More information is located at <https://www.leonvalleytexas.gov/police/page/national-night-out>

Miscellaneous other events and announcements.

6. Consent Agenda

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

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

- 1. Discussion and Possible Action Approving of the Following City Council Minutes:**
 - a. July 18, 2023 Special City Council Meeting Minutes**
 - b. July 18, 2023 Regular City Council Meeting Minutes**
 - c. July 22, 2023 Coffee with the Mayor & City Council Minutes**
- 2. Discussion and Possible Action Accepting of the Following Board/Commission Minutes:**
 - a. 05-11-2023 Park Commission Meeting Minutes**
 - b. 06-27-2023 Planning & Zoning Commission Meeting Minutes**
- 3. Discussion and Possible Action Excusing Councilor Will Bradshaw from the July 18, 2023 Special and Regular City Council Meeting in Accordance with the City of Leon Valley Charter, Article III. - The City Council and Mayor - Mayor Chris Riley**
- 4. Discussion and Possible Action of an Ordinance Amending Ordinance 2022-51, Which Approved Various Budget Adjustments for FY 2022-23 Carry Over Projects, To Reallocate FY2022 Unused American Rescue Plan Funds Back to the ARP Fund and Budget for Additional Capital Expenditures (1st Read and Public Hearing was Held on 07/18/2023) - C. Goering, Finance Director**
- 5. Presentation and Discussion of an Ordinance Authorizing a Fiscal Year 2022-2023 General Fund Budget Adjustment in the amount of \$150,000 to the Economic Development Department to Provide Funding for the 0% Interest Business Loan Program (2nd Read, 1st read 7/18/2023) - R. Salinas, Director Of Economic Development**
- 6. Discussion and Possible Action on the Removal of a Planning & Zoning Member as requested by Council Member Benny Martinez and seconded by Council Member Rey Orozco**

7. **Discussion and Possible Action on the Appointment of Planning & Zoning Member - S. Passailaigue, City Secretary**
8. **Discussion and Possible Action on an Ordinance Amending Chapter 4, Business Regulations, Section 4.03 Alcoholic Beverages, by Adding 4.03.050 - Bring Your Own Beer (BYOB) Establishments (1st Read was Held on 7-18-2023) - R. Salinas, Director of Economic Development**
9. **Discussion and Possible Action Authorizing the City Council to Amend the Leon Valley Code of Ordinances, Chapter 4 Business Regulations, by Adding Section 4.13 Hours Of Operations (1st Read was Held on 7-18-2023) - R. Salinas, Director Of Economic Development**
10. **Discussion and Possible Action on an Ordinance Amending Article 1.06 Boards, Commissions and Committees Subsection 1.06.009 Economic and Community Development Advisory Committee (1st Read was Held 07-18-2023) - Dr. Caldera, City Manager**
11. **Presentation, Discussion, & Possible Action on a Resolution Authorizing the City Manager to Enter into an Interlocal Agreement for Installation of the School Zone Flashing Beacons for John Marshall High School - Dr. Caldera, City Manager**

7. Regular Agenda

1. **Presentation, Public Hearing, and Possible Action to Approve a Replat with Requested Variances, on an Approximately 0.854-acre Tract of Land, Being the North 133.20 Feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision - M. Teague, Planning and Zoning Director**

This item was moved to the September 05, 2023 Regular City Council Agenda.

2. **Presentation, Discussion and Possible Action on an Ordinance Authorizing the City Manager to enter into an agreement with Stephen Barscewski for Health Inspection Services (First Read as Required by the Charter)**

Crystal Caldera, City Manager presented an ordinance seeking City Council's authorization to enter into an agreement with Stephen Barscewski for Health Inspection Services for the City of Leon Valley.

This item will be presented at the next regular meeting for a second reading.

3. **Presentation, Discussion and Possible Action on an Ordinance Authorizing the City Manager to enter into an Agreement with BB Inspections for Building Inspections and plan review services (First Read as Required by the City Charter)**

Crystal Caldera, City Manager presented an ordinance seeking City Council's authorization to enter into an agreement with BB Inspections for Building Inspection Services for the City of Leon Valley.

This item will be presented at the next regular meeting for a second reading.

4. Presentation, Discussion, and Possible Action to Approve a Resolution Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Cleanview Resources, in the Amount of \$1.48 per Linear Foot, Not to Exceed \$250,000, for the 2023 Sewer Main CCTV and Cleaning Project - D. Dimaline, Assistant Public Works Director

David Dimaline, Assistant Public Works Director presented a resolution seeking City Council authorization to allow the city manager to enter into a contract with Cleanview Resources, in the amount of \$1.48 per linear foot, not to exceed \$250,000 for the 2023 Sewer Main CCTV and Cleaning Project.

A motion was made by Councilor Philip Campos to approve as presented. The motion was seconded by Councilor Rey Orozco.

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

5. Presentation and Discussion on Awarding a Bid and Authorizing the City Manager to Enter into a Contract with H.L. Zumwalt Construction, in the Amount of \$1,173,476.52, With \$176,021.48 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$551,100.00, for the Year 6 Street Maintenance Project (1st Read as Required by City Charter) - D. Dimaline, Assistant Public Works Director

David Dimaline, Assistant Public Works Director presented an ordinance seeking authorization from City Council to allow the city manager to enter into a contract with H. L. Zumwalt Construction, in an amount of \$1,173,476.52 with \$176,021.48 for contingency (15%), and to authorize a budget adjustment in the amount of \$551,100 for the Year-6 Street Maintenance Project.

This item will be brought back for a second reading on August 15, 2023.

6. Presentation and Discussion to Consider Awarding a Bid and Authorizing the City Manager to Enter into a Contract with The Levy Company, in the Amount of \$75,504.00, With \$11,326 for Contingency (15%), and Approving an Ordinance Authorizing a Budget Adjustment in the Amount of \$86,830, for the Huebner Road School Zone Project (1st Read as Required by City Charter) - D. Dimaline, Assistant Public Works Director

David Dimaline, Assistant Public Works Director presented an ordinance seeking authorization from City Council to allow the city manager to enter into a contract with The Levy Company in the amount of \$75,504, with \$11,326 for contingency, (15%), and for a budget adjustment in the amount of \$86,830 for the Huebner Road School Zone Project.

This item will be brought back for a second reading on August 15, 2023.

7. Presentation and Discussion to Consider Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Ram Utilities, in the Amount of \$249,250.60, With \$37,387.59 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$150,159.00, for the CDBG Wurzbach Rd Sewer Main Replacement Project Segment 1 (1st Read as Required by City Charter) - D. Dimaline, Assistant Public Works Director

David Dimaline, Assistant Public Works Director presented an ordinance seeking authorization from City Council to allow the city manager to enter into a contract with Ram Utilities, in the amount of \$249,250.60 with \$37,387.59 for contingency (15%); and to approve an ordinance authorizing a budget adjustment in the amount of \$150,159 for the CDBG Wurzbach Road Sewer Main Replacement Project Segment 1.

This item will be brought back for a second reading on August 15, 2023.

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

Councilor Will Bradshaw stated that he would like to appoint Michelle Rawls and Frank Gonzalez to the Citizens Police Advisory Committee.

A motion was made by Councilor Rey Orozco to appoint as presented. The motion was seconded by Councilor Philip Campos.

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

8. Citizens to be Heard

None

9. 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. Adjournment

Mayor Riley announced that the meeting adjourned at 7:52 PM

These minutes approved by the Leon Valley City Council on the 15th of August, 2023.

APPROVED

CHRIS RILEY
MAYOR

ATTEST: _____
SAUNDRA PASSAILAIGUE, TRMC
CITY SECRETARY

City of Leon Valley July 2023 Financial Report

Carol Goering
Finance Director

City Council Meeting
August 15, 2023

City of Leon Valley

Monthly Financial

July 2023

{Section}.92.

General Fund

Target Percentage 83.3%

REVENUE	FY 2023 BUDGET	FY 2023 Y-T-D ACTUAL		FY 2022 Y-T-D ACTUAL	
Ad Valorem	\$ 5,476,000	\$ 5,404,178	98.7%	\$ 5,235,193	92.4%
Sales Taxes	3,719,631	2,497,854	67.2%	2,122,207	68.7%
Franchise Taxes	911,798	706,144	77.4%	600,319	66.7%
Licenses, Permits, Fees & Fines	1,576,080	1,064,731	67.6%	1,150,973	-364.4%
Miscellaneous Revenue	650,516	709,887	109.1%	949,574	24.7%
Transfers In	2,080,594	2,267,183	109.0%	512,420	19.8%
Total Revenue	\$ 14,414,619	\$ 12,649,977	87.8%	\$ 10,570,686	70.1%

EXPENDITURES					
Municipal Court	\$ 419,050	\$ 315,116	75.2%	\$ 140,146	29.9%
Finance	407,845	339,848	83.3%	129,866	27.3%
Council & Manager	1,329,819	1,060,701	79.8%	738,429	43.0%
Information Technology	315,183	214,067	67.9%	-	-
Police	3,311,063	2,620,024	79.1%	2,093,200	56.4%
Traffic Safety Program	-	-	-	343,040	-109.6%
Red Light Cameras	-	-	-	30,097	-64.1%
Impound Lot	113,594	117,619	103.5%	5,269	-85.1%
Fire	3,623,269	2,707,578	74.7%	2,798,149	67.8%
Public Works	2,232,693	1,577,594	70.7%	1,158,678	45.4%
Planning and Zoning	515,533	294,178	57.1%	267,875	46.8%
Economic Development	292,549	189,672	64.8%	10,109	-76.7%
Special Events	140,350	124,641	88.8%	120,511	34.8%
Parks & Recreation	281,400	187,670	66.7%	246,506	12.2%
Library	572,648	350,472	61.2%	356,327	49.9%
Transfers Out	1,200,569	659,000	54.9%	-	-
Total Expenditures	\$ 14,755,565	\$ 10,758,179	72.9%	\$ 8,438,200	54.2%

City of Leon Valley

Monthly Financial

July 2023

{Section}.92.

Water/Sewer/Storm Water Fund

Target Percentage 83.3%

REVENUE	FY 2023 BUDGET	FY 2023 Y-T-D ACTUAL		FY 2022 Y-T-D ACTUAL	
Water Sales	\$ 2,007,300	\$ 1,571,942	64.9%	\$ 1,640,607	69.0%
Sewer Sales	2,486,600	2,025,754	81.5%	2,000,227	72.0%
Storm Water	589,288	372,149	63.2%	320,944	55.0%
Connection & Platting	-	-	-	-	-
Customer Fees	71,983	60,239	83.7%	61,226	95.5%
Tapping Fees	-	-	-	-	-
Miscellaneous Revenue	6,200	113,515	604.7%	738,089	30.6%
Total Revenue	\$ 5,161,371	\$ 4,143,598	80.3%	\$ 4,023,004	52.9%

EXPENDITURES

Business Office	\$ -	\$ -	-	\$ 713,121	74.7%
Water System	1,002,017	687,863	68.6%	2,226,046	62.6%
Sewer System	2,204,520	1,234,074	56.0%	1,821,246	69.5%
Storm Water	822,246	50,151	6.1%	270,101	14.0%
Other Sources/Uses	2,125,406	2,269,467	106.8%	-	-
Total Expenditures	\$ 6,154,189	\$ 4,241,555	68.9%	\$ 5,030,514	56.7%

City of Leon Valley Monthly Financial July 2023

{Section}.92.

Community Center Fund

Target Percentage 83.3%

REVENUE	FY 2023 BUDGET	FY 2023 Y-T-D ACTUAL		FY 2022 Y-T-D ACTUAL	
Hotel/Motel Taxes	\$ 70,000	\$ 42,522	60.7%	\$ 52,705	104.4%
RENTAL FEES					
Community Center	50,000	43,650	87.3%	39,469	773.9%
Conference Center	-	14,768	-	10,146	242.95
Interest Income	100	8,223	227.2%	341	341.4%
Transfers in	24,567	-	-	-	-
Total Revenue	\$ 144,667	\$ 109,163	75.5%	\$ 102,660	31.9%

EXPENDITURES

Personnel	\$ 73,610	\$ 63,918	86.8%	\$ 47,613	59.2%
Supplies	7,500	639	8.5%	543	27.1%
Contractual	51,557	27,711	53.7%	37,382	69.3%
Capital Outlay	12,000	-	-	-	-
Total Expenditures	\$ 144,667	\$ 92,268	63.8%	\$ 85,537	46.8%

City of Leon Valley

Monthly Financial

July 2023

Economic/Community Development

Target Percentage 83.3%

REVENUE	FY 2023 Budget	FY 2023 Y-T-D ACTUAL			FY 2022 Y-T-D Actual	
Sales Tax Revenues	\$ 399,000	\$ 275,099	68.9%		\$ 228,299	71.5%
Interest Income	5,500	15,669	284.9%		-	-
Total Revenues	\$ 404,500	\$ 290,768	71.9%		\$ 228,299	35.4%
EXPENDITURES						
Personnel	\$ 151,392	\$ 92,642	61.2%		\$ 134,564	61.5%
Supplies	13,275	8,230	62.0%		3,273	30.6%
Contractual	127,882	88,799	69.4%		96,281	92.7%
Total Expenditures	\$ 292,549	\$ 189,672	64.8%		\$ 234,118	60.9%

City of Leon Valley Monthly Financial July 2023

Impound Lot

Target Percentage 83.3%

REVENUE	FY 2023 Budget	FY 2023 Y-T-D ACTUAL		FY 2022 Y-T-D Actual	
Impound Lot Fees	\$ 60,000	\$ 84,590	141.0%	\$ 53,460	107.9%
Auctions	71,080	64,876	91.3%	39,571	95.2%
Total Revenues	\$ 131,080	\$ 149,466	114.0%	\$ 93,031	16.1%

EXPENDITURES

Personnel	\$ 102,194	\$ 110,600	108.2%	\$ 88,474	89.1%
Supplies	1,900	2,340	123.1%	790	79.0%
Contractual	9,500	4,680	49.3%	3,230	38.0%
Capital	-	-	-	-	-
Total Expenditures	\$ 113,594	\$ 117,619	103.5%	\$ 92,494	79.5%

City of Leon Valley Monthly Financial July 2023

{Section}.92.

Red Light Cameras (RLC)

Target Percentage 83.3%

REVENUE	FY 2023 Budget	FY 2023 Y-T-D ACTUAL		FY 2022 Y-T-D Actual	
Red Light Camera Fines	\$ 2,234,341	\$ 1,945,171	87.1%	\$ 1,384,560	73.7%
Late Fees/Court Costs	200,000	153,449	76.7%	141,249	91.1%
Interest Income	3,000	40,598	68.1%		-
Transfers in	3,007	-	-		-
Total Revenues	\$ 2,440,348	\$ 2,139,218	87.7%	\$ 1,525,808	164.8%

EXPENDITURES

Red Light Cameras

Personnel	\$ 611,108	\$ 492,397	80.6%	\$ 388,261	70.2%
Supplies	4,000	3,346	83.6%	-	
Contractual	901,000	657,005	72.9%	637,945	71.2%
Transfers	326,574.00	326,574	100.0%	-	-
Total Tier One	\$ 1,842,682	\$ 1,479,322	80.3%	\$ 1,026,206	47.1%

Traffic Safety

Personnel	\$ 275,892	\$ 181,829	65.9%	\$ 321,263	103.6%
Supplies	-	1,455	-	7,062	-
Contractual	-	-	-	14,715	-
Transfers	126,000	126,000	100.0%	-	-
Total Tier Two	\$ 401,892	\$ 309,284	77.0%	\$ 343,040	82.0%

City of Leon Valley July 2023 Financial Report

Carol Goering
Finance Director

City Council Meeting
August 15, 2023

City of Leon Valley
Investment Quarterly Report
Quarter Ending June 30, 2023

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

As of March 31, 2022

Beginning Book Value	\$ 20,287,509.00
Beginning Market Value	\$ 20,287,509.00
Unrealized Gain/(Loss)	\$ -
Weighted Average to Maturity	1 day

As of June 30, 2023

Beginning Book Value	\$ 21,654,246.93
Beginning Market Value	\$ 21,654,246.93
Unrealized Gain/(Loss)	\$ -
Weighted Average to Maturity	1 day



 Carol Goering, Finance Director



 Crystal Caldera, City Manager

City of Leon Valley
Investment Quarterly Report
Quarter Ending June 30, 2023

Fund	*Cash Frost	Investment TexPool	Total
Unassigned:			
General Fund	(704,162.22)	9,494,991.30	8,790,829.08
Water/Sewer/Stormwater	849,442.54	3,168,029.83	4,017,472.37
Restricted:			
Traffic Safety	771,736.93	458,362.00	1,230,098.93
ARP Funds	1,502,670.86	676,949.81	2,179,620.67
LEOSE Funds	9,123.55	-	9,123.55
Community Center	98,321.99	228,768.29	327,090.28
Debt Service	683,856.98	299,577.35	983,434.33
Street Maintenance	620,492.31	983,951.53	1,604,443.84
Crime Control District	153,780.23	351,625.00	505,405.23
Police Forfeiture Federal	146,091.03	191,861.81	337,952.84
Police Forfeiture State	-	11,001.48	11,001.48
MC Building Security	22,463.86	45,567.34	68,031.20
MC Technology	1,049.90	34,772.59	35,822.49
Child Safety	12,019.62	47,643.36	59,662.98
Capital Projects	1,494,257.66	-	1,494,257.66
	\$ 5,661,145	\$ 15,993,102	\$ 21,654,247

City of Leon Valley
Investment Quarterly Report
Quarter Ending June 30, 2023

Funds are invested as following:

Type of Investment	Yield	Book Value 3/31/2023	Market Value 3/31/2023	Book Value 06/30/2023	Market Value 06/30/2023	Percent of Total Portfolio
Cash - Bank Account						
Checking - Frost	0.01%	2,734,396	2,734,396	5,661,145	5,661,145	26%
Bank Total	0.01%	\$ 2,734,396	\$ 2,734,396	\$ 5,661,145	\$ 5,661,145	26%
Certificates of Deposit - CDs						
N/A	-	-	-	-	-	-
CD Total						
Investment Pools						
TexPool	0.04%	17,553,113	17,553,113	15,993,102	15,993,102	74%
Investment Pool Total	0.04%	\$ 17,553,113	\$ 17,553,113	\$ 15,993,102	\$ 15,993,102	74%
TOTAL PORTFOLIO	0.03%	\$ 20,287,509	\$ 20,287,509	\$ 21,654,247	\$ 21,654,247	100%

MAYOR AND COUNCIL COMMUNICATION

DATE: August 1, 2023

TO: Mayor and Council

FROM: Dr. Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion, and Possible Action on an Ordinance that Authorizes the City Manager to Enter into an Agreement with Stephen Barscewski for Health Inspection Services.

PURPOSE:

On July 18, 2023, the Council voted to allow the City manager to negotiate a contract with Stephen Barscewski for Health inspection services. The purpose of this item is the authorize a three-year agreement with Stephen Barscewski.

SEE LEON VALLEY

- Social Equity – Having a contractor Health Inspections ensures that residents, visitors, and staff are assured of on-time professional services
- Economic Development – Requesting RFP's ensures the citizens get the best service at the best value
- Environmental Stewardship – N/A

FISCAL IMPACT

The fees for services proposed by Barscewski are:

Health

Food Service Establishment	\$85.00
Retail Food Store	\$55.00
Temporary Food Booths	\$25.00
Certificate of Occupancy	\$85.00
Day-Care Facility - commercial	\$85.00
Foster/Custodial Care Facility - residential	\$55.00
Plan Review - commercial/residential	\$55.00
Semi-Public and Public Pool/Spa Comm	\$50.00
Add'l Pools/Spa Same Location Comm	\$45.00
Compliant Investigations	\$50.00
Training	\$50.00

Reinspection	\$50.00
Court Appearance per hour	\$50.00

Fees for these services are paid by the customer.

RECOMMENDATION

Staff recommends Approval

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
STEPHEN BARSCIEWSKI FOR HEALTH INSPECTIONS SERVICES**

WHEREAS, Stephen Barscewski agrees to provide Health Inspection services to the City;

WHEREAS, The City of Leon Valley is agreeing to a Three Year Agreement with Stephen Barscewski; and

WHEREAS, said agreement is attached as Exhibit A

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

SECTION 1. The execution of an agreement with Stephen Barscewski is hereby authorized.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

This Professional Services Agreement (the “Agreement”) between the City of Leon Valley, Texas, a Texas municipal corporation (hereinafter referred to as “City”), and Stephen J. Barscewski (hereinafter called “Contractor”), sometimes collectively referred to herein as the “Parties,” is for the purpose of procuring inspection services for the City.

RECITALS

WHEREAS, it is necessary that the City procure health inspection services to perform the functions and duties specified in the applicable sections of City ordinances; and

WHEREAS, City desires to engage the Contractor as the City's Health and Sanitation Inspector; and

WHEREAS, Contractor is an independent contractor and shall perform the services described herein on a contract basis and not as an employee; and

WHEREAS, Contractor shall conduct inspection on an “as needed” basis for the City;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I RESPONSIBILITIES AND OBLIGATIONS

1.1 Contractor's Responsibilities

(a) Contractor shall perform for the City those health and sanitation inspections and other related services as required to enforce the City's Chapter 12 "Health and Sanitation" and other related health and sanitation ordinances. In connection, the Contractor is hereby designated and authorized to perform and shall perform, the necessary services as Health and sanitation Officer of the City.

(b) Contractor shall perform plan review and approval on all new construction and remodeling of food establishments and other public health-related construction within the City.

(c) Contractor shall routinely inspect all food service establishments, public swimming pools, day-care facilities and other public places, and shall prepare and file with the City a report of each inspection.

(d) Risk Categories shall be assigned by the Health and Sanitation Officer for each establishment. The frequency of inspection for establishments categorized as Risk Factors 3 and 4 shall be two (2) times per year. The frequency of inspection for establishments categorized as Risk Factors 1 and 2 shall be one (1) time per year.

(e) Contractor shall investigate and take appropriate action as set forth in the above-referenced health ordinance and in accordance with applicable law regarding all health violations and nuisances within the City, including but not limited to:

- A. Potential and or reported food poisoning;
- B. Insects, rodents and other potential non-human sources of contamination;
and
- C. Garbage, trash and filth as deemed necessary.

(f) The frequency of inspections for complaints shall be based upon formal complaints received by the Leon Valley Planning and Zoning Department.

(g) Additional reinspection of establishments shall be made from time to time as conditions and requirements dictate.

(h) The Contractor shall obtain approval from the Director of the Planning and Zoning Department to conduct Food safety Training.

(i) Contractor shall notify Director of Planning and Zoning of all citations and scheduled court appearances prior to actual court date.

(j) Contractor shall collect, transport and maintain product samples for laboratory testing and or court actions, when necessary.

(k) The Contractor shall maintain written records and provide monthly and annual written reports stating inspections data such as the name of establishments, location, date of inspection, demerits received, risk factor, and type of inspection to the Director of Planning and Zoning concerning all activities, said shall be in a format mutually agreeable to City and Contractor.

(l) Contractor shall provide Director Planning and Zoning with an annual evaluation of the Leon Valley Food Establishments program by September 30th of every agreement. In addition, the Contractor shall make recommendations for revisions to the Leon Valley Health Sanitation Code, as required. Said report shall be in a format mutually agreeable to City and Contractor.

(m) The Contractor shall not sublet or assign any work under this Agreement except in case of unexpected or scheduled absence(s). The contractor shall provide the City with the name of a registered sanitarian who may temporarily perform the primary Contractor's duties.

(n) The contractor agrees to use the City's software program to upload reports.

(o) The Contractor agrees to provide a Registered Professional Sanitarian backup inspector if said contractor is not available.

1.2 Contractor's Obligations

(a) Contractor shall devote such time as reasonably necessary for the satisfactory performance of work under this Agreement and as described in Section 1.1 ("Services"). The Contractor shall:

- A. Perform the Services set forth in Subsection 1.1 above.
- B. Devote as much productive time, energy, and ability to the performance of his duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.
- C. Perform the Services in a safe, good and workmanlike manner using at all times adequate equipment in good working order.
- D. Communicate with the City about progress the Contractor has made in performing the Services.
- E. Supply all tools, equipment and supplies required to perform the Services, except if the Contractor's work must be performed on or with the City's equipment.

1.3 Confidential Information

(a) Contractor will perform services for City which may require City to disclose confidential and proprietary information to Contractor or which may require City to grant authorization to Contractor to make or enter financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature or description concerning matters affecting or relating to Contractor's services for the City, business operations of the City and/or, employee data, products, projects, drawings, plans, processes or other data of City. For financial and legal transactions, contractor shall obtain authorization from City prior to entering into such transactions. Contractor further agrees:

- A. to use reasonable network and data security to protect City.
- B. Not to reproduce confidential information or use the information for any purpose other than the performance of the work specified under Section 1.1 and 1.2.
- C. That upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment or material received from City created by or originating from his activities for City.
- D. City shall have the sole right to determine the treatment of any information that is part or project described under Section 1.1 and 1.2, including the right to keep information confidential and proprietary.

1.3 City's Responsibilities

(a) The City agrees to pay the Contractor for services rendered pursuant hereto the following:

Food Establishment Commercial	\$55.00
Food Service Establishment Commercial	\$85.00
Retail Food Store Commercial	\$55.00
Temporary Food Booths Commercial	\$30.00

Certificate of Occupancy Commercial	\$85.00
Day-Care Facility Commercial	\$85.00
Foster/Custodial Care Facility residential	\$55.00
Plan Review Commercial/residential	\$55.00
Semi-Public and Public Pool/ Spa Commercial	\$50.00
Additional Pools/Spa Same Location	\$45.00
Complaint Investigation Commercial/residential	\$50.00
Reinspection commercial/residential	\$50.00
Training	\$50.00
Court Appearances (hour)	\$50.00

(b) As compensation for services under this agreement, the Contractor shall be paid the above fees as services are rendered on a monthly basis. Contractor will not be compensated for holidays, vacation time, or benefits. Contractor is responsible for complying with reporting requirements for all local, state and federal taxes related to payments made to Contractor under this Agreement.

(c) All fees paid to Contractor by City shall be based on invoices submitted to City in writing by Contractor for work performed. While invoices shall be submitted monthly, Payment shall be due in accordance with the City's regular payment practices.

ARTICLE II TERM

The term of this Agreement shall be three (3) years commencing on the date this Agreement is signed by all parties and terminating in year three on the date signed by all parties.

ARTICLE III TERMINATION

3.1 Termination Without or Without Cause

(a) Notwithstanding anything in this Agreement to the contrary, City may terminate this Agreement for any reason subject to Section 3.2 and Section 6.17.

(b) Notwithstanding anything in this Agreement to the contrary, Contractor may terminate this Agreement for any reason subject to Section 3.2.

3.2 This agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party.

ARTICLE IV INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, 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 CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY NOTIFY CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF CONTRACTOR' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR' COST TO THE EXTENT REQUIRED BY THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR 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 CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY, FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND THEIR ELECTED 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.

THE CONTRACTOR SHALL ALSO INDEMNIFY CITY AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTIONS, SUITS AND LIABILITIES ARISING OUT OF THE CONTRACTOR' AND THE CONTRACTOR' GENERAL CONTRACTOR'S ACTIONS RELATED TO THE CONSTRUCTION OF THE IMPROVEMENTS.

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

ARTICLE V INSURANCE

5.1 The Contractor shall maintain, at its own cost and expense, such usual, customary, and appropriate insurance including workers compensation insurance protecting Contractor and City from all claims for damages to persons and to property which may arise from any operations under this Agreement, or any of its amendments. All policies other than workers compensation shall name the City as an additional insured include a blanket waiver of subrogation as to the City.

5.2 The failure of the Contractor at any time to provide the insurance required by Section 5.1 shall be considered a material breach of this Agreement for which the City shall be entitled to damages, including termination of the Agreement for uncured violations.

Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to rented Premise	\$1,000,000
	Personal & Adv Injury	\$1,000,000
	General Aggregate	\$1,000,000
	Errors and Omission	\$1,000,000

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement.

The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City and Contractor. The City Manager/or designated agent shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City of Leon Valley, Texas.

6.2 Mutual Assistance.

City and Contractor will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

6.3 Representations and Warranties.

The Parties mutually represent and warrant to each other that they have the requisite authority to enter into this Agreement. The Parties agree to be bound hereby in the manner exclusively provided herein.

6.4 Assignment.

Contractor shall not assign its rights, duties, or obligations under this Agreement without the prior approval of the City whose consent may be withheld for any reason.

6.5 Notice.

Any notice required or permitted to be delivered hereunder shall be deemed delivered by email provided by the contractor below, or actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

IF INTENDED FOR CITY:

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

WITH A REQUIRED COPY TO:

City Attorney's Office
City of Leon Valley
4201 Parmer Lane
Building C, Suite 150
Austin, Texas 78727
Attn: City Attorney

IF INTENDED FOR CONTRACTOR:

Stephen Barscewski

Either Party may designate a different address at any time upon written notice to the other

6.6 Governing Law.

The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Bexar County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment.

This Agreement may be amended by mutual written agreement of the Parties.

6.8 Legal Construction.

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.9 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

6.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement.

6.11 Recitals.

The recitals to this Agreement are incorporated herein as findings of fact.

6.12 Paragraph Headings.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.13 Counterparts.

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Exhibits.

Any Exhibits attached hereto are incorporated by reference for all purposes.

6.15 Appropriation.

The Leon Valley City Council (“Council”) has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unobligated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

6.16 Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.17 Opportunity for Cure.

Should Contractor default in the performance of this Agreement, same shall be considered an “Event of Default”. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have ten (10) calendar days after receipt of the written notice, in accordance with Section 6.5, to cure such default. If Contractor fails to cure the default within such ten (10) day cure period, City shall have the right, without further notice or adoption of an ordinance or resolution, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement.

EXECUTED the ____ day of _____, 2023.

CITY OF LEON VALLEY, a Texas municipal
corporation

By: _____
Crystal Caldera
City Manager

APPROVED AS TO FORM:

By: _____
Nicole Warren
City Attorney

BB INSPECTION SERVICES, LLC, a Texas
limited liability corporation

By: _____

Consider Awarding a Contract to Provide Health Inspections Services

City Council Meeting
August 1, 2023
Crystal Caldera, PhD

Summary

- Question
 - Should the City Council award a contract for health inspection to Stephen Barscewski
- Options
 - Award contract
 - Deny contract
 - Other
- Declarations
 - Staff recommends approval

Purpose

- On June 20, 2023, the City council requested the City Manager review the RFP and bring back the findings
- On July 18, 2023, the Council authorized the City manager to negotiate a contract with Stephen Barscewski for health inspection services.

Barscewski - Health Inspection

- Proposed fees w/General Liability Insurance:
 - Food Establishment commercial \$55.00
 - Food Service Establishment \$85.00
 - Retail Food Store \$55.00
 - Temporary Food Booths \$30.00
 - Certificate of Occupancy \$85.00
 - Day-Care Facility - commercial \$85.00
 - Foster/Custodial Care Facility - residential \$55.00
 - Plan Review - commercial/residential \$55.00

Barscewski - Health Inspection

- Proposed fees w/General Liability Insurance:
 - Semi-Public and Public Pool/Spa Comm \$50.00
 - Add'l Pools/Spa Same Location Comm \$45.00
 - Compliant Investigations \$50.00
 - Training \$50.00
 - Reinspection \$50.00
 - Court Appearance per hour \$50.00

Recommendation

- Staff recommends approval

S.E.E. Statement

Social Equity: Having a contractor for Building Plan Reviews and Inspections ensures that residents, visitors, and staff enjoy on time professional services

Economic Development: Requesting RFP's ensures the citizens get the best service at the best value

Environmental Stewardship: Inspections would assure contractors and owners follow the 2021 International Energy Code

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF BEXAR § **KNOW ALL MEN BY THESE PRESENTS:**

This Professional Services Agreement (the “Agreement”) between the City of Leon Valley, Texas, a Texas municipal corporation (hereinafter referred to as “City”), and BB Inspection Services, LLC, a Texas limited liability corporation (hereinafter called “Contractor”), sometimes collectively referred to herein as the “Parties,” is for the purpose of procuring inspection services for the City.

RECITALS

WHEREAS, it is necessary that the City procure inspection services to perform the functions and duties specified in the applicable sections of City ordinances; and

WHEREAS, City desires to engage Contractor as the City's Building Inspector; and

WHEREAS, Contractor is an independent contractor and shall perform the services described herein on a contract basis and not as an employee; and

WHEREAS, Contractor shall conduct inspection on an “as needed” basis for the City;

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I

RESPONSIBILITIES

1.1 Contractor's Responsibilities

(a) Contractor hereby agrees and acknowledges that it shall perform all City building inspections in compliance with the City's Code of Ordinances and any and all applicable state and federal laws.

(b) Contractor hereby agrees and acknowledges that City will not furnish the Contractor with a vehicle, tools, or an office, nor any employee benefits whatsoever to the Contractor, including retirement and health insurance.

(c) Contractor understands and agrees that inspections shall be performed within twenty-four (24) hours of notice from the City to perform such inspections.

(d) Contractor shall promptly prepare a report of an inspection performed by him and shall furnish such report to City within twenty-four hours of the time the inspection was performed.

(e) Contractor shall conduct himself in a professional manner when performing services for the City so as to protect the image and goodwill of the City when dealing with other and contractors.

(f) Contractor shall provide inspection services between the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise requested.

(g) Contractor shall provide his own transportation to conduct inspections.

(h) Contractor shall be responsible for maintaining dues, fees, and professional qualifications and associations.

(i) Contractor shall devote as much productive time, energy, and ability to the performance of his duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.

(j) Communicate with the City about progress the Contractor has made in performing the Services.

1.2 Confidential Information

(a) Contractor will perform services for City which may require City to disclose confidential and proprietary information to Contractor or which may require City to grant authorization to Contractor to make or enter financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature or description concerning matters affecting or relating to Contractor's services for the City, business operations of the City and/or, employee data, products, projects, drawings, plans, processes or other data of City. For financial and legal transactions, contractor shall obtain authorization from City prior to entering into such transactions. Contractor further agrees:

- A. to use reasonable network and data security to protect City.
- B. Not to reproduce confidential information or use the information for any purpose other than the performance of the work specified under Section 1.1 and 1.2.
- C. That upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment or material received from City created by or originating from his activities for City.
- D. City shall have the sole right to determine the treatment of any information that is part or project described under Section 1.1 and 1.2, including the right to keep information confidential and proprietary.

1.3 City's Responsibilities

(a) The City agrees to pay Contractor for services rendered pursuant hereto the following:

Residential Building Inspection	\$60.00
Commercial Building Inspection	\$60.00
Residential Plan Review	\$60.00
Commercial Plan Review (Hour)	\$95.00
Court Appearance (Hour)	\$95.00

(b) As compensation for services under this Agreement, the Contractor shall be paid the above fees as services are rendered on a monthly basis. Contractor will not be compensated for holidays, vacation time, or benefits. Contractor is responsible for complying with reporting requirements for all local, state and federal taxes related to payments made to Contractor under this Agreement.

(c) All fees paid to Contractor by City shall be based on invoices submitted to City in writing by Contractor for work performed. While invoices shall be submitted monthly, Payment shall be due in accordance with the City's regular payment practices.

ARTICLE II TERM

The term of this Agreement shall be three (3) years commencing on the date this Agreement is signed by all parties and terminating in year three on the date signed by all parties.

ARTICLE III TERMINATION

3.1 Termination With or Without Cause

(a) Notwithstanding anything in this Agreement to the contrary, City may terminate this Agreement for any reason subject to Section 3.2 and 6.17.

(b) Notwithstanding anything in this Agreement to the contrary, Contractor may terminate this Agreement for any reason subject to Section 3.2.

3.2 This Agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party.

**ARTICLE IV
INDEMNIFICATION**

CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, 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 CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY NOTIFY CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF CONTRACTOR' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR' COST TO THE EXTENT REQUIRED BY THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR 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 CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY, FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE; PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND THEIR ELECTED 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.

THE CONTRACTOR SHALL ALSO INDEMNIFY CITY AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTIONS, SUITS AND LIABILITIES ARISING OUT OF THE CONTRACTOR' AND THE CONTRACTOR' GENERAL CONTRACTOR'S ACTIONS RELATED TO THE CONSTRUCTION OF THE IMPROVEMENTS.

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

ARTICLE V INSURANCE

5.1 The Contractor shall maintain, at its own cost and expense, such usual, customary, and appropriate insurance including workers compensation insurance protecting Contractor and City from all claims for damages to persons and to property which may arise from any operations under this Agreement, or any of its amendments. All policies other than workers compensation shall name the City as an additional insured include a blanket waiver of subrogation as to the City.

5.2 The failure of the Contractor at any time to provide the insurance required by Section 5.1 shall be considered a material breach of this Agreement for which the City shall be entitled to damages, including termination of the Agreement for uncured violations.

Commercial General Liability	Each Occurrence	\$2,000,000
	Damage to rented Premise	\$1,000,000
	Personal & Adv Injury	\$2,000,000
	General Aggregate	\$4,000,000
	Errors and Omission	\$1,000,000

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement.

The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City and Contractor. The City Manager or its designated agent shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City of Leon Valley, Texas.

6.2 Mutual Assistance.

City and Contractor will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

6.3 Representations and Warranties.

The Parties mutually represent and warrant to each other that they have the requisite authority to enter into this Agreement. The Parties agree to be bound hereby in the manner exclusively provided herein.

6.4 Assignment.

Contractor shall not assign its rights, duties, or obligations under this Agreement without the prior approval of the City whose consent may be withheld for any reason.

6.5 Notice.

Any notice required or permitted to be delivered hereunder shall be deemed delivered by email provided by the contractor below, or actual delivery, facsimile with receipt confirmation, or by depositing the same in the United States Mail, postage prepaid and certified with return receipt requested, addressed to the Party at the address set forth below:

IF INTENDED FOR CITY:

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

WITH A REQUIRED COPY TO:

City Attorney's Office
4201 W. Parmer Lane
Building C, Suite 150
Austin, Texas 78727
Attn: City Attorney

IF INTENDED FOR CONTRACTOR:

BB Inspection Services, LLC

Either Party may designate a different address at any time upon written notice to the other party.

6.6 Governing Law.

The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Bexar County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment.

This Agreement may be amended by mutual written agreement of the Parties.

6.8 Legal Construction.

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.9 Interpretation.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

6.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement.

6.11 Recitals.

The recitals to this Agreement are incorporated herein as findings of fact.

6.12 Paragraph Headings.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.13 Counterparts.

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Exhibits.

Any Exhibits attached hereto are incorporated by reference for all purposes.

6.15 Appropriation.

The Leon Valley City Council (“Council”) has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unobligated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

6.16 Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.17 Opportunity for Cure.

Should Contractor default in the performance of this Agreement, same shall be considered an “Event of Default”. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have ten (10) calendar days after receipt of the written notice, in accordance with Section 6.5, to cure such default. If Contractor fails to cure the default within such ten (10) day cure period, City shall have the right, without further notice or adoption of an ordinance or resolution, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement.

EXECUTED the _____ day of _____, 2023.

CITY OF LEON VALLEY, a Texas municipal
corporation

By: _____
Crystal Caldera
City Manager

APPROVED AS TO FORM:

By: _____
Nicole Warren
City Attorney

BB INSPECTION SERVICES, LLC, a Texas
limited liability corporation

By:

**AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BB
INSPECTIONS FOR BUILDING INSPECTIONS AND PLAN REVIEW**

WHEREAS, BB Inspections agrees to provide Building Inspection and Plan Review services to the City;

WHEREAS, The City of Leon Valley is agreeing to a Three Year Agreement with BB Inspections; and

WHEREAS, said agreement is attached as Exhibit A

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

SECTION 1. The execution of an agreement with BB Inspections, is hereby authorized.

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

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

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

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

MAYOR AND COUNCIL COMMUNICATION

DATE: August 1, 2023

TO: Mayor and Council

FROM: Dr. Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion, and Possible Action on an Ordinance to Authorize the City Manager to Enter into an Agreement with BB Inspections for Building Inspections and Plan Review Services.

PURPOSE:

On July 18, 2023, the City Council authorized the City manager to negotiate a contract with BB Inspections for building inspections and plan review services. The purpose of this item is to authorize a 3-year agreement with BB Inspections.

SEE LEON VALLEY

- Social Equity – Having a contractor for Building Plan Reviews and Inspections ensures that residents, visitors, and staff are assured of on-time professional services
- Economic Development – Requesting RFP’s ensures the citizens get the best service at the best value
- Environmental Stewardship – Inspections would assure contractors and owners follow the 2021 International Energy Code

FISCAL IMPACT

The fees for services proposed by BB Inspections are:

Building

Residential Inspection	\$60/Inspection per trade
Commercial Inspection	\$60/Inspection per trade
Residential Plan Review	\$60 per review
Commercial Plan Review	\$95 per hour

Fees for these services are paid by the customer.

RECOMMENDATION

The Staff recommends approval.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Consider Awarding a Contract to Provide Building Plan Review/Inspection

City Council Meeting

August 1 , 2023

Dr. Crystal Caldera, City Manager

Summary

- Question
 - Should the City Council enter into a 3 year agreement with BB Inspections for building inspection, plan review
- Options
 - Award contract
 - Deny contract
 - Other
- Declaration
 - It is recommended that the City Council award a contract to BB Inspections for these services

Purpose

- On June 20, 2023, the City council requested the City Manager review the RFP and bring back the findings
- On July 18, 2023 the Council voted to allow the City Manager to enter into negotiations with BB Inspections for building inspections and plan review services

Recommendation

- Staff recommends approval

S.E.E. Statement

Social Equity: Having a contractor for Building Plan Reviews and Inspections ensures that residents, visitors, and staff enjoy on time professional services

Economic Development: Requesting RFP's ensures the citizens get the best service at the best value

Environmental Stewardship: Inspections would assure contractors and owners follow the 2021 International Energy Code

MAYOR AND COUNCIL COMMUNICATION**DATE:** August 15, 2023**TO:** Mayor and Council**FROM:** David Dimaline, Assistant Public Works Director**THROUGH:** Crystal Caldera, City Manager**SUBJECT:** Presentation and Discussion to Consider Accepting a Bid and Authorizing the City Manager to Enter into a Contract with Ram Utilities, in the Amount of \$249,250.60, With \$37,387.59 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$150,159.00, for the CDBG Wurzbach Rd Sewer Main Replacement Project Segment 1.**SPONSOR(S):** None**PURPOSE**

The purpose of this Ordinance is to award a bid, authorize the City Manager to enter into a contract with Ram Utilities in an amount of \$249,250.60, with \$37,387.59 for contingency (15%), and to approve an Ordinance authorizing a budget adjustment in the amount of \$150,159 for the Wurzbach Rd Sewer Main Replacement Project Segment 1.

The project includes installing 783 linear feet of PVC SDR-26 sewer main via open cut, 2 new standard manholes and 1 new drop manhole, between the Hidden Meadows apartments and the Ancira Body shop on Wurzbach Road. A total of seven companies submitted bids for this project:

Name	Bid
Ram Utilities	\$ 249,250.60
Atlas Construction	\$ 276,932.47
Bravo Excavation	\$ 290,436.18
R.L. Jones	\$ 305,826.00
Pronto Sandblasting	\$ 321,092.00
EZ Bel Construction	\$ 433,112.43
Sovrex	\$ 500,270.00

The Engineer's Opinion of Probable Cost was \$427,152.00.

Fiscal Impact

Engineering	\$ 73,470.00
Project Cost:	\$249,250.60
Contingency (15%)	\$ 37,387.59
Total	\$360,108.19

Sewer line item	\$209,949.50
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Budget Adjustment	\$150,158.69
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CDBG Grant	\$250,311.00
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Final City Cost	\$109,797.19
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As of 9/30/22, the Enterprise Fund Balance was \$1,785,915.00

S.E.E Statement

Social Equity – Preventing sewer spills adds to the general quality of life for all citizens.

Economic Development – The preventative maintenance of our sewer mains assures enough capacity for both businesses and residents.

Environmental Stewardship – Assuring our sewer mains are in good condition prevents accidental sewage spills, which protects our creeks and rivers.

Recommendation

Staff recommends approval.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

AN ORDINANCE OF THE CITY OF LEON VALLEY, TEXAS CITY COUNCIL AUTHORIZING A FISCAL YEAR 2022-2023 ENTERPRISE FUND BUDGET ADJUSTMENT IN THE AMOUNT OF \$150,159.00 TO THE WATER SYSTEM BUDGET FOR THE PURPOSE OF FUNDING THE 2023 CDBG WURZBACH ROAD SEWER MAIN REPLACEMENT PROJECT SEGMENT 1; PROVIDING FOR REPEALER, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is responsible for the maintenance of its sewer mains and budgets annually for sewer main street projects; and

WHEREAS, the City Council has been awarded a grant for a sewer main project that will replace a dilapidated sewer main that serves residents and businesses along Wurzbach Road; and

WHEREAS, the City of Leon Valley obtained estimates from qualified contractors that specialize in sewer main replacement projects to perform this work; and

WHEREAS, it is necessary to adjust the Enterprise Fund Budget in the amount of \$150,159.00 in order to pay for such replacement;

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

SECTION 1. The City's Enterprise Fund budget is hereby adjusted in the amount of \$150,159.00 to pay for the CDBG Wurzbach Road Sewer Main Replacement Project Segment 1 for FY 2022-23.

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Leon Valley this the 15th day of August, 2023.

APPROVED

CHRIS RILEY

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC

City Secretary

APPROVED AS TO FORM:

NICOLE WARREN

City Attorney

CDBG Wurzbach Rd Sewer Main Replacement Project Segment 1 Award Bid – Approve Budget Adjustment

City Council Meeting

David Dimaline

Assistant Public Works Director

August 15, 2023

Purpose

- To award a bid, authorizing the City Manager to enter into a contract with Ram Utilities in an amount of \$249,250.60, with \$37,387.59 for contingency (15%), and
- Approve an Ordinance authorizing a budget adjustment in the amount of \$150,159 for the Wurzbach Rd Sewer Main Replacement Project Segment 1

Purpose

- The project includes installing 783 linear feet of PVC SDR-26 sewer main via open cut, 2 new standard manholes and 1 new drop manhole, between the Hidden Meadows apartments and the Ancira Body shop on Wurzbach Road

Purpose

- A total of seven companies submitted bids for this project:

Name	Bid
Ram Utilities	\$ 249,250.60
Atlas Construction	\$ 276,932.47
Bravo Excavation	\$ 290,436.18
R.L. Jones	\$ 305,826.00
Pronto Sandblasting	\$ 321,092.00
EZ Bel Construction	\$ 433,112.43
Sovrex	\$ 500,270.00

- Engineer's Opinion of Probable Cost \$427,152.00

Fiscal Impact

Item	Cost
Engineering	\$73,470.00
Construction Cost	\$249,250.60
Contingency	\$37,387.59
Total	\$360,108.19
Sewer Funds in Capital	\$209,949.50
Budget Adjustment needed	\$150,158.69
Bexar County CDBG reimbursement	\$250,311.00
City Cost	\$109,797.19
Enterprise Fund Balance (9/30/22)	\$1,785,915.00

Recommendation

- Award a bid and authorize the City Manager to enter into a contract with Ram Utilities in the amount of \$249,250.60, with \$37,387.59 for contingency (15%), and
- Approve an Ordinance authorizing a budget adjustment in the amount of \$150,159 for the Wurzbach Rd Sewer Main Replacement Project Segment 1

MAYOR AND COUNCIL COMMUNICATION**DATE:** August 15, 2023**TO:** Mayor and Council**FROM:** David Dimaline, Assistant Public Works Director**THROUGH:** Crystal Caldera, City Manager

SUBJECT: Presentation and Discussion to Consider Accepting a Bid and Authorizing the City Manager to Enter into a Contract with H.L. Zumwalt Construction, in the Amount of \$1,173,476.52, With \$176,021.48 for Contingency (15%), and to Approve an Ordinance Authorizing a Budget Adjustment in the Amount of \$551,100.00, for the Year 6 Street Maintenance Project.

SPONSOR(S): None**Purpose**

The purpose of this Ordinance is to award a bid, authorize the City Manager to enter into a contract with H.L. Zumwalt Construction, Inc. in the amount of \$1,173,476.52, with \$176,021.48 for contingency (15%), and to approve an Ordinance authorizing a budget adjustment in the amount of \$551,100 for the Year 6 Street Maintenance Project.

The Year 6 Street Maintenance Project includes the mill and overlay of Forest Ledge, Stable Drive, Pacer Trail, a portion of El Verde Road, Seneca Drive (Bandera to Evers Rd), Poss Road (between Bandera and Grissom), Timco West Drive (between Bandera and the city limits), and to construct sidewalks at alleys in Linkwood.

A total of seven companies submitted bids for this project:

Name	Base Bid	Alt 1	Alt 2	Alt 3	Totals
H.L. Zumwalt	\$ 575,740.02	\$ 91,820.60	\$ 392,857.90	\$ 113,058.00	\$ 1,173,476.52
Clark Construction	\$ 538,923.30	\$ 100,101.78	\$ 425,783.05	\$ 140,999.60	\$ 1,205,807.73
RDC Paving	\$ 598,980.84	\$ 161,607.76	\$ 429,707.53	\$ 180,465.65	\$ 1,370,761.78
BK Paving LLC	\$ 660,042.43	\$ 140,360.15	\$ 476,642.36	\$ 166,617.56	\$ 1,443,662.50
J & P Paving	\$ 694,314.06	\$ 163,416.24	\$ 546,237.11	\$ 180,503.10	\$ 1,584,470.51
R.L. Jones LP	\$ 851,751.05	\$ 152,739.80	\$ 584,952.25	\$ 187,142.00	\$ 1,776,585.10
Alamo City Constructors	\$ 1,025,416.00	\$ 216,788.00	\$ 915,480.00	\$ 279,388.00	\$ 2,437,072.00

The Engineer's Opinion of Probable Cost was \$1,320,822.16.

Fiscal Impact

Engineering	\$ 95,400.00
Project Cost:	\$1,173,476.52
Contingency (15%)	\$ 176,021.48
Total	\$1,444,898.00 *

Street Maintenance	\$ 798,398.00
Budget Adjustment	\$ 551,100.00

* The engineering fees have already been paid.

As of 9/30/22, the Street Maintenance Fund balance was \$1,245,523. The fund brings in approximately \$600,000 - \$800,000 per year from sales tax revenues.

S.E.E Statement

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

Economic Development – The preventative maintenance of our streets makes it easy for business customers to get to their destination and makes the city more aesthetically pleasing, which could help retain and/or attract businesses.

Environmental Stewardship – The roadway company recycles all millings from their work, which keeps unnecessary construction spoils and debris out of our landfills.

Recommendation

Staff recommends approval.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

AN ORDINANCE OF THE CITY OF LEON VALLEY, TEXAS CITY COUNCIL AUTHORIZING A FISCAL YEAR 2022-2023 STREET MAINTENANCE FUND BUDGET ADJUSTMENT IN THE AMOUNT OF \$551,100.00 TO THE STREET MAINTENANCE BUDGET FOR THE PURPOSE OF FUNDING THE YEAR 6 STREET MAINTENANCE PROJECT; PROVIDING FOR REPEALER, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is responsible for the maintenance of its streets and budgets annually for street maintenance projects; and

WHEREAS, the 2022-2023 Street Maintenance Project included three collector/commercial streets that are in great need of repair; and

WHEREAS, the City of Leon Valley obtained estimates from qualified contractors that specialize in street maintenance projects to perform this work; and

WHEREAS, it is necessary to adjust the Street Maintenance Fund Budget in the amount of \$551,100 in order to pay for such maintenance;

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

SECTION 1. The City's General Fund budget is hereby adjusted in the amount of \$551,100.00 to pay for the Year 6 Street Maintenance Project for FY 2022-23.

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Leon Valley this the 15th day of August, 2023.

APPROVED

CHRIS RILEY

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC

City Secretary

APPROVED AS TO FORM:

NICOLE WARREN

City Attorney

Year 6 Street Maintenance Project Award Bid – Approve Budget Adjustment

City Council Meeting

David Dimaline

Assistant Public Works Director

August 15, 2023

Purpose

- To award a bid, authorizing the City Manager to enter into a contract with H.L. Zumwalt Construction, Inc. in the amount of \$1,173,476.52, with \$176,021.48 for contingency (15%), and
- To approve an Ordinance authorizing a budget adjustment in the amount of \$551,100 for the Year 6 Street Maintenance Project

Purpose

- The Year 6 Street Maintenance Project includes the mill and overlay of
 - Forest Ledge, Stable Drive, Pacer Trail, a portion of El Verde Road, Seneca Drive (Bandera to Evers Rd), Poss Road (between Bandera and Grissom), Timco West Drive (between Bandera and the city limits), and
- To construct sidewalks at alleys in Linkwood

Purpose

- A total of seven companies submitted bids for this project:

Name	Base Bid	Alt 1	Alt 2	Alt 3	Totals
H.L. Zumwalt	\$ 575,740.02	\$ 91,820.60	\$ 392,857.90	\$ 113,058.00	\$ 1,173,476.52
Clark Construction	\$ 538,923.30	\$ 100,101.78	\$ 425,783.05	\$ 140,999.60	\$ 1,205,807.73
RDC Paving	\$ 598,980.84	\$ 161,607.76	\$ 429,707.53	\$ 180,465.65	\$ 1,370,761.78
BK Paving LLC	\$ 660,042.43	\$ 140,360.15	\$ 476,642.36	\$ 166,617.56	\$ 1,443,662.50
J & P Paving	\$ 694,314.06	\$ 163,416.24	\$ 546,237.11	\$ 180,503.10	\$ 1,584,470.51
R.L. Jones LP	\$ 851,751.05	\$ 152,739.80	\$ 584,952.25	\$ 187,142.00	\$ 1,776,585.10
Alamo City Constructors	\$ 1,025,416.00	\$ 216,788.00	\$ 915,480.00	\$ 279,388.00	\$ 2,437,072.00

- Engineer's Opinion of Probable Cost was \$1,320,822.16

Fiscal Impact

- Engineering \$ 95,400.00
- Project Cost: \$1,173,476.52
- Contingency (15%) \$ 176,021.48
- Total \$1,444,898.00 *
- Street Maintenance \$ 798,398.00
- Budget Adjustment **\$ 551,100.00**
 - * Engineering has already been paid
 - As of 9/30/22, the Street Maintenance Fund balance was \$1,245,523
 - The fund brings in approximately \$600,000 - \$800,000 per year from sales tax revenues

Recommendation

- Staff recommends:
 - Awarding a bid and authorizing the City Manager to enter into a contract with H.L. Zumwalt in the amount of 1,173,476.52, with \$176,021.48 for contingency (15%)
 - Approving an Ordinance authorizing a budget adjustment in the amount of \$551,100 for the Year 6 Street Maintenance Project

MAYOR AND COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and Council

FROM: David Dimaline, Assistant Public Works Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation and Discussion to Consider Awarding a Bid and Authorizing the City Manager to Enter into a Contract with The Levy Company, in the Amount of \$75,504.00, With \$11,326 for Contingency (15%), and Approving an Ordinance Authorizing a Budget in the Amount of \$86,830, for the Huebner Road School Zone Project.

SPONSOR(S): None

PURPOSE

The purpose of this Ordinance is to consider awarding a bid and authorizing the City Manager to enter into a contract with The Levy Company, in the amount of \$75,504.00, with \$11,326 for Contingency (15%), and approving an Ordinance authorizing a budget adjustment from the Traffic Safety Fund in the amount of \$86,830, for the Huebner Road School Zone Project.

The project includes the installation of school zone appurtenances for the newly approved school zone on Huebner Road. This will allow safer access to John Marshall High School for high schoolers to get from the Canterfield neighborhood across Huebner Road to the school. The City Engineer's Opinion of Probable Cost was \$110,000. A total of two companies submitted bids for this project:

Name	Bid
The Levy Company	\$ 75,504.00
EZ Bel	\$ 75,690.20

Fiscal Impact

Project Cost:	\$75,504
Contingency (15%)	\$11,326
Total	\$86,830
Budget Adjustment	\$86,830

Funding would come from the Traffic Safety Fund, the balance of which will be \$304,000.

S.E.E Statement

Social Equity –Provides for the safety of children and adults.

Economic Development – The school zone will slow traffic, which may encourage motorists to view the city more closely, which may encourage relocation.

Environmental Stewardship – A school zone may reduce pedestrian injuries, which reduces the need for medical equipment and supplies, which results in less biomedical waste in our landfills.

Recommendation

Staff recommends approval.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

AN ORDINANCE OF THE CITY OF LEON VALLEY, TEXAS CITY COUNCIL AUTHORIZING A FISCAL YEAR 2022-2023 TRAFFIC SAFETY FUND BUDGET ADJUSTMENT IN THE AMOUNT OF \$86,830.00 TO THE PUBLIC WORKS BUDGET FOR THE PURPOSE OF FUNDING THE HUEBNER ROAD SCHOOL ZONE IMPROVEMENTS PROJECT; PROVIDING FOR REPEALER, SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is responsible for the maintenance of its streets and budgets annually for street projects; and

WHEREAS, the City Council has requested improvements to the newly designated school zone on Huebner Road; and

WHEREAS, the City of Leon Valley obtained estimates from qualified contractors that specialize in school zone improvements to perform this work; and

WHEREAS, it is necessary to adjust the Public Works Fund Budget in the amount of \$86,830.00 in order to pay for such maintenance;

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

SECTION 1. The City's General Fund budget is hereby adjusted in the amount of \$86,830.00 to pay for the Huebner Road School Zone Improvements Project for FY 2022-23.

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Leon Valley this the 15th day of August, 2023.

APPROVED

CHRIS RILEY

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC

City Secretary

APPROVED AS TO FORM:

NICOLE WARREN

City Attorney

Huebner Road School Zone Improvements Award Bid – Approve Budget Adjustment

City Council Meeting

David Dimaline

Assistant Public Works Director

August 15, 2023

Purpose

- To award a bid, authorizing the City Manager to enter into a contract with The Levy Company, in the amount of \$75,504.00, with \$11,326 for Contingency (15%), and
- Approve an Ordinance Authorizing a Budget in the amount of \$86,830, for the Huebner Road School Zone Project

Purpose

- The project includes the installation of school zone appurtenances for the newly approved school zone on Huebner Road
- This will allow safer access to John Marshall High School for high schoolers to get from the Canterfield neighborhood across Huebner Road to the school

Purpose

- A total of two companies submitted bids for this project:

Name	Bid
The Levy Company	\$ 75,504.00
EZ Bel	\$ 75,690.20

- Engineer's Opinion of Probable Cost \$110,000

Fiscal Impact

- Engineering \$19,500 (pd from PW)
- Project Cost: \$75,504
- Contingency (15%) \$11,326
- Total \$106,330

- Budget Adjustment **\$86,830**

- Funding would come from the Traffic Safety Fund, which will have a balance of \$304,000

Recommendation

- Staff recommends:
 - Awarding a bid and authorizing the City Manager to enter into a contract with The Levy Company, in the amount of \$75,504.00, with \$11,326 for Contingency (15%), and
 - Approve an Ordinance Authorizing a Budget in the amount of \$86,830, for the Huebner Road School Zone Project

MAYOR AND CITY COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and City Council

FROM: Mindy Teague, Planning and Zoning Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion, and Possible Action to Consider Approval of a Request by Spirit Halloween for a Variance to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.013 Temporary signs, (b), to Display a Temporary Sign for Longer Than Allowed by the Code, Located at 6808 Huebner Rd

SPONSOR(S): N/A

PURPOSE

The purpose of this item is to consider approval of a variance request by Aetna Sign Group for Spirit Halloween to be allowed to display a temporary sign for longer than the code allows, located at 6808 Huebner Rd.

The Leon Valley Code of Ordinances, Chapter 3 Building Regulations, Article 3.04 Signs, Sec. 3.04.013 Temporary signs, (b) states:

“(b) Each business may be allowed a total of one temporary sign per six-month period for a time period of up to 30 days. A permit is required and must be obtained each time a sign is displayed. A seasonal business may apply for a variance to display temporary signs for up to 120 days in lieu of 30 days per quarter.”

They are requesting to display the sign from August through November (90 days). The Code also states:

“Sec. 3.04.008 - Variances and appeals

(a) Persons wishing to erect signs not in conformance with this article or any person aggrieved by any decision of the city in the administration of this article may appeal such decision to the city council. The city council shall only hear and decide the following:

(1) An appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this article; or

(2) A request for variance(s) from the strict enforcement of the requirements of this article due to special conditions wherein a literal enforcement of this article would result in unnecessary hardship, and so that the spirit of this article is observed, and substantial justice is done.

SEE LEON VALLEY

Social Equity: Allowing the variance to advertise the seasonal business promotes participation with the city and creates positive relationships.

Economic Development: The seasonal business will increase sales tax revenue.

Environmental Stewardship: The sign can be used every year, reducing waste in landfills.

FISCAL IMPACT:

The applicant has paid all fees associated with this request. The applicant will be able to entice more customers with a large visual sign advertising their product, which will increase sales tax.

STRATEGIC GOALS

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

RECOMMENDATION

After careful review, staff recommends approval of this request

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Temporary Sign Variance Request Spirit Halloween 6808 Huebner

City Council Meeting

August 15, 2023

Mindy Teague

Planning & Zoning Director

Purpose

- To consider approval of a request for a variance by applicant Aetna Sign Group for Spirit Halloween, located at 6808 Huebner Rd
- Variance is to Chapter 3 Building Regulations, Article 3.04 Signs, Section 3.04.013 Temporary signs, (b), which states:
 - “Each business may be allowed a total of one temporary sign per six-month period for a time period of up to 30 days. A permit is required and must be obtained each time a sign is displayed. A seasonal business may apply for a variance to display temporary signs for up to 120 days in lieu of 30 days per quarter.”
- They are requesting to display the sign from August through November (90 days)

City Code

- Code addresses variances:
- Persons wishing to erect signs not in conformance with this article or any person aggrieved by any decision of the city in the administration of this article may appeal such decision to the city council. The city council shall only hear and decide the following:
 - (1) An appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this article; or
 - (2) A request for variance(s) from the strict enforcement of the requirements of this article due to special conditions wherein a literal enforcement of this article would result in unnecessary hardship, and so that the spirit of this article is observed, and substantial justice is done

Proposed Sign

{Section}.99.



BANNER

SCALE: 1/2" = 1'-0"

X SQ. FT.

REMOVE & DISCARD EXISTING "TUESDAY MORNING" CHANNEL LETTERS

ONE (1) REQUIRED - MFG. & INSTALL

WHITE BANNER W/ INKJET PRINT

GROMMETS EVENLY SPACED AROUND PERIMETER

HEMMED EDGES



EXISTING

SCALE: 1/16" = 1'-0"



PROPOSED

SCALE: 1/16" = 1'-0"

Fiscal Impact

{Section}.99.

- The applicant has paid all fees associated with this request
- The applicant will be able to entice more customers with a large visual sign advertising their product, which will increase sales tax

Recommendation

{Section}.99.

- The Code specifically allows variances for this type of sign
- Staff has no objection to the request

S.E.E. Statement

{Section}.99.

- Social Equity - Allowing the variance to advertise the seasonal business promotes participation with the City and creates positive relationships
- Economic Development – The seasonal business will increase sales tax revenue
- Environmental Stewardship – The sign can be used every year, reducing waste in landfills

RESOLUTION NO. 23-0__R

**A RESOLUTION OF THE CITY OF LEON VALLEY, TX., CITY COUNCIL
APPOINTING AN ALTERNATE TO THE LEON VALLEY PLANNING & ZONING
COMMISSION.**

**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 to the **Planning & Zoning Commission as
3rd Alternate** with a term expiring June 30, 2025:

Ruth Fernandez – 3rd Alternate

**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 the Leon Valley Planning &
Zoning Commission and that the term become effective immediately.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Leon Valley
on this the 15th day of August, 2023.

APPROVED

CHRIS RILEY
MAYOR

Attest: _____
SAUNDRA PASSAILAGUE, TRMC
City Secretary

Approved as to Form: _____
NICOLE WARREN
City Attorney

MAYOR AND CITY COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and City Council

FROM: Mindy Teague, Planning and Zoning Director

THROUGH: Crystal Caldera, City Manager

SUBJECT: Presentation and Discussion to Consider Approval of a Replat, With Requested Variances, on an Approximately 0.854-acre Tract of Land, Being the North 133.20 Feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision, Located on Huebner Road between Hoofs and Evers roads.

SPONSOR(S): N/A

PURPOSE

The purpose of this item is to consider approval of a replat with requested variances on an approximately 0.854-acre tract of land, being the north 133.20 feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision.

The property owners wish to construct duplexes on the property.

The property owner is requesting variances to connect to water and sewer mains and construct required sidewalks at the time of construction, and to replat only a portion of Lot 7. Per the City Engineer the replat meets all other city requirements. Replatting is required prior to any construction.

A total of 17 letters were sent to property owners within 200' of this request. As of this writing:

- 0 Letters in favor
- 0 Letters received in opposition.
- 0 Letters returned undeliverable.

SEE LEON VALLEY

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

Economic Development: A platted lot is typically more valuable than a non-platted lot in a municipality.

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

FISCAL IMPACT:

The applicant has paid all fees associated with replatting.

STRATEGIC GOALS

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

RECOMMENDATION

At their July 25, 2023 meeting, the Planning and Zoning Commission recommended approval of this replat and the variance requests.

APPROVED: _____ DISAPPROVED: _____

APPROVED WITH THE FOLLOWING AMENDMENTS:

ATTEST:

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Replat PZ-2023-07 7680 Huebner Road

Mindy Teague
Planning and Zoning Director
City Council Meeting
August 15, 2023

Summary

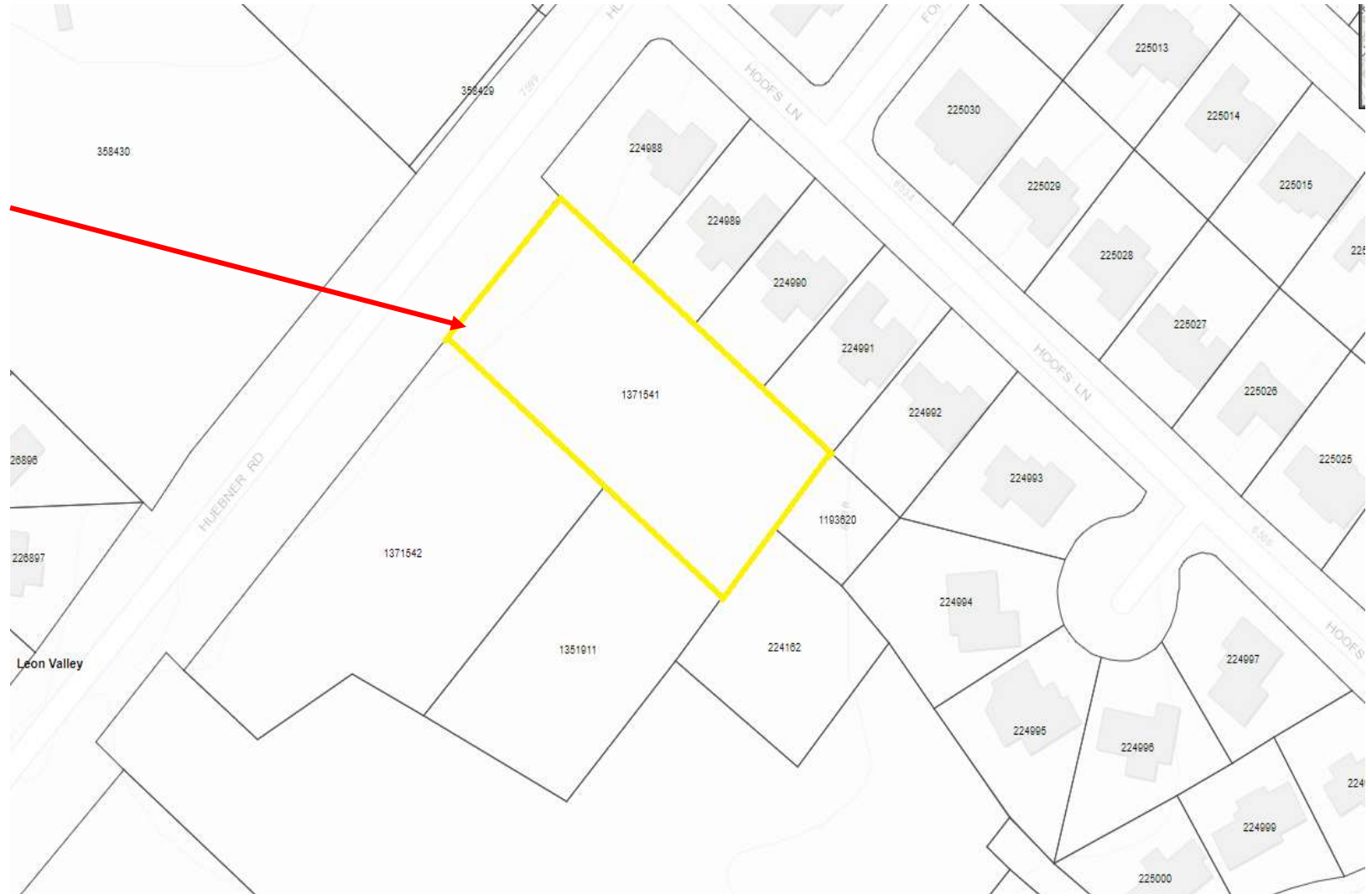
- Question
 - The Council is being asked to approve a replat with requested variances on an approximately 0.854-acre tract of land, being the north 133.20 feet of Lot 7, CB 4445L, Dirt V-Murchison-Huebner Subdivision
 - Located on Huebner Road between Hoofs and Evers Road, adjacent to the silos
- Options
 1. Approval
 2. Denial

Background

- The property owners wish to construct duplexes on the property
- The property is requesting variances to connect to water and sewer mains and required sidewalks at the time of construction and to replat a only a portion of Lot 7
- Per the City Engineer the replat meets all other city requirements
- Platting is required prior to any construction

BCAD Map

Property



Aerial View



{Section}.101.

OWNER'S DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

SWORN TO AND AND SUBSCRIBED BEFORE ME THIS TH
____ DAY OF _____, A.D. 20____

NOTARY PUBLIC, BEXAR COUNTY, TEXAS



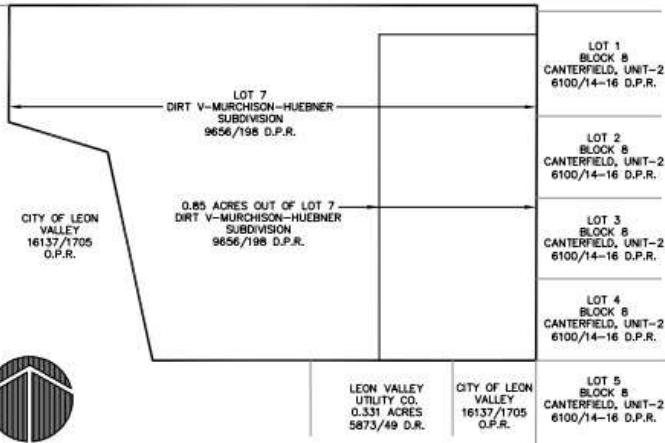
SCALE: 1" = 40'

2' CONTOUR INTERVAL

LEGEND

- CALCULATED POINT
 (NO MOVEMENT SET)
 ○ FND. 1/2" STEEL REBAR
 (UNLESS NOTED OTHERWISE)
 O.P.R. OFFICIAL PUBLIC RECORDS OF
 BEXAR COUNTY, TEXAS
 D.R. DEED RECORDS OF
 BEXAR COUNTY, TEXAS
 D.P.R. DEED & PLAT RECORDS OF
 BEXAR COUNTY, TEXAS
 18334/1678 VOLUME/PAGE
 C.M. CONTROLLING MONUMENT
 G.E.T.V.E. GAS, ELECTRIC, TELEPHONE,
 & CABLE T.V. EASEMENT
 TELE. TELEPHONE EASEMENT
 B.S.L. BUILDING SETBACK LINE
 — 636 — EXISTING CONTOUR

HUEBNER ROAD
(VARIABLE WIDTH R.O.W.)



AREA BEING REPLATTED

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOT 7, C.B. 4445L, OF THE DIRT V-MURCHISON-HUEBNER SUBDIVISION AS RECORDED IN VOLUME 9656, PAGE 198, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR #5315

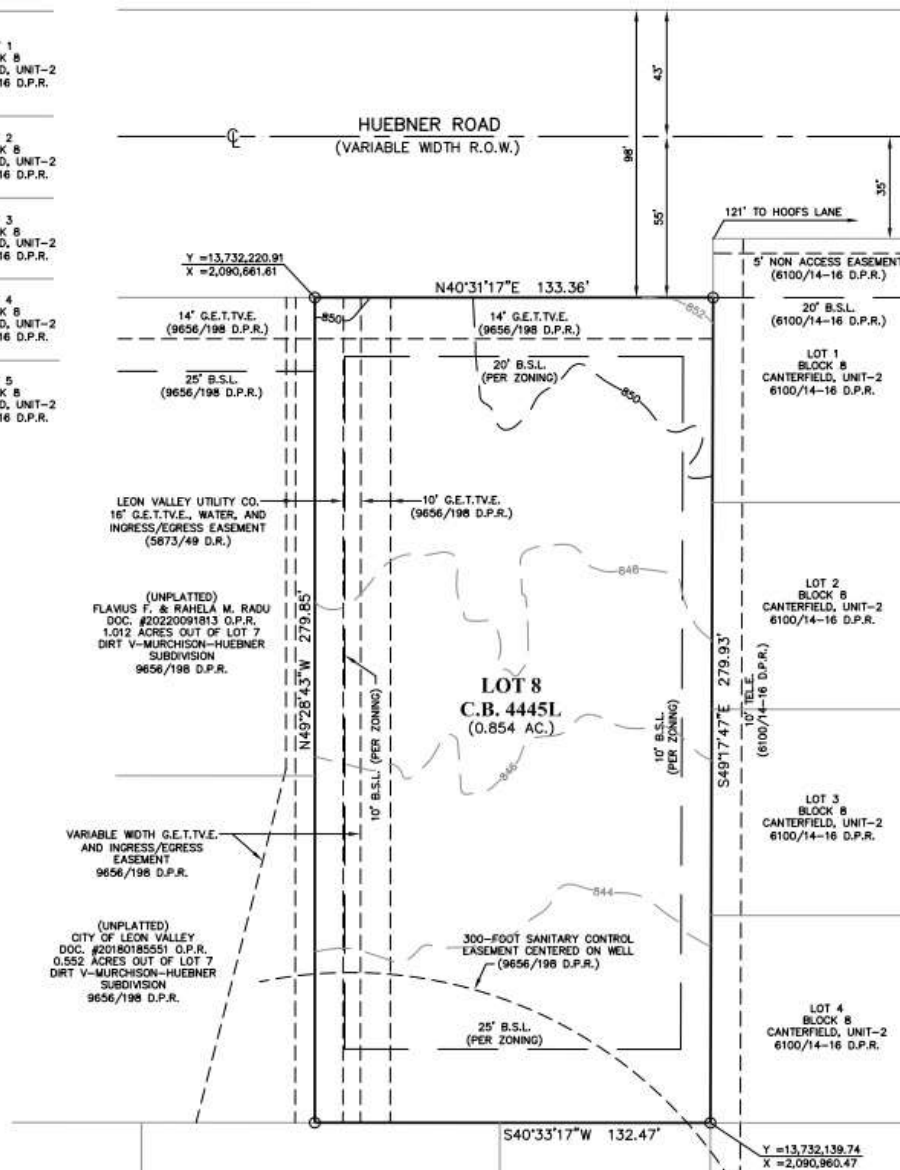
STATE OF TEXAS
COUNTY OF BEXAR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____
A.D. 20__

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS SUBDIVISION PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.



Notification Process

- 17 Letters Sent
- 0 Letter in Favor
- 0 Letters in Opposition
- 0 Letter Undeliverable

Fiscal Impact

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

S.E.E. Statement

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

Economic Development: A platted lot is typically more valuable than a non-platted lot in a municipality

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

MAYOR AND COUNCIL COMMUNICATION

DATE: August 15, 2023

TO: Mayor and Council

FROM: Roque Salinas, Director of Economic Development

THROUGH: Dr. Crystal Caldera, City Manager

SUBJECT: Presentation, Discussion, and Possible Action to Expend Economic and Community Development Funds in the Amount Not to Exceed \$7,500.

SPONSOR(S): N/A

PURPOSE

Mom and Son are opening their first brick and mortar location in Leon Valley and are looking for a grant to purchase commercial grade equipment. The grant offer is not to exceed \$7,500.

FISCAL IMPACT

\$7,500 to the project funding budgeted line item

SEE LEON VALLEY

Social Equity – N/A

Economic Development – Economic and Community Development projects encourage collaborative engagement with residents.

Environmental Stewardship – N/A

STRATEGIC GOALS

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

RECOMMENDATION

Staff recommends that the application be approved.
At council discretion

APPROVED : _____ DISAPPROVED : _____

APPROVED WITH THE FOLLOWING AMENDMENTS :

ATTEST :

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§

**GRANT AGREEMENT
BETWEEN CITY OF LEON VALLEY
AND MOM & SON, LLC**

This Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF LEON VALLEY ("CoLV") and MOM & SON, LLC, 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 6430 Bandera Road Suite 86, 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 (\$7,500.00) "Grant" to the Grantee purchase a variety of commercial grade equipment to expedite the opening of the business, 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 for the Grantee purchase a variety of commercial grade equipment to expedite the opening of the business through a one-time reimbursement payment in an amount of up to Seven Thousand Five Hundred Dollars (\$7,500.00). 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 Grant consideration, Grantee must **FRIST** submit legible copies of the Certificate of Occupancy and Texas Sales Tax Certificate, where applicable
 2. 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.
 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 February 15, 2024. 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 Five Hundred Dollars (\$7,500.00) “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

Grantee:
MARIA VALENTIN AND/OR
COLON VALENTIN
MOM & SON, LLC

Crystal Caldera
Leon Valley City Manager

MARIA VALENTIN AND/OR COLON
VALENTIN
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:	7/14/23
Company Name:	Mom and Son Bakery Inc
Address:	
Representative Submitting Application:	Maria I Valentin Vazquez
Local Address:	6430 Bandera Rd. Ste. 86 San Antonio, TX 78238
Phone Number:	
State of Incorporation:	LLC - S-Corporation
Years in City:	Leon Valley 0, San Antonio 2 years
Total Employees in City:	Living in Leon Valley, 1-2 employees

PART 2 – PROJECT INFORMATION

Location Address:	6430 Bandera Rd. Ste. 86 San Antonio, TX 78238
Legal Description:	LLC - S-Corporation

Project Description			
New Construction	<input type="checkbox"/>	Expansion	<input type="checkbox"/>
Community	<input checked="" 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 type="checkbox"/>
Restaurant	<input checked="" type="checkbox"/>	Office	<input type="checkbox"/>
Other	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

PART 3 – ECONOMIC INFORMATION

Project Cost Estimate:	20,477.24
Amount Requested:	10,000
Start Date:	upon approval by counsel
Permanent Job Creation:	when opening 4, with time of opening 6

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

See Business Plan attached*

Chief Officers or Owners:	Title:	Phone number:
Maria I. Valentin Vazquez	Owner	
Jahdiel Colon Valentin	Co-Owner	

Reasons for Seeking Economic and Community Development Funds:

Creating a business from scratch its not easy but we have manage to grow from an at home bakery to open our first location. We have 2 years that we are in need of a commercial space to be able to continue to grow as we have limitations as an at home bakery by quan may make and of course because of the space and equipment. Opening a new location will help us to continue to grow and location w help us to continue to grow and reach more clients and as a domino effect it helps us to give back to our community as well. Mom and and everything we have its gone to the development and growth of the business. However this financial aid be a blessing so that we m to grow and really show how much more potencial we have with a commercial kitchen and space for clients to be. We are just regular for our family and this aid the city offers helps us to make it happen without having to start our business already on the negative side o

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

It will bring the first bakery in Leon Valley. It will support the diversity population as it is the product are well known among the hispanic It will create jobs, and sense of community as we would love to do different types of events that can support, the church, cancer patien among others more. Also, our bakery will engage with the community through classes and seminars for baking. All of this will ultimately economic movement due to the customers, marketing, and sales taxes.

Describe the Project:

The project involves the modernization of the space we are renting. This space has been close for a few years and it needs a lot of work. Part of the project is also getting the commercial kitchen ready with the necessary equipment to be able to serve our community as a business as a place of peace and help to those who need it. With the updates to the space, equipments and seating areas we will be able to reach a small, local, and hispanic family operated business.

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:

Baker's Assistant: assists baker with preping and baking, encharged of part of the regular breakfast menu, maintain kitchen area, follo

Sales Associate: assists customers with purchases, handling sales transactions, and stocking showcases They may also be responsibl

Maintenance Associate: maintaining clean facility by mopping and vacuuming floors, cleaning surfaces with disinfectant and emptying t

Floater Associate: runs special errands outside the building, in charge of special maintenance, deliveries,

Baker/owner: Coordinates activities and directs training of other kitchen workers engaged in preparing and baking pastry items to ensu

Sales Manager/owner:supervise baking staff and ensure that all bakery operations run smoothly. Take inventory of baking supplies, re

Assistant Manager: requirements check up lists, receiving deliveries, account contacts, calendar appointments, delivery labels, social

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

Lift fund and denied.

List any competition or similar businesses in the area:

None.

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.

AUTHORIZTION 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: _____

Title: _____

Telephone: _____

E-mail:

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

Signature of Notary

Notary Public, State of:

(Notary Seal)

My commission expires: _____










Sales Quote - THIS IS NOT AN ORDER

User ID 35866225
Created 7/19/2023 at 12:34 PM

{Section}. 102.

Bill to Maria I. Valentin Vazquez 9430 Red Stable Rd Suite 86 San Antonio, TX 78238	Ship to Mom & Son Bakery 6430 Bandera Rd Suite 86 Leon Valley, TX 78238-1513	Your Contact Quote Department Quote Valid Thru 8/2/2023 at 12:34 PM	Customer Phone (210) 941-9138
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Quote

Item	Description	Weight (Estimated)	Unit Price	QTY	Total
 177BMFW5	Avantco BMFW5 57" Electric Bain Marie Buffet Countertop Food Warmer with 5 Half Size Wells - 1500W, 120V	57	\$449.99	1	\$449.99
 177EF40D	Avantco EF40-240-1 40 lb. Electric Floor Fryer - 240V, 1 Phase	139	\$1899.00	1	\$1899.00
 177HPI1836	Avantco HPI-1836 Full Size Insulated Heated Holding / Proofing Cabinet with Clear Door - 120V	213	\$1499.00	1	\$1499.00
 178GDC10HC W	Avantco GDC-10-HC 21 5/8" White Swing Glass Door Merchandiser Refrigerator with LED Lighting	178	\$999.00	1	\$999.00
 232M2CS019	Astra M2CS019 Mega II Compact Semi-Automatic Espresso Machine, 110V	120	\$5176.50	1	\$5176.50
 790OCLOKITM	C Pure Oceanloch-M Water Filtration System with Oceanloch-M Cartridge - 1 Micron Rating and 1.67 GPM	3.07	\$139.99	1	\$139.99
 974IR6ED3	Imperial Range Pro Series IR-6-E2403 36" Electric Range with 6 Round Plates and Standard Oven - 240V, 3 Phase	455	\$4599.00	1	\$4599.00
 7156210CX	Spaceman 6210-C Countertop Soft Serve Ice Cream Machine with 1 Hopper - 110V, 1 Phase	203	\$5460.00	1	\$5460.00
 715TRNREMO TE	Spaceman Training: Phone Training	0	\$0.00	1	\$0.00
Subtotal					\$20222.48

Tax	\$254.76
Shipping	\$0.00
Total	\$20477.24

*Quotes must be ordered through our website

Instruction / Additional Information

- * All orders must be placed through our website before orders can be processed and shipped.
Payment Instructions will be emailed to you once the order is placed through our website.
- * This quote is valid with original information supplied by customer. Any modifications could change quoted prices.
- * Please note: all prices are subject to change. Shipping charges are estimated.

Mom and Son Grant Application

Roque Salinas
Economic Development Director
8/15/2023

Summary

Summary

Mom and Son are opening their first brick-and-mortar location ever. They have selected to open in Leon Valley. They are seeking a grant to purchase commercial-grade equipment. The business submitted a grant application to purchase commercial kitchen equipment. The total amount is \$20,222.48. The grant request is for \$10,000.

The grant offer is not to exceed \$7,500.

Options:

1. Approval
2. Denial

Background

- Mom and Son Bakery was opened by Mom & Son Maria I. Valentin Vazquez and Jahdiel Coln Valentin May 2021 to provide bakery goods.
- Mom and Son have a regular spot on the weekends on Potranco Rd near a Puerto Rican food truck as Mom & Son Bakery and another one in Walzem Rd during the weekends.
- The business is looking to open their first every brick-and-mortar location and they have selected Leon Valley as their location.
- The business would generate sales tax revenue for the City of Leon Valley.
- The business uses social media to inform their customers where they will be located that weekend and the availability of their products. Their Facebook and Instagram accounts have over 3,000 followers on, which is more than the official City of Leon Valley pages.



Location Bandera Crossing Shopping Center- 6430 Bandera Road

- Bandera Crossing Shopping center. The Shopping center, as of 8/4/2023, has 10 suites, of which only 4 are occupied. The total retail shopping area for the center is 27,410 square feet; however, only 13,360 square feet is being occupied.
- This represents a 40% and 48% occupancy rate respectfully for the center. This center is not meeting the full retail potential, which is not ideal for businesses located in a major retail sector of the city.

Location Bandera Crossing Shopping Center- 6430 Bandera Road

- Mom and Son have signed a 3-year lease for suite 86. The location is 2,100 square feet and would increase occupancy to 50% for units and to 56% for usable space.



Requested items

The business submitted a grant application to purchase commercial kitchen equipment. The total amount of all equipment is \$20,222.48.

Mom & Son Bakery
Sales Quote - THIS IS NOT AN ORDER

User ID: 33866225
 Created: 7/19/2023 at 12:34 PM

Bill to Maria L. Valentin Vazquez 9430 Red Stable Rd Suite 66 San Antonio, TX 78238	Ship to Mom & Son Bakery 6430 Bandera Rd Suite 66 Leon Valley, TX 78238-1513	Your Contact Quote Department Quote Valid Thru 8/2/2023 at 12:34 PM	Customer Phone (210) 941-9138
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	Avantco EF40-240 140 lb. Electric Floor Fryer - 240V, 1 Phase	139	\$1899.00	1	\$1899.00
	Avantco HPI-1836 Full Size Insulated Heated Holding / Proofing Cabinet with Clear Door - 120V	213	\$1499.00	1	\$1499.00
	Avantco GDC-10-HC 21 5/8\" White Swing Glass Door Merchandiser Refrigerator with LED Lighting	178	\$999.00	1	\$999.00
	Astra M2C3019 Mega II Compact Semi-Automatic Espresso Machine, 110V	120	\$5176.50	1	\$5176.50
	C Pure Oscarbock-M Water Filtration System with Oscarbock-M Cartridge - 1 Micron Rating and 1.67 GPM	3.07	\$139.99	1	\$139.99
	Imperial Range Pro Series IR-6-E2403 36\" Electric Range with 6 Round Plates and Standard Oven - 240V, 3 Phase	455	\$4599.00	1	\$4599.00
	Spaceman 6220-C Countertop Soft Serve Ice Cream Machine with 1 Hopper - 110V, 1 Phase	203	\$5460.00	1	\$5460.00
	Spaceman Training: Phone Training	0	\$0.00	1	\$0.00
Subtotal					\$20,222.48

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.

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

Recommendation

- The business submitted a grant application to purchase commercial kitchen equipment. The total amount of the equipment needed is \$20,222.48. The business has requested \$10,000.
- The Economic Development Department believes that this business is worthy of a grant to start up their business in Leon Valley; however, not for the full amount or for the requested amount.
- The property owner has already assisted with deferred rent and upgrades to the space. However, it is in the city's best interest to also provide assistance in this matter.
- It is the department's recommendation to provide \$7,500 in grant assistance to Mom and Sons to purchase a variety of commercial grade equipment to start their business in Leon Valley. The City will place the condition that the business must have all approved permits to operate prior to receiving any grant funds.
- At council discretion