



**CITY OF LEON VALLEY**  
**CITY COUNCIL REGULAR MEETING**  
Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, Texas 78238  
Tuesday, November 01, 2016

**AGENDA**

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1. **7:00 P.M.** Call to order, Determine a Quorum is Present, Pledge of Allegiance.
2. Presentation of a CPS Energy New Construction Rebate check in the amount of \$7,403.17 for Energy Efficient LED Lighting installed in the Leon Valley Fire Station Facility. **(Lynda Rodriguez, CPS Energy)**
3. **Citizens to Be Heard and Time for Objections to the Consent Agenda.** "Citizens to be heard" is for the City Council to receive information on issues that may be of concern to the public. The purpose of this provision of the Open Meetings Act is to ensure that the public is always given appropriate notice of the items that will be discussed by the Council. Should a member of the public bring an item to the Council, for which the subject was not posted on the agenda of that meeting, the Council may receive the information but cannot act upon it during the meeting. Council may direct staff to contact the requestor or ask that the issue be placed on a future agenda for discussion by the Council.

**Note:** City Council may not debate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however City Council may present any factual response to items brought up by citizens. [Attorney General Opinion – JC 0169]

**CONSENT AGENDA**

4. Approval of City Council Minutes. **(S. Passailaigue)**
  - a) October 18, 2016 Special City Council Meeting
  - b) October 18, 2016 Regular City Council Meeting
  - c) October 22, 2016 Coffee with the Mayor & City Council
5. Approval to increase the Committed Fund Balance in the General Fund for Natural/Man-Made Disasters by \$100,000. **M&C #2016-11-01-01 (V. Wallace)**
6. Consider, discuss and possible action revising Leon Valley City Code Chapter 12 Traffic and Vehicles, Division 6. One-Way Streets, to add Hodges Street; and Division 7. Speed Limits to reduce the speed limit on Hodges and Althea Streets from 30 miles per hour to 20 miles per hour. **M&C #2016-11-01-02 (M. Moritz)**
7. Consider, discuss and possible action appointing Charles Howze to the Citizens Police Advisory Committee. **M&C #2016-11-01-03 (K. Kuenstler)**

**REGULAR AGENDA**

8. Consider, discuss and possible action to approve a budget adjustment in the amount of \$40,836.00 to complete the remodel of the Kinman House located at 6417 Evers Road. **M&C #2016-11-01-04 (M. Moritz)**

9. Consider, discuss and possible action authorizing the City Manager to enter into a lease agreement for the Kinman House. **M&C #2016-11-01-05 (K. Kuenstler)**
10. Consider, discuss and possible action on the cancellation of the January 03, 2017, Regular City Council meeting. **(Mayor Riley)**
11. Consider, discuss and possible action on items for consideration at the January 2017 Town Hall Meeting. **M&C #2016-11-01-06 (K. Kuenstler)**
12. City Manager's Report:
  - a) Approved Minutes from Boards, Commissions and Committees
  - b) Upcoming Important Events:
    - Texas Recycles Day, November 05, 2016 from 9:00 a.m. until 1:00 p.m. at Leon Valley Public Works.
    - Special Election – Early Voting ends November 4<sup>th</sup>. Election Day is November 8<sup>th</sup>
    - City Hall Closure, November 11<sup>th</sup> in Observance of Veteran's Day
    - Leon Valley Historical Society Pioneer Gala, November 18<sup>th</sup> at 6:30 p.m. at the Community Center.
    - City Hall Closure, November 24<sup>th</sup> & 25<sup>th</sup> in Observance of Thanksgiving
    - Holiday Tree Lighting Ceremony, December 5<sup>th</sup> at 6:00 p.m., at the Community Center.
    - Creation and appointment of members to the Hike & Bike Committee, December 20, 2016
    - Beethoven Christmas Concert, December 11<sup>th</sup> at 2:30 p.m. at the Community Center.
13. Citizens to be heard.
14. 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.
15. 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).

**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 take action 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, on October 26, 2016 at 10:10 a.m. and remained posted until after the meeting(s) hereby posted concluded. This notice is posted on the City website at [www.leonvalleytexas.gov](http://www.leonvalleytexas.gov). This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours in advance of the meeting. To make arrangements, call (210) 684-1391, Extension 216.

  
 SAUNDRA PASSAILAIGUE, TRMC  
 City Secretary





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

Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, Texas 78238  
Tuesday, October 18, 2016

**MINUTES**

The City Council of the City of Leon Valley, Texas met on the 18<sup>th</sup> day of October, 2016 at the Leon Valley City Council Chambers located at 6400 El Verde Road, Leon Valley, Texas for the purpose of the following business.

**Call to order.**

Mayor Chris Riley called the Regular City Council Meeting to order at 7:27 p.m. and led the Pledge of Allegiance.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Monica Alcocer, Belinda Ealy, and Benny Martinez. Council Member David Jordan was excused.

Also in attendance were:

City Manager Kelly Kuenstler, ACM/HR Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Denise Frederick, Public Works Director Melinda Moritz, Finance Director Vickie Wallace, Fire Chief Luis Valdez, Assistant Police Chief Ruben Saucedo.

**Presentation of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer Association by Sandra Mattick for the fiscal year ended September 30, 2015. The Government Finance Officers Association of the United States (GFOA) awarded a Certificated of Achievement for Excellence in Financial Reporting to the City of Leon Valley for its comprehensive annual financial report for the fiscal year ended September 30, 2015. This was the 17th consecutive year that the City of Leon Valley has achieved this prestigious award.**

**Citizens to Be Heard and Time for Objections to the Consent Agenda.**

Mayor Riley asked if any of the Council Members wished to pull any item from the Consent Agenda for discussion. No items were pulled.

- Joan Stanley, 6727 Forest Dell, spoke on the traffic on Bandera Road; and garage sale signs being left behind.
- Olen Yarnell spoke about the flashing sign on Evers Road being broken.

## **CONSENT AGENDA**

### **Approval of City Council Minutes. (S. Passailaigue)**

- a) October 03, 2016 Special City Council Meeting**
- b) October 03, 2016 Regular City Council Meeting**

**Consider, discuss and possible action on Resolution No.16-030R appointing members to the Community Events Committee. M&C #2016-10-18-01 (S. Passailaigue)**

**Approval of Quarterly Investment Report for the quarter ended September 30, 2016. M&C #2016-10-18-02 (V. Wallace)**

**Approval of Annual Investment Report for the fiscal year ended September 30, 2016. (V. Wallace)**

**Annual review and adoption of Ordinance No. 16-041 approving the Investment Policy for the City of Leon Valley. M&C #2016-10-18-03 (V. Wallace)**

**Consideration of Resolution No. 16-031R designating an official newspaper for City publications and notices for Fiscal Year 2016-2017. M&C #2016-10-18-04 (S. Passailaigue)**

A motion was made by Council Member Benny Martinez and seconded by Council Member Belinda Ealy, to approve Consent Agenda Item #4 (October 03, 2016 Special City Council Minutes and October 03, 2016 Regular City Council Minutes), Item #5 (Resolution No. 16-030R), Item #6 (Quarterly Investment Report), Item #7 (Annual Investment Report), Item #8 (Ordinance No. 16-041), and Item #9 (Resolution No. 16-031R) as presented. Upon a unanimous vote, Mayor Riley announced the motion carried.

## **REGULAR AGENDA**

**Consider, discuss, and possible action on approval of a budget adjustment for the purpose of improving The Ridge at Leon Valley detention pond. M&C #2016-10-18-05 (M. Moritz)**

Melinda Moritz, Public Works Director presented this item seeking City Council consideration and authorization on a budget adjustment to convert recently donated land at The Ridge at Leon Valley subdivision into a park.

Public Works Director Moritz explained that in May of 2016, City Council heard a request from The Ridge at Leon Valley Home Owner's Association (HOA) to accept a

land donation, being two lots at end of Samaritan and Grass Hill, and one lot off of Caraway Bend to create a park. The first and second lots are a detention pond, and the third is a vacant drainage easement to the pond. In September of 2016, City Council approved the land donation, with the condition that the HOA was to give the City a check in the amount of \$9,125 for the cleaning and clearing out of the pond. The City Council directed staff to come back to Council for a budget adjustment, once the check had been received, to have the pond cleaned out to start the development. The Ridge at Leon Valley HOA has submitted their check in the amount of \$9,125 and the money now has to be moved to the Park Fund in order to contract for the clearing and cleaning. Plans are being developed and we will be requesting quotes for the work from utility contractors. Bids will not be required as project is under \$50,000. City Council has the option to authorize a budget adjustment in an amount for just clearing and cleaning or for the removal and replacement of topsoil, as well as the clearing/cleaning.

Public Works Director Moritz said that the fiscal impact of the detention pond cutting, clearing, and silt removal were as follows: removal of 285 C.Y. of silt - \$7,125.00; re-seed the area - \$2,000.00; for a total of \$9,125.00. In addition Public Works Director Moritz informed the City Council that in order to use the detention pond as a playing field, the top six to eight inches of soil would be replaced with better soils. Cost associated with this would be as follows: removal of 600 C.Y of soil: - \$15,000.00; and Loam Soil 600 C.Y. - \$18,000.00; seeding - \$ 2,000.00, totaling \$35,000.00 less the Ridge at Leon Valley funds of \$9,125, for a net cost to the City of \$25,875.

Outstanding items will include: construction of street at end of Samaritan Drive and (in-house materials only); trail from Caraway Bend (in-house materials only); and signage and other amenities as requested by neighborhood after survey and public meetings.

Public Works Director Moritz concluded the presentation with staff recommending the City Council authorize the budget adjustment in the amount of \$35,000 to remove and replace topsoil; have the Park Commission send out a survey to the neighborhood to garner input on desired amenities; use existing funds in Public Works to construct street stub out and trail entrance at Caraway Bend; and fund other improvements in next fiscal year.

The presentation was followed by a brief discussion.

Council Member Benny Martinez said that in the future he would like the Park Commission present their recommendation on this.

- Olen Yarnell said he agreed with Council Member Martinez.

A motion was made by Council Member Monica Alcocer and seconded by Council Member David Edwards, to authorize a budget adjustment to convert the Ridge at Leon Valley Detention Pond to a Proposed Park in the amount of \$35,000 to include the \$9,125 that has already been paid by the Ridge, deducting that and leaving a balance of

\$25,875 actual funds from the General Fund separating the park from the other funds. Upon a unanimous vote, Mayor Riley announced the motion carried.

**City Manager's Report:**

**a) Approved Minutes from Boards, Commissions and Committees**

**b) Upcoming Important Events:**

- **Coffee with the Mayor and City Council, Saturday, October 22, 2016, from 9:00 a.m. to 11:00 a.m. at the Leon Valley Conference Center.**
- **Ciclovia, October 29, 2016, from 9:00 a.m. to 2:00 p.m. at Raymond Rimkus Park.**
- **Trash & Treasure Sale/Halloween Party/Arbor Day Tree Give-Away, October 29, 2016, 6427 Evers Road from 9:00 a.m. to 2:00 p.m.**
- **Texas Recycles Day, November 05, 2016 from 9:00 a.m. until 1:00 p.m. at Leon Valley Public Works.**
- **Special Election – Early Voting October 24<sup>th</sup> – November 4<sup>th</sup>. Election Day November 8<sup>th</sup>**
- **Beethoven Christmas Concert, December 11<sup>th</sup> at 2:30 p.m. at the Community Center.**

City Manager Kelly Kuenstler presented Joseph Salvaggio, Police Chief with a birthday cake and everyone sang "Happy Birthday". City Manager Kuenstler also announced that Mayor Pro Tem David Jordan won 3<sup>rd</sup> Place in the VIA Metropolitan Transit "Celebrity Bus Rodeo" that was held on October 15, 2016.

**Citizens to be heard**

None

**Announcements by the Mayor and Council Members.**

Council Members David Edwards and Monica Alcocer thanked everyone for attending tonight's meeting.

Council Member Benny Martinez announced the LVACC meeting on October 19<sup>th</sup> at Outback Steakhouse.

Council Member Belinda Ealy said that Leon Valley is "just gorgeous" with everyone cleaning up.

Mayor Riley thanked the citizens of Leon Valley for allowing the City Council, City Manager, City Attorney and City Secretary attend this year's TML Conference in Austin, TX.

**Adjournment.**

Mayor Riley announced the meeting adjourned at 8:04 p.m.

**These minutes approved by the Leon Valley City Council on the 1<sup>st</sup> of November, 2016.**

APPROVED

**CHRIS RILEY**  
MAYOR

ATTEST:

**SAUNDRA PASSAILAIGUE, TRMC**  
CITY SECRETARY

DRAFT



**CITY OF LEON VALLEY  
CITY COUNCIL SPECIAL MEETING**

Leon Valley City Council Chambers  
6400 El Verde Road, Leon Valley, Texas 78238  
Tuesday, October 18, 2016

**MINUTES**

The City Council of the City of Leon Valley, Texas met on the 18<sup>th</sup> day of October, 2016 at the Leon Valley City Council Chambers 6400 El Verde Road, Leon Valley, Texas for the purpose of the following business:

Mayor Riley called the Special City Council Meeting to order at 5:55 p.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Monica Alcocer, and Benny Martinez. Council Member Belinda Ealy was Skyped into the meeting and Council Member David Jordan was excused.

Also in attendance were:

City Manager Kelly Kuenstler, ACM/HR Director Crystal Caldera, City Secretary Sandra Passailaigue, City Attorney Denise Frederick, Attorney Pat Bernal from Denton, Navarro, Rocha, Bernal, Hyde & Zech, and Frederick Starkes from Texas Municipal League Intergovernmental Risk Pool (TML-IRP).

**The City Council shall meet in Executive Session under Texas Government Code to discuss the following: Texas Local Government Code.**

- A. §551.071 *Consultation with Attorney* in order to meet with its City Attorney on the Leon Valley Economic Development Corporation regarding Resolution No. 15-008R, which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act. (City Attorney Denise Frederick)**
- B. §551.071 *Consultation with Attorney* to discuss the matter of Elio Espino and E. Espino Investments, LLC vs. The City of Leon Valley, Cause No. 2016-CI-14798 filed in the 37<sup>th</sup> Judicial District Court, Bexar County Texas. (City Attorney Denise Frederick)**

**C. §551.071 Consultation with Attorney to discuss Wm. Rancher Estates Joint Venture et al. v. City of Leon Valley et al, Cause No. 2013-CI-03399 filed in the 225<sup>th</sup> Judicial District Court, Bexar County, Texas. (Attorney Patrick Bernal)**

The City Council went into Executive Session at 5:57 p.m.

**Reconvene into Regular Session and take action on issues discussed in Executive Session if necessary.**

The City Council reconvened into Open Session at 7:26 p.m.

No action was taken.

**Adjournment**

Mayor Riley announced the meeting adjourned at 7:26 p.m.

**These minutes approved by the Leon Valley City Council on the 1<sup>st</sup> of November, 2016.**

APPROVED

**CHRIS RILEY**  
MAYOR

ATTEST:

**SAUNDRA PASSAILAIGUE, TRMC**  
CITY SECRETARY



**COFFEE WITH THE MAYOR AND CITY COUNCIL**  
Leon Valley Conference Center  
6421 Evers Road, Leon Valley, Texas 78238  
Saturday, October 22, 2016

**MINUTES**

The Leon Valley City Council hosted a citizen meeting at the Leon Valley Conference Center on Saturday, October 22, 2016.

The meeting began at approximately 9:03 a.m.

Mayor Riley asked that the minutes reflect that the following members of City Council were present: Council Members David Edwards, Belinda Ealy, Monica Alcocer, and Benny Martinez. Council Member David Jordan was excused.

City Manager Kelly Kuentler, ACM/HR Director Crystal Caldera, City Secretary Sandra Passailaigue, Police Chief Joseph Salvaggio, Public Works Director Melinda Moritz, and Firefighter/Paramedic Todd Morgan were also in attendance.

**Items Identified for discussion were:**

- a. **Noise, smell, neighborhood concerns with Performance HQ**
- b. **Expanding the use of the current sales & use tax/November 8, 2016, Special Election**
- c. **Other Issues from Citizens**

The meeting adjourned at approximately 10:55 a.m.

**These minutes approved by the Leon Valley City Council on the 1<sup>st</sup> of November, 2016.**

APPROVED

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

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

**MAYOR AND COUNCIL COMMUNICATION****M&C # 2016-11-01-01**

**DATE:** November 1, 2016

**TO:** Mayor and Council

**FROM:** Kelly Kuenstler, City Manager

**SUBJECT:** Approval to increase the committed fund balance in the general fund for natural/man-made disasters by \$100,000

**PURPOSE**

The purpose of this Mayor and Council Communication is to obtain approval from the City Council to increase the balance in the General Committed Fund Balance by \$100,000.

On September 20, 2012, the City Council adopted a Fund Balance Policy as required by the Government Accounting Standards Board (GASB). A major component of the policy included the designation of a Committed Fund Balance for Natural/Man-Made Disaster Emergencies for the General Fund that equals three (3) months operating expenditures.

The City currently has committed \$900,000 for this purpose. If approved, the Committed Fund Balance would be \$1,000,000. The intent of the policy is to increase the Committed Fund Balance as funds permit until the three (3) months is reached. Based on the Fiscal Year 2017 Budget, three (3) months operating expenditures would equal \$2,082,459.

Funding for the increase would come from health insurance premium savings for fiscal year 2017. Approval to increase the Committed Fund Balance requires Council approval to reduce the General Fund Balance and increase the General Committed Fund Balance. This is an accounting function that once approved by Council requires a journal entry as follows:

Debit 100-331010	\$100,000 (Reduces the General Fund balance)
Credit 100-331023	\$100,000 (Increases the Committed Fund Balance)

**FISCAL IMPACT**

The increase in the Committed Fund Balance by \$100,000 would come from savings from health insurance premiums.

**RECOMMENDATION**

Staff is recommending increasing the Committed Fund Balance by \$100,000.

**SEE LEON VALLEY**

**Social** - The Fund Balance Policy purpose is to provide a stable financial environment for the City of Leon Valley's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the

framework upon which consistent operations may be built and sustained.

**Economic** – Utilizing taxpayer monies to maximize public safety, City administration and City programs/services allows the City to actively pursue Economic Development opportunities.

**Environmental** – N/A

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

City of Leon Valley  
Proposal to Increase the  
Committed Fund Balance

City Council Meeting  
November 1, 2016



# Purpose

- The purpose of this Mayor and Council Communication is to obtain approval from the City Council to increase the balance in the General Committed Fund Balance by \$100,000
- On September 20, 2012, the City Council adopted a Fund Balance Policy as required by the Government Accounting Standards Board (GASB)

# Purpose

- A major component of the policy included the designation of a Committed Fund Balance for Natural/Man-Made Disaster Emergencies for the General Fund that equals three (3) months operating expenditures
- The City currently has committed \$900,000 for this purpose
  - If approved, the Committed Fund Balance would be \$1,000,000
- The intent of the policy is to increase the Committed Fund Balance as funds permit until the three (3) months operating expenditures is reached

# Purpose

- Based on the Fiscal Year 2017 Budget, three (3) months operating expenditures would equal \$2,082,459
- Funding for the increase would come from health insurance premium savings for fiscal year 2017

# Purpose

- Approval to increase the Committed Fund Balance requires Council approval to reduce the General Fund Balance and increase the General Committed Fund Balance
- This is an accounting function that once approved by Council requires a journal entry as follows:
  - Debit 100-331010
    - \$100,000 (Reduces the General Fund balance)
  - Credit 100-331023
    - \$100,000 (Increases the Committed Fund Balance)

# Fiscal Impact

- The increase in the Committed Fund Balance by \$100,000 would come from savings from health insurance

# Recommendation

- Staff is recommending increasing the Committed Fund Balance by \$100,000

# S.E.E. LEON VALLEY

- **Social** - The Fund Balance Policy purpose is to provide a stable financial environment for the City of Leon Valley's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained
- **Economic** – Utilizing taxpayer monies to maximize public safety, City administration and City programs/services allows the City to actively pursue Economic Development opportunities
- **Environmental** – N/A

# City of Leon Valley Proposal to Increase the Committed Fund Balance

City Council Meeting  
November 1, 2016

MAYOR AND COUNCIL COMMUNICATION

**M&C #2016-11-01-02**

**DATE:** November 01, 2016  
**TO:** Mayor and City Council  
**THROUGH:** Kelly Kuenstler, City Manager  
**FROM:** Melinda Moritz, Public Works Director  
**SUBJECT:** Consideration and Possible Action on Revising Leon Valley City Code Chapter 12 Traffic and Vehicles, Division 6. One-Way Streets, to Add Hodges Street, and Division 7. Speed Limits to Reduce the Speed Limit on Hodges and Althea Streets from 30 Miles Per Hour to 20 Miles Per Hour.

**PURPOSE**

The purpose of this Communication is to revise Leon Valley City Code Chapter 12 Traffic and Vehicles as per Council direction to convert Hodges Street to a one-way street and to reduce the speed limit on both Hodges and Althea from 30 miles per hour (mph) to 20 mph.

At the October 3, 2016 City Council meeting, the City Council approved a request from the Hodges Street residents to convert their street to a one-way street. In addition, the Council approved a reduction to the speed limit on both Hodges and Althea streets from 30 mph to 20 mph. In order to put this plan into action, the ordinance must be revised.

**FISCAL IMPACT**

All items listed in the approved options will be funded from the proposed FY 2017 Public Works budget.

**Recommendation**

- Approve revisions to Chapter 12 Traffic and Vehicles, Division 6 One-Way Streets, to Add Hodges Street, and Division 7. Speed Limits, to reduce the speed limit on Hodges and Althea Streets from 30 miles per hour to 20 miles per hour.

**S.E.E Statement**

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

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

Environmental Stewardship – Reducing flow through traffic in this area will protect the existing small stream by reducing the amount of pollutants entering the stream, which is then carried to creeks and rivers, thereby improving water quality.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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

Attachment: Ordinance Revision

**AN ORDINANCE AMENDING THE CITY OF LEON VALLEY CODE OF ORDINANCES CHAPTER 12 TRAFFIC AND VEHICLES, DIVISION 6. ONE-WAY STREETS, SECTION 12.02.171 TRAFFIC MOVEMENT, SECTION 12.02.172 LOCATIONS, TO ADD HODGES STREET, AND DIVISION 7. SPEED LIMITS TO REDUCE THE SPEED LIMIT ON HODGES AND ALTHEA STREETS FROM THIRTY (30) MILES PER HOUR TO TWENTY (20) MILES PER HOUR, PROVIDING AN EFFECTIVE DATE OF THE REVISION WITH PUBLICATION, AS REQUIRED BY LAW, AND PROVIDING A CONFLICTS PROVISION.**

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**WHEREAS** the City of Leon Valley received several complaints from citizens regarding the high volume of traffic on Hodges and Althea Streets; and

**WHEREAS** a traffic study was completed of these streets and a recommendation was given that due to the high traffic count and condition of the streets, these two streets should become one-way streets in a Northeastern direction; and

**WHEREAS** the traffic study also recommended the speed limit on both of these streets be reduced to twenty miles per hour;

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

1. That Division 6, Section 12.02.172 "Locations" be amended as follows:

**Sec. 12.02.172 Locations**

The following streets are designated as one-way streets:

<u>Street</u>	<u>Extent</u>	<u>Direction</u>
Lobo Lane	Robin Drive eastbound to Bluebird Drive	Eastbound
Loop 410 southbound frontage road	Northern boundary to southern boundary of city limits	Southbound
Loop 410 northbound frontage road	Southern boundary to northern boundary of city limits	Northbound

Robin Drive	All inclusive	Southbound
State Highway 16 northbound lane	Southern boundary to northern boundary of city limits	Northbound
State Highway 16 southbound lane	Northern boundary to southern boundary of city limits	Southbound
<b>Hodges Street</b>	<b>All inclusive</b>	<b>Northeast Bound</b>

2. That Division 7. Speed Limits, Section 12.02.203 Speed limits on specific streets be revised to add a Subsection as follows:

(g) S. R. Hodges Subdivision. As the result of a traffic survey heretofore conducted by the city police department as to each of the streets, Hodges and Althea, within the S. R. Hodges Subdivision, the prima facie maximum reasonable or prudent speed limit on all streets shall be twenty (20) miles per hour.

3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict. All provisions, sections and sub-sections set forth in Article 13.03 not revised or amended herein shall remain in effect.

4. This ordinance shall become effective with publication as required by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 1st day of November, 2016.

**APPROVED**

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

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

Approved as to Form: \_\_\_\_\_  
Denise Frederick, City Attorney

# Consideration and Possible Action

## Revising Leon Valley City Code

### Chapter 12 Traffic and Vehicles

### Hodges & Althea Traffic Calming

City Council Meeting  
November 1, 2016

# Purpose

- To consider & possibly take action to revise Leon Valley City Code Chapter 12 Traffic and Vehicles:
  - Division 6. One-Way Streets, to Add Hodges Street; and
  - Division 7. Speed Limits, to reduce the speed Limit on Hodges and Althea Streets from 30 mph to 20 mph

# Situs



# Purpose

- October 3, 2016 City Council meeting - Council approved request from Hodges Street residents to convert their street to a one-way street
- Also approved request to reduce the speed limit on both Hodges & Althea from 30 mph to 20 mph
- In order to put this plan into action, the ordinance must be revised

# Fiscal Impact

- No cost to revise ordinance
- All signage will be funded through the Public Works FY 17 budget

# Recommendation

- Approve revisions to Chapter 12 Traffic and Vehicles:
  - Division 6. One-Way Streets, to add Hodges Street; and
  - Division 7. Speed Limits, to reduce the speed limit on both Hodges and Althea Streets from 30 miles per hour to 20 miles per hour

# S.E.E. IMPACT STATEMENT

- Social Equity – Providing the citizens with additional safety measures adds to the overall quality of life.
- Economic Development – Reducing perceived and potential dangers from traffic situations promotes overall health, safety, and welfare image of City, which may attract businesses and new residents.
- Environmental Stewardship – Reducing cut through traffic in this area will protect the existing small stream by reducing the amount of pollutants entering the stream, which is then carried to creeks and rivers, thereby improving water quality.

**Consideration and Possible Action  
Revising Leon Valley City Code Chapter  
12 Traffic and Vehicles  
Hodges & Althea Traffic Calming**

City Council Meeting  
November 1, 2016

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** November 01, 2016 **M&C # 2016-11-01-03**

**TO:** Mayor and Council

**FROM:** Sandra Passailaigue, City Secretary

**THROUGH:** Kelly Kuentler, City Manager

**SUBJECT:** Consideration and possible action on Resolution No. 16-032R appointing Charles Howze to the Citizens Police Advisory Committee.

**PURPOSE**

This agenda item will allow the City Council to consider a resolution appointing members and alternates to the City Council’s boards, committees, and commissions.

**FISCAL IMPACT**

None

**S. E. E. IMPACT STATEMENT**

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

*Environmental* – Not applicable

*Economic Development* – Not applicable

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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ATTEST:

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**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

**RESOLUTION No. 16-032R**

**A RESOLUTION OF THE CITY OF LEON VALLEY CITY COUNCIL APPOINTING CHARLES HOWZE TO THE CITIZENS POLICE ADVISORY COMMITTEE.**

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**WHEREAS**, The City of Leon Valley deemed it necessary to create boards, commissions and committees composed of volunteers from the community to perform specific functions for the City.

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

**WHEREAS**, the City Council of Leon Valley empowers these boards, commissions and committees to make decisions affecting the citizens and the future of the City.

**WHEREAS**, the individuals currently filling the boards, commissions and committees have performed admirably and honestly for the benefit of the City of Leon Valley and its citizens.

**WHEREAS**, the City Council formally appoints and sets the term for the following individual to their respected board or commission:

**CITIZENS POLICE ADVISORY COMMITTEE:**

Charles Howze

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

That the appointments of the aforementioned individuals to their respected board, commission or committee and term for each individual become effective immediately.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 16<sup>th</sup> day of August, 2016.

**A P P R O V E D**

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**CHRIS RILEY**  
MAYOR

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

**MAYOR AND COUNCIL COMMUNICATION****M&C #2016-11-01-04**

**DATE:** November 1, 2016

**TO:** Mayor and City Council

**FROM:** Kelly Kuenstler, City Manager

**SUBJECT:** Consider, Discuss, and Possible Action on Approval of an Ordinance Authorizing a Budget Adjustment in the Amount of \$40,836.00, to Complete the Remodel of the Kinman House, Located at 6417 Evers Road.

**PURPOSE**

To consider, discuss, and possibly take action to approve an ordinance authorizing a budget adjustment to complete the remodel of the Kinman House for use as a restaurant.

In September of 2015, City Council approved the annual budget, which included \$13,000 to install a fire alarm system and repair the foundation at the Kinman House. In February of 2016, the City Council authorized a budget adjustment in the amount of \$20,000 to start the remodel of the Kinman House. In August of 2016, the City Council authorized a budget adjustment in the amount of \$86,685.00. The \$86,685.00 was given to the City by the Leon Valley Economic Development Corporation to be used specifically for the renovation of the structure. The remodel is to accommodate a restaurant (1st tenant is the Leon Valley Café).

Staff was directed to use all funds in FY 2016, if possible. The structural, electrical, plumbing, and commercial kitchen equipment components are almost complete, but the required venthood and ansul fire suppression systems were not purchased due to a contractor nonperformance issue. In addition, the plumber failed to turn in his invoice during the previous fiscal year and we are still in the process of purchasing a dishwasher.

The funds that were available in FY 2016 have now been placed back into the General Fund Reserve. A budget adjustment is necessary to move the funds back to Public Works in order to finish the project.

As stated, the remaining items include a venthood, fire suppression system, dishwashing equipment, and payment to the plumber.

**FISCAL IMPACT**

- Income
- Funds budgeted in previous fiscal year \$13,000.00
  - Add'l received from City Council \$20,000.00
  - Funds received from EDC \$86,685.00
  - Total \$119,685.00
- Expenses:
  - Building plans \$4,579.00

– Fire alarm system	\$ 6,800.00
– Electrical	\$15,391.29
– Kitchen Equipment	\$29,513.91
– Building materials	\$15,467.30
– Asbestos removal	\$ 2,278.00
– <b>Total</b>	<b>\$74,029.50</b>

<b>Initial Funds</b>	<b>\$119,685.00</b>
<b>Total funds spent</b>	<b>\$74,029.50</b>
<b>Remaining balance</b>	<b>\$45,655.50</b>

- Outstanding items:

– Plumbing	\$20,260.07
– Venthood/ansul system	\$15,575.00
– Dishwasher	\$ 5,000.00
– Total	\$ 40,835.07

Renovation is expected to come in under budget by \$4,820.43

**RECOMMENDATION**

- Approve the ordinance authorizing a budget adjustment in the amount of \$40,836.00

**S.E.E. IMPACT STATEMENT**

Social Equity – Provides an opportunity for a small local business to remain in the city and expand.

Economic Development – This project is compatible with the City Council’s goal of business retention and economic growth.

Environmental Stewardship – Provides for the reuse/recycling of an existing structure.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

**AN ORDINANCE AMENDING THE FY 2016-2017 GENERAL FUND BUDGET OF THE CITY OF LEON VALLEY, TEXAS TO INCREASE THE BUDGET IN THE AMOUNT OF \$40,836.00 TO COMPLETE THE KINMAN HOUSE RENOVATION PROJECT.**

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**WHEREAS**, on August 2 of 2016, City Council approved a budget adjustment of \$86,685 to fund the renovation of the Kinman House for use as a restaurant; and

**WHEREAS**, the project was not completed by the end of the fiscal year and the funds were placed back into the General Fund Reserve; and

**WHEREAS**, to complete the project, the funds need to be moved back to the Public works Department budget; and

**WHEREAS**, on August 16, 2015 the City Council of the City of Leon Valley adopted the 2016-2017 fiscal year budget: and

**WHEREAS**, Texas Local Government Code Section 102.010 provides that a municipality is not prohibited from making changes to a budget for municipal purposes: and

**WHEREAS**, the Leon Valley City Council hereby finds and determines that the amendments adopted under this ordinance are for a municipal purpose; **NOW THEREFORE**,

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

**Section 1.** The FY 2016-2017 General Fund Budget of the City of Leon Valley is hereby amended as provided for in Exhibit "A", attached hereto and incorporated herein for all purposes.

**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.** This ordinance is effective immediately upon passage by four (4) affirmative votes; otherwise it is effective on the tenth day after passage hereof.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 1st day of November, 2016.

**A P P R O V E D**

**CHRIS RILEY**  
MAYOR

Attest:

**SAUNDRA PASSAILAIGUE, TRMC**  
City Secretary

Approved as to Form:

**Denise Frederick**  
City Attorney

Proposed



**CITY OF LEON VALLEY, TEXAS  
BUDGET ADJUSTMENT  
FISCAL YEAR 2016-2017**

Request Submitted By: _____	Date: _____
Department Head	
Approved By: _____	Date: _____
Finance Director	
Approved By: _____	Date: _____
City Manager	

<b>TYPE OF TRANSFER:</b>	<b><u>DEPARTMENT:</u></b>
_____ Inter-Departmental Transfer	
_____ Intra-Departmental Transfer	
<u>  X  </u> Supplemental Appropriation	Public Works

**FROM:**

FUND	ACCOUNT NO.	DESCRIPTION	AMOUNT
<b>General Fund</b>	<b>100</b>	<b>General Fund Reserve</b>	<b>\$40,836</b>

**TO:**

FUND	ACCOUNT NO.	DESCRIPTION	AMOUNT
<b>General Fund</b>	<b>100-5600</b>	<b>Public Works</b>	<b>\$40,836</b>

# Kinman House Remodel Request for Budget Adjustment

City Council Meeting  
November 1, 2016

# Purpose

- Consider ordinance authorizing a budget adjustment in the amount of \$40,836
- To complete remodel of the Kinman House
- To be used as a restaurant
  - 1<sup>st</sup> tenant to be Leon Valley Cafe

# Purpose

- Sept 2015 – City Council approved annual budget, which included \$13,000 for repairs to Kinman House foundation & to install a fire alarm system
- Jan 2016 - City Council authorized \$20,000 to begin remodeling the Kinman House
  - Staff directed to come back to Council when funds were expended, for additional funds
- Aug 2016 – City Council approved budget adjustment of \$86,685 to complete remodel
  - Money was given to City from Economic Development Corporation specifically for this project
  - Remodel is to accommodate a restaurant (1<sup>st</sup> tenant is Leon Valley Café)

# Project Summary

- Roof was repaired and openings were closed (critter control)
- New fire alarm system was installed
- Chimney was inspected, removed, and faux chimney built in place
- Foundation was investigated and found to be sound
- Interior and exterior building construction work complete
- Electrical complete, plumbing almost complete, kitchen equipment purchased and being installed
- Need to purchase & install venthood, fire suppression system, & dishwasher
- Need to pay plumber when gas work is complete

# Fiscal Impact

- Income

– Funds budgeted in previous fiscal year	\$13,000
– Add'l received from City Council	\$20,000
– Funds received from EDC	\$86,685
– <b>Total</b>	<b>\$119,685</b>

# Fiscal Impact

- Expenses:
  - Building plans \$ 4,579.00
  - Fire alarm system \$ 6,800.00
  - Electrical \$15,391.29
  - Kitchen Equipment \$29,513.91
  - Building materials \$15,467.30
  - Asbestos removal \$ 2,278.00
  - **Total** **\$74,029.50**

# Fiscal Impact

- **Initial Funds** **\$119,685**
- **Total funds spent** **\$74,029.50**
- **Remaining balance** **\$45,655.50**
- **Outstanding items:**
  - Plumbing **\$20,260.07**
  - Venthhood/ansul system **\$15,575.00**
  - Dishwasher **\$ 5,000.00**
  - Total **\$ 40,835.07**
  - Project expected to be under projected budget by **\$4,820.43**

# Recommendation

- Approve ordinance authorizing a budget adjustment in the amount of \$40,836
- To complete remodel of Kinman House
- To accommodate a restaurant
  - 1<sup>st</sup> tenant to be Leon Valley Café

# S.E.E. Statement

- Social Equity – Provides an additional opportunity for all citizens to gather in a central gathering area (library, park, Community & Conference centers)
- Economic Development – Compatible with Council's goal of business retention and economic growth
- Environmental Stewardship – Provides for the reuse/recycling of an existing structure

# Kinman House Remodel Budget Adjustment

City Council Meeting  
November 1, 2016

**MAYOR AND COUNCIL COMMUNICATION**

**M&C #2016-11-01-05**

**DATE:** November 1, 2016  
**TO:** Mayor and City Council  
**FROM:** Kelly Kuenstler, City Manager  
**SUBJECT:** Consider Authorizing the City Manager to enter into a Lease Agreement and a 380 Agreement with the Leon Valley Café Company for the use of the Kinman House as a Restaurant.

**PURPOSE**

This M & C is to consider authorizing the City Manager to enter into a Lease Agreement and a 380 Agreement with the Leon Valley Café Company for the use of the Kinman House as a Restaurant.

The Kinman House property was purchased in 1998 and the home was renovated in 2007 to house the Economic Development Department. The Economic Development Department moved out of the house in November of 2015. Since that time, it has been used for City Council coffees, temporary offices, and as an event dressing area. The bakery “El Sol” considered using the facility for restaurant activities, but they were unable to secure financing. The building is currently vacant but has been remodeled through the use of both City and LVEDC funds. The building was in dire need of attention as it was deteriorating and animals were residing in the building.

The Leon Valley Café Company expressed an interest in leasing the Kinman House for use as a restaurant and entering into a 380 agreement with the City of Leon Valley. Patrons would come from their existing customer base, catering for the renters of the Community and Conference Center, Park rentals, and the general public

The conversion of the home has been accomplished through the use of a few contractors and in-house Public Works labor. Outside services were sought for foundation repair, the fire alarm system, electrical, gas relocation, and equipment purchases. In-house labor was used for the construction and the installation of equipment. Community Service Workers were used for the clean- up of the facility. If the Leon Valley Café Company is not successful at this location and moves out, the building could be rented to another restaurant.

**FISCAL IMPACT**

Funding to remodel this project was taken from the General Fund (previously approved by Council) and the LVEDC. Costs and Revenue are below:

- Renovation Costs \$114,864.57
- Revenue (lease alone year one) \$10,800
- Revenue (lease alone second year) \$21,600

Revenue (unknown)  
Revenue (unknown)

Additional Sales Tax  
3<sup>rd</sup> and subsequent year leases

**RECOMMENDATION**

It is recommended the City Council authorize the City Manager to enter into the Lease Agreement and 380 Agreement with the Leon Valley Café Company.

**S.E.E. IMPACT STATEMENT**

Social Equity – Provides an opportunity for a small business to grow. Provides an opportunity for LV taxpayers to earn revenue off of a vacant structure and additional sales tax.

Economic Development – This project is compatible with the City Council’s goal of business retention and economic growth.

Environmental Stewardship – Provides for the reuse/recycling of an existing structure.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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

**CHAPTER 380  
ECONOMIC DEVELOPMENT AGREEMENT**

**BETWEEN  
THE CITY OF LEON VALLEY, TEXAS  
AND THE LEON VALLEY CAFÉ COMPANY, RUTH SPINOSO RAMOS,  
PRESIDENT**

This Chapter 380 Economic Development Agreement (this “*Agreement*”) is entered into between Leon Valley Café Company, Ruth Spinoso Ramos, President, a Texas C corporation, its successors and assigns (the “*Lessee*”) by and through the Eduardo & Ruth Ramos, and The City of Leon Valley, Texas, a general law type A city (the “*City*”). The Lessee and City may be referred to jointly herein as “the Parties” and individually as a “Party.”

**RECITALS**

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

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), the City may establish and provide for the administration of one or more programs for making loans or grants of public money to promote State or local economic development, and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, under applicable provisions of Chapter 380 of the Texas Local Government Code, the City Council does adopt an economic development program to promote local economic development and stimulate business and commercial activity within the City limits; and

**WHEREAS**, the City Council of the City has authorized the City to make certain economic development grants in the form of repairs and remodeling to the Kinman House Development Project to the Lessee in recognition of the positive economic benefits which will accrue to the City through the Lessee’s operation of the Kinman House, located at 6417 Evers Road, Leon Valley, Bexar County, Texas, as more particularly described and/or depicted on the attached **Exhibit “A”** (the “*Property*”), as a retail project;

**WHEREAS**, the City believes that the repair and remodeling of the Property will contribute to the economic development of the City by increasing ad valorem taxes, generating sales tax and employment.

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee agree as follows:

**1.  
Authority**

The City’s execution of this Agreement is authorized by Chapter 380, *Texas Local Government Code*, and constitutes a valid and binding obligation of the City subject to the condition precedent that the Project is completed and operating as a restaurant as specified herein. The Lessee’s execution and performance of this Agreement constitutes a valid and binding obligation of Lessee if the Lessee proceeds with participating in the operation of the Project. The City acknowledges that the Lessee is acting in reliance upon the City’s performance of its obligations under this Agreement in making its decision to commit substantial resources and money to participate in the repair and remodel of the Property and Lessee acknowledges that City is acting in reliance upon Lessee’s performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

**2.  
Definitions**

As used in this Agreement, the following words or phrases shall have the following meanings:

**2.1 “Act of Default or Default”** means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. City may accept substantial compliance in lieu of full compliance by waiving in writing such Act of Default.

**2.2 “Certificate of Occupancy”** shall mean that final document issued by the City of Leon Valley, Texas, entitled “Certificate of Occupancy”, indicating that all applicable codes, regulations, and ordinances enforced by the City of Leon Valley have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

**2.3 “City of Leon Valley or City”** means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Leon Valley and Bexar County, Texas.

**2.4 “Code”** means the Leon Valley Code of Ordinances in effect on the Effective Date.

**2.5 “Designated Successors and Assigns”** shall mean (i) an entity to which Lessee assigns (in writing) all or a portion of its rights and obligations contained in this Agreement pursuant to Section 13.2, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Lessee’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the partnership interest or assets of Lessee.

**2.6 “Effective Date”** means the date this Agreement has been signed by all Parties.

**2.7 “Event of Bankruptcy or Insolvency”** shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

**2.8 “Force Majeure”** means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party’s ability to perform any act required under this Agreement.

**2.9 “Lessee”** means Leon Valley Café Company, Ruth Spinoso Ramos, President, its successors and assigns.

**2.10 “Program”** means the economic development program established by the City, as authorized by Chapter 380, *Texas Local Government Code*, to promote local economic development and stimulate business and commercial activity within the City.

**2.11 “Project”** means the Kinman House Development Project.

**2.12 “Expiration Date”** means the expiration date of the Agreement, which shall be December 31, 2017 .

### **3. Term**

This Agreement will become enforceable upon the Effective Date and will terminate on the Expiration Date or as otherwise provided for herein.

**4.**

**Development Standards**

The Project shall be designed and built in accordance with the Code.

**5.**

**City Performance Criteria**

**5.1** The City is obligated for the repair and remodel of the Kinman House and full compliance with all applicable terms and conditions contained in this Agreement.

**6.**

**Lessee's Covenants, Warranties, Obligations and Duties**

**6.1** Lessee makes the following covenants and warranties to City, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Lessee. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Lessee.

**6.2** Lessee is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

**6.3** No litigation or governmental proceeding is pending or, to the knowledge of Lessee or Lessee's officers, threatened against or affecting Lessee that may result in any material adverse change in Lessee's business, properties or operation. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

**6.4** There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and Lessee has not been informed of any potential involuntary bankruptcy proceedings.

**6.5** To its current, actual knowledge, Lessee has acquired and maintained all necessary rights, licenses, permits and authority to carry on its business in Leon Valley, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

**6.6** Lessee shall timely and fully comply with all of the terms and conditions of this Agreement.

**6.7** Throughout the term of this Agreement, Lessee shall, at its expense, maintain in full force and effect, insurance in the types and amounts required by Code.

**6.8** Employment of Undocumented Workers. During the term of this Agreement, the Lessee agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), it shall be an Act of Default under this Agreement.

**7.**

**Lessee's Performance Criteria**

**7.1** The Lessee is obligated to employ not less than fifteen (15) persons.

**7.2** The Lessee agrees to provide a 5% discount to patrons who walk to or bike to the Leon Valley Café Company in an effort to improve air quality in Leon Valley.

**7.3** The Lessee agrees to provide to the City of Leon Valley a Waiver of Sales Tax Confidentiality from the Texas State Comptroller's Office, attached hereto and incorporated herein as **Exhibit C**, allowing the city to receive monthly reports of sales and use taxes paid. This documentation shall provide evidence of a 200% increase in sales and use taxes paid for the first calendar year of the lease and a 250% increase in sales and use taxes paid for the second calendar year of the lease.

**8.**

**Intentionally Deleted**

**9.**

**Reporting and Monitoring**

**9.1** Lessee agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an Act of Default:

City shall, upon thirty (30) days' prior written notice to Lessee and during normal business hours, but in any event not more than two (2) times per calendar year, have the right to audit and inspect Lessee's records and books and all other relevant records related to each of the economic development considerations and incentives and performance requirements, as stated in this Agreement, but the confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

**10.**  
**Lessee's Liability**

**10.1** Should Lessee fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement such failure shall be an Act of Default by Lessee and, if not cured and corrected within ninety (90) days after written notice to do so, City may, in its sole discretion, terminate this Agreement and that certain Lease Agreement, executed as of the date of the execution of this Agreement. Notwithstanding the above, if such Act of Default is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be an Act of Default so long as Lessee promptly initiates and diligently and continuously attempts to cure the same, even if the same is not cured within said ninety (90) day period.

**10.2** In the event of unforeseeable third party delays or Force Majeure and upon a reasonable showing by Lessee that it has immediately and in good faith commenced and is diligently and continuously pursuing the correction, removal or abatement of such delays by using its diligent, good faith efforts, City may consent to and excuse any such delays..

**10.3** Any delay for any amount of time by City in providing notice of Default to Lessee shall in no event be deemed or constitute a waiver of such Default by City of any of its rights and remedies available in law or in equity.

**10.4** Any waiver granted by City to Lessee of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Lessee or of a subsequent Act of Default of the same act or event by Lessee.

**10.5** Should Lessee be in Default of this Agreement, as defined within this Agreement, City shall have all remedies as recited under Section 10.1.

**11.**  
**City's Liability Limitations**

Should the City fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from Lessee. Lessee specifically agrees that City shall only be liable to Lessee for rents or lease payments under that certain Lease Agreement, attorneys fees and costs of court and shall not be liable to Lessee for any alleged or actual consequential damages.

## 12. Land Use

**12.1** The Parties acknowledge that the Project shall be developed on the Property.

**12.2** Lessee agrees to comply with the Code, as amended or supplemented by this Agreement. Lessee agrees to keep outside lighting to a minimum and in accordance with a plan submitted to and approved by the Lessor. Lessee agrees to comply with the noise ordinance at all times.

**12.3** It shall be the duty and responsibility of the Lessee to ensure that the Property and the buildings and improvements located within the Project are consistently maintained in good order and condition and state of repair, including, but not limited to, sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas, community gathering areas, detention ponds, removal of accumulation of ice and snow from driveways and parking areas, and maintenance and repair of lighting fixtures and signs. The failure or refusal of Lessee to fulfill or perform any of the obligations contained in this Section 12.3 shall constitute an Act of Default. If such Act of Default shall continue without correction for a period of sixty (60) days from and after written notice from City to Lessee; provided, however if due to the nature of said obligation, the same could not be reasonably fulfilled or performed within said sixty-day (60) period exercising due diligence, an Act of Default shall not be deemed to have occurred if Lessee has been continuously, diligently pursuing the fulfillment or performance of the obligation and shall thereafter continuously and diligently proceed therewith until completion. With respect to any Act of Default under this Section 12.3, the City shall have, as its sole and exclusive remedy, the right, after such notice and cure period to cure such Act of Default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Lessee. To effectuate any such cure, City shall have the right to enter upon the Property to perform any necessary work or furnish any necessary materials or services to cure the Act of Default of the Lessee. In the event the City shall cure said Act of Default, the defaulting Lessee shall reimburse City for all reasonable and out-of-pocket costs and expenses incurred in connection with the uncured condition and such curative action within thirty (30) days of receipt of demand, together with reasonable documentation supporting the costs incurred and/or expenditures made.

## 13. Miscellaneous Provisions

**13.1 Changes in Law.** If, during the Term of this Agreement, State law applicable to municipal sales taxes, *ad valorem* taxes or hotel taxes changes and, as a result, the Chapter 380 Payments differ from the amount which would have been paid to Lessee under the laws in effect as of the Effective Date, then the City, in its sole

discretion, may adjust the Chapter 380 Payments utilizing whatever discretionary taxes and revenues are legally available to the City to be allocated to the Chapter 380 Payments. The foregoing does not require the City to use funds from other sources and/or sources that are not within the City's discretion to allocate to the Project in order to achieve the same economic benefits to both Parties, which would have resulted if the law had not changed.

**13.2 Complete Agreement/Amendment.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current Lessee of the Property. In the event that the Property shall be leased by more than one Lessee, then this Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the Lessees of sixty percent (60%) of the land area of the Property; provided, however, that so long as Lessee or its Designated Successors and Assigns have at least a ten percent (10%) Lesseeship interest in the Property, it shall be required to join in any cancellation, change, amendment or modification of this Agreement.

**13.3 Mutual Assistance/Good Faith.** The City and the Lessee each agree to act in good faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law or taxes or assessments attributable to the Property.

**13.4 Permitting.** The Parties agree to cooperate with one another to facilitate the expeditious processing of permits, including zoning application(s), subdivision applications, repair and remodel application(s) and building permit applications required for the Project.

**13.5 Representations and Warranties.** The Parties represent and warrant to one another that the Program and this Agreement are within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

**13.6 Release and Indemnification.** THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE LESSEE PURSUANT TO THIS AGREEMENT. THE LESSEE HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY" ) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE LESSEE DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST

ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE LESSEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE LESSEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OF THE CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND LESSEE, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE LESSEE SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE LESSEE'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**13.7 Force Majeure.** All obligations of Lessee and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

**13.8 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

**13.9 Termination.** If the Lessee elects not to proceed with the operation of the Project as contemplated by this Agreement, the Lessee will notify the City in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

**13.10 Notice.** Any notice or other communication ("*Notice*") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with

return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Lessees: Leon Valley Café Company  
Ruth Spinoso Ramos, President  
6525 Bandera Road  
Leon Valley, Texas 78238

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

With a copy to: City of Leon Valley  
6400 El Verde  
Leon Valley, Texas 78238  
Attn: City Attorney

All Parties may designate a different address at any time by giving Notice to the other Parties.

**13.11 Interpretation.** Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against any Party based on draftsmanship.

**13.12 Relationship of the Parties.** This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the City nor their past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the repair and remodel of the Project or the design, construction or operation of any portion of the Project.

**13.13 Applicable Law.** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Bexar County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement.

**13.14 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected and it is also the intention of the Parties 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 or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**13.15 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 paragraphs.

**13.16 No Third Party Beneficiaries.** This Agreement is not intended to nor shall it be interpreted to confer any rights, privileges or causes of action upon any third party.

**13.17 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

**13.18 Exhibits.** The following exhibits are attached to and incorporated into this Agreement for all purposes.

- Exhibit "A": Property Description
- Exhibit "B": Project Description
- Exhibit "C": Waiver of Sales Tax Confidentiality

[Signature Pages to Follow]

**After Recording, Return to:**

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

**EXECUTED** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**LEON VALLEY CAFÉ COMPANY:**

Lessee

By:

\_\_\_\_\_  
Ruth Spinoso Ramos, President

By:

\_\_\_\_\_  
Eduardo Ramos, Vice President

**CITY:**

**THE CITY OF LEON VALLEY, TEXAS**

By:

\_\_\_\_\_  
Kelly Kuentler  
City Manager

**Approved As To Form and Content:**

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

**Exhibit A**  
**PROPERTY DESCRIPTION**  
The Kinman House, 6417 Evers Road, Leon Valley, Texas

**Legal Description**

County of Bexar, County Block Number 4445F, Block 25, Lot 18, McCain Subdivision, containing approximately 0.909 acre parcel of real estate dated and recorded in the office of the Clerk of the County of Bexar, in the State of Texas, in the Deed Book , on Volume 7460, page number 2073

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

**Exhibit B**  
**PROJECT DESCRIPTION**

The Property will be the location of the Kinman House. The Kinman House will be leased to the Leon Valley Café Company, Ruth Spinoso Ramos, President, a restaurant that provides indoor and outdoor dining and casual entertainment.

Leon Valley Café Company agrees to employ not less than fifteen (15) persons.

Leon Valleyly Café Company agrees to provide to the City of Leon Valley a Waiver of Sales Tax Confidentiality from the Texas State Comptroller's Office allowing the city to receive monthly reports of sales and use taxes paid. This documentation shall provide evidence of a 200% increase in sales and use taxes paid for the first calendar year of the lease and a 250% increase in sales and use taxes paid for the second calendar year of the lease.



# LEASE AGREEMENT

***THIS LEASE*** is made as of 01/01/2017, by and between City of Leon Valley ("Lessor"), whose address is 6400 El Verde Road, Leon Valley, Texas 78238, and the Leon Valley Café Company, Ruth Spinoso Ramos, President, by and through its owners Eduardo and Ruth Ramos ("Lessee"), whose address is 6525 Bandera Road, Leon Valley, Texas 78238.

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

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

## ***USE OF PREMISES***

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

## ***LEASE TERM***

The term of this lease shall begin on January 01, 2017, and will end on January 01, 2018, at 11:59 PM (the "Term"). If the Lessee vacated the premises prior to the end of the lease term, the Lessee shall be liable for the balance amount of the lease for the remainder of the lease term.

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

### ***RENT/LEASE PAYMENT***

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

Lessee shall pay to the Lessor the annual base amount of \$10,800.00 payable in twelve (12) equal monthly installment payments of \$900.00, due and payable on the first of each month.

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

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

### ***RENEWAL TERM***

If the Lessee is not in default under the terms and conditions of this Agreement, the Lessee shall have the options to renew this Agreement for the extended term of one (1) year ("Renewal Term"). If the Lessee chooses to exercise this renewal option, the Lessee shall provide to the Lessor written notice of Lessee's intention to renew at least thirty (30) days prior to the expiration of the initial Lease Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the new annual base rate for the first year of the Renewal Term shall be \$21,600.00 payable in twelve (12) equal monthly installment payments of \$1,800.00 per month.

### ***HOLDING OVER***

Failure of the Lessee to surrender the leased premises at expiration of the lease constitutes a holding over which shall be construed as a "tenancy-at-will" or a month to month lease at the rate of \$1,800.00 per month, until such time as the Lessee completes a renewal or provides notice of intent to vacate.

### ***TRIPLE NET LEASE***

This Lease is what is generally referred to as a "net net net lease" ("triple net lease"), and it is understood that the Lessor shall receive all rent or lease payments free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition, the Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, cost, and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. All of the said

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

### ***POSSESSION***

The Lessee shall take possession of the premises on January 1, 2017, unless otherwise stipulated. The Lessor shall use due diligence to ensure Lessee is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated for the period of any delay in providing or turning over possession of the premises to the Lessee; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Lessee shall bring no claim against the Lessor for any delay in obtaining possession.

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

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

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

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

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

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

### ***OPERATING EXPENSES***

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

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

### ***ASSIGNMENT AND SUBLETTING***

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

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

### ***CONDITION OF PREMISES***

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

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

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

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

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

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

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

### ***FORCE MAJEURE***

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

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

### ***PERSONAL PROPERTY***

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

### ***ALTERATIONS***

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

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

### ***UTILITIES & SERVICES***

The Lessee shall furnish and pay for all of the following and any other utilities deemed necessary by the Lessee at the Premises:

Wi-fi, cable, water, garbage services and electricity

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

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

### ***LEGAL REQUIREMENTS***

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

### ***FIXTURES***

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

Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease.

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

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

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

### ***EMINENT DOMAIN***

In the event that the Premises are taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in the Lessee's reasonable opinion, for Lessee's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority, and the rent and other charges shall be adjusted as of the date of such taking. In such case, the Lessor shall be entitled to the proceeds of the condemnation award made to the Lessor. Nothing herein shall be construed to prevent the Lessee from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided however, that no award made to or on behalf of the Lessee shall reduce, limit, or restrict the award to the Lessor, and no allocation of the Lessor's award in condemnation shall occur. The Lessee shall have no claim against the Lessor for the value of the unexpired term of this Lease.

Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of Lessee's business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the 'Demised Premises' will first be used to restore the Premises to a position of occupancy by the Lessee. The balance of such condemnation proceeds from the Premises, if any, shall belong to the Lessor.

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

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

#### ***DEFAULT & REMEDIES***

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

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

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

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

reletting and the amount of rentals reserved hereunder and any such damage or expense from time to time which said sum Lessee agrees to pay upon demand.

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

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

#### ***DAMAGES***

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

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

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

### ***WAIVER***

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

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

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

### ***GOVENING LAWS***

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

### ***COMPLIANCE WITH LAWS AND REGULATIONS***

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

### ***NOTICES***

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

***SUCCESSORS***

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

***QUIET POSSESSION***

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

***BANKRUPTCY***

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

***PRIOR AGREEMENTS SUPERSEDED***

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

***AMENDMENT***

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

***ADDITIONAL INSTRUMENTS***

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

***ENTIRE AGREEMENT***

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

*IN WITNESS WHEREOF*, said parties hereunto subscribe their names.

***LESSOR – CITY OF LEON VALLEY, a Texas municipal corporation***

**By:** \_\_\_\_\_ (Date) \_\_\_\_\_  
**KELLY KUENSTLER, CITY MANAGER**  
*Lessor Telephone:* 2106841391  
*Lessor Email:* [K.kuenstler@leonvalleytexas.gov](mailto:K.kuenstler@leonvalleytexas.gov)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**DENISE FREDERICK, CITY ATTORNEY**

***LESSEE – LEON VALLEY CAFÉ COMPANY, RUTH SPINOSO RAMOS, PRESIDENT***

**By:** \_\_\_\_\_ (Date) \_\_\_\_\_  
\_\_\_\_\_  
**RUTH SPINOSO RAMOS, PRESIDENT**  
\_\_\_\_\_  
**EDUARDO RAMOS, VICE PRESIDENT**  
*(210) 563-3094*  
*leonvalleycafe@att.net*

**MAYOR AND COUNCIL COMMUNICATION**

**DATE:** November 1, 2016 **M&C # 2016-11-01-06**  
**TO:** Mayor and Council  
**FROM:** Kelly Kuenstler, City Manager  
**SUBJECT:** Discussion of Proposed Town Hall Agenda

**PURPOSE**

The Purpose of this discussion is to review a draft agenda and approve a final agenda for the 2017 Leon Valley Town Hall Meeting currently scheduled for January 28, 2017. Items contained in the draft agenda have been collected throughout the 2016 calendar year as mentioned during city council meetings or other public meetings.

**FISCAL IMPACT**

The cost will be \$450 for Dr. Francine S. Romero to moderate the event. There could be future fiscal impacts as well depending on what the citizenry decide on at the annual meeting.

**RECOMMENDATION**

Approve an agenda for the January Leon Valley Town Hall Meeting.

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

APPROVED WITH THE FOLLOWING AMENDMENTS:

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

ATTEST:

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



## Town Hall Agenda

2017

1. Update from last year's meeting (K. Kuenstler)
2. Waste Management Contract (Mayor)
3. Drainage (Mayor)
4. Capital Works/ Needs Assessment for Community (drainage, Public Works) (LV City Council/Public)
5. 20 MPH on all city streets (LV City Council/Public)
6. Red Light Cameras (LVPD, Police Advisory Committee)
7. Other Items (Mayor, Council, Citizens)

Proposed

02/21/2017

BEAUTIFICATION COMMITTEE MEETING  
City of Leon Valley

September 21, 2016

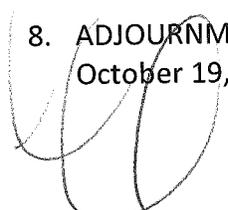
SUBJECT: Minutes of Meeting

1. **OPENING OF MEETING:** The Secretary, due to a conflict with the Chair's schedule, opened the meeting at 4:25 p.m. on September 21, 2016 at the Leon Valley Fire Department.
2. **ATTENDANCE:**  
Members Present: Lupe Carpio, Donna Charles, Belinda Ealy, Jean Johnson, Carrie Macias, Chris Riley, Vickie Wallace, Carolyn Diaz, Shirley Jonas  
Members Absent: Lyn Joseph  
Guests Present: None
3. **APPROVAL OF MINUTES:** The minutes of last meeting, July 20, 2016, were approved as distributed by email.
4. **UPDATE ON AGENDA ITEMS:**
  - **USE OF BEAUTIFICATION COMMITTEE FUNDS:** Ms. Charles reported that the cactus have been purchased and installed at City Hall. There were general comments as to how they fit in to the rest of the plantings and the building. The members were satisfied with the purchase and outcome.
  - **PURCHASE OF CHRISTMAS RIBBON TO REFRESH AND COMPLETE HOLIDAY WREATHS:** Ms. Charles reported that she and Ms. Wallace purchased ribbon to refresh last year's wreaths and to complete this year's. She will finish the wreaths and return them to Public Works.
  - There was a discussion about the time of placing the wreaths on the monuments and at City Hall. The members agreed that early in the week of Thanksgiving would be idea so Public Works will be notified.
  - **DISTRIBUTION OF SEED PACKETS:** Ms. Ealy reported that she took the seed packets left over from 4<sup>th</sup> of July to City Hall for distribution to customers.
5. **RAIN GARDEN:** Ms. Ealy reported that grants for the Rain Garden are unlikely as the intended area is not over the recharge zone. Plantings of trees are also on hold as the trees will not arrive until January or March 2017.  
  
Mayor Riley suggested a trip to a Butterfly Garden at the UT Heath Science Center. She will set up the trip when the weather is cooler.
6. **GENERAL DISCUSSION NEIGHBORHOOD RENEWAL PROGRAM:** There was a general discussion about the selection of property and outcome of the second Neighborhood Renewal Project. The homeowner was very surprised and appreciative of the assistance and attended the City Council Meeting to thank everyone. Ms. Macis reported that everyone who helped performed an outstanding job transforming this property.

7. MEMBERS' EMAILS:

Lupe Carpio	<a href="mailto:dcarpio65@att.net"><u>dcarpio65@att.net</u></a>
Donna Charles	<a href="mailto:donna.charles@sbcglobal.net"><u>donna.charles@sbcglobal.net</u></a>
Carolyn Diaz	<a href="mailto:CJD44@hotmail.com"><u>CJD44@hotmail.com</u></a>
Belinda Ealy	<a href="mailto:msg8111@msn.com"><u>msg8111@msn.com</u></a>
Jean Johnson	<a href="mailto:satjean1@earthlink.net"><u>satjean1@earthlink.net</u></a>
Shirley Jonas	<a href="mailto:shirleyjonas1961@yahoo.com"><u>shirleyjonas1961@yahoo.com</u></a>
Lyn Joseph	<a href="mailto:lynjille@aol.com"><u>lynjille@aol.com</u></a>
Carolina Macias	<a href="mailto:maciascarrie@icloud.com"><u>maciascarrie@icloud.com</u></a>
Chris Riley	<a href="mailto:mayorriley@leonvalleytexas.gov"><u>mayorriley@leonvalleytexas.gov</u></a>
Vickie Wallace	<a href="mailto:v.wallace@leonvalleytexas.gov"><u>v.wallace@leonvalleytexas.gov</u></a>

8. ADJOURNMENT: The meeting adjourned at 5:05 p.m. The next meeting is scheduled for October 19, 2016 at 4:15 p.m. at the Leon Valley Fire Department.



Vickie Wallace  
Secretary