

THE VILLAGE OF SAN LEANNA
AGENDA
Regular Board of Aldermen Public Meeting
Thursday, May 21, 2020
7:00 p.m. – Video Conference Call

MEETING PARTICIPATION DETAILS:

Topic: Regular Meeting – Board of Aldermen – May 2020
Time: May 21, 2020 7:00 PM Central Time

villageofsanleanna.my.webex.com
Meeting number (access code): 126 606 1084
Meeting password: 052020

Dial in by phone: 408-418-9388
Meeting number (access code): 126 606 1084
Meeting password: 052020

A. MEETING CALLED TO ORDER

Roll call
Approval of minutes: Regular B of A Meeting April 16, 2020

B. CITIZENS' COMMUNICATION

1. Jay Howard, Texas Disposal Systems
2. Citizen Communication

C. ITEMS SCHEDULED FOR ACTION

1. Consideration of cooperation agreement extending Village of San Leanna participation in the Travis County Community Development Block Grant Program.
2. Consideration to obtain a quote to repair drainage improvements in drainage easement at 11401 Hunting Creek.
3. Consideration of driveway application for 11300 Lake Drive.
4. Consideration of placement and cost proposal for additional speedbumps on Sunset Dr and San Leanna Dr.
5. Discussion and possible action pertaining to the proposed extension of Wayne Riddell Loop to South 1st Street at 10801 Wayne Riddell Loop.
6. Review and approve financial report for April 2020.

D. ITEMS FOR DISCUSSION

1. Discussion of updates pertaining to Capital Metro Build Texas Cities Program funding and sales tax allocations.
2. Discussion of Village of San Leanna building inspection services and service providers.
3. Discussion of proposed amendments to Zoning Ordinance No. 13-001, including adoption of building code

E. REPORTS AND INFORMATION

1. **Mayor's Report**..... Updates re: meeting/symposium attendance
2. **Zoning Report**..... Certificate of Occupancy: none
New building permits: none
Active Building permits: 715 River Oaks Dr – New Home, 11511 Hunting Creek – pool, 11410 Circle Dr – deck on accessory building, 500 River Oaks Dr – accessory

building, 11300 Lake Dr – new home, 11306 Circle Dr – accessory building extension

- 3. **Administrative Report**... surveys/reports, administrative updates, upcoming seminars/trainings
- 4. **Roads**..... Current road maintenance needs, road improvement projects, street signs, speed humps
- 5. **Public Affairs**..... newsletter, Community events
- 6. **Public Safety**..... Neighborhood Watch, NNO, public safety information, street lights
- 7. **Water**..... Water system info, drought status, Burn Ban info
- 8. **Environmental**..... Tree Care Program, mowing/trimming, trash/recycling, burn piles, drainage info, flood prevention

F. ADJOURNMENT

**** ALL ITEMS SPECIFICALLY MENTIONED SEPARATE FROM EXECUTIVE SESSION
MAY HAVE ACTION TAKEN ****

The Board of Aldermen of the Village of San Leanna reserves the right to adjourn into executive session at any time to discuss any of the matters listed above, as authorized by 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 551.086 (Economic Development).

Posted _____ May 18, 2020

Rebecca Howe, Village Administrator

THE VILLAGE OF SAN LEANNA
MINUTES
Regular Board of Aldermen Public Meeting
Thursday, April 16, 2020
7:00 p.m. – Video Conference Meeting

A. MEETING CALLED TO ORDER

Present: Molly Quirk, Helen Rockenbaugh, Becky Mullan, Danny Villarreal, Mary Wright

Charlie Burks was not present.

Becky Mullan moved to approve minutes of Special B of A Meeting and Public Hearing on March 24, 2020 as written; Helen Rockenbaugh seconded; motion carried with a vote of 4 in favor – 0 opposed.

B. CITIZENS' COMMUNICATION

C. ITEMS SCHEDULED FOR ACTION

1. Rebecca Howe reported that she had not been able to gather enough information for council to consider obtaining a quote to repair drainage improvements in drainage easement at 11401 Hunting Creek. Helen Rockenbaugh moved to table; Danny Villarreal seconded; motion carried with a vote of 4 in favor- 0 opposed.
2. Rebecca Howe reported that she had not received the quote from DNZ Landscaping for drainage improvements on River Oaks Dr and in the big ditch. Danny Villarreal moved to approve any quote from DNZ Landscaping for the drainage improvements on River Oaks Dr and in the big ditch provided that it was under \$18,000, reflecting the price outlined in the estimate of probable cost from Southwest Engineers ; Mary Wright seconded; motion carried with a vote of 4 in favor- 0 opposed.
3. No action was taken on the placement and cost proposal for additional speedbumps on Sunset Dr and San Leanna Dr.
4. Helen Rockenbaugh moved to suspend late fees on all water accounts during the COVID-19/Coronavirus pandemic; Danny Villarreal seconded; motion carried with a vote of 4 in favor – 0 opposed
5. Danny Villarreal moved to approve the financial report for March 2020 as written; Helen Rockenbaugh seconded; motion carried with a vote of 4 in favor – 0 opposed

E. ITEMS FOR DISCUSSION

1. Council briefly discussed updates pertaining to federal, state, and local response to COVID-19/Coronavirus.

F. REPORTS AND INFORMATION

1. Mayor's Report: Mayor Quirk's reported on updates from the State and County on COVID-19 updates and the front porch portrait project.

Linda Barrett reported on new permits at 715 River Oaks and existing permits remained in place at 500 River Oaks Dr, 11300 Lake Dr, 501 Hacienda, 11306 Circle Dr, and 11410 Circle Dr, 11511 Hunting Creek Ln. Mrs. Barrett reported that the property owners at 715 River Oaks and 11300 Lake Dr still working on plans for driveways.

2. Administrative: Village Administrator, Rebecca Howe, gave an update on specifics regarding back up emergency planning for the water system and reported that she was working on developing issues around COVID-19 as well as day-to-day Village tasks. Ms. Howe reported that she attended a webinar regarding short term rentals and would be attending a webinar on Tax Rate and Budgeting the coming week.
3. Roads: Danny Villarreal reported that he would getting quotes on some small road repairs around the Village. There was a brief discussion of cleaning street signs as well as a complaint regarding a pecan tree in a drainage ditch on Sunset Dr that would need to be removed.

There was a brief discussion of a hypoxylon outbreak along San Leanna Dr and Circle Dr – a fungal infection affecting Red Oak trees. Several trees had already been removed and the Village Arborist, Dane Avery was working with homeowners in the area to contain the spread where possible.

4. Public Affairs: Helen Rockenbaugh reported on plans for the 50th anniversary celebration and council discussed potential ideas for offering Village of San Leanna clothing items for purchase.
5. Public Safety: Becky Mullan reported a quiet month for Public Safety with only one report on Hacienda Dr.
6. Water: Mary Wright reported on the drought status and the status of the water system. The Aquifer District was in Stage 1/No Drought Status with a voluntary 10% conservation period in place. The City of Austin was in Conservation Stage. Mary Wright reported that the water system was running smoothly and that well levels had fallen 1.7 ft since the previous month, to a level of 110.1 ft. The burn ban was off and the water system was running smoothly.
7. Environmental: Charlie Burks was not present to report but environmental updates had been covered throughout the meeting .

G. ADJOURNMENT

Danny Villarreal moved to adjourn the meeting; Helen Rockenbaugh seconded; meeting adjourned at 7:43 p.m.

Deterioration around the drainage pipe on the empty lots adjacent to and owned by the property owner at 11401 Hunting Creek is marked with pink flags.

Photos will follow in supplemental material.

Barring conflicting professional opinion from contractor, this is a maintenance project, not an engineering project, much like the pipe repair under the Ridge Dr bridge over the big ditch.

**VILLAGE OF SAN LEANNA
GENERAL FUND REPORT
4-1-2020 -- 4-30-2020**

REVENUES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>CURRENT MONTH</u>	<u>YTD. BEG. CURRENT MO</u>	<u>YTD. END OF CURRENT MO</u>	<u>DIFFERENCE</u>	<u>AMENDED BUDGET</u>
101	PROPERTY TAXES	\$477.67	\$172,641.79	\$173,119.46	(\$8,119.46)	\$165,000.00
102	FRANCHISE TAXES	\$50.65	\$13,528.14	\$13,578.79	\$1,421.21	\$15,000.00
103	INTEREST	\$261.90	\$4,997.32	\$5,259.22	\$740.78	\$6,000.00
104	BUILDING PERMITS	\$740.00	\$2,960.00	\$3,700.00	(\$700.00)	\$3,000.00
105	CAPITAL METRO	\$0.00	\$0.00	\$0.00	\$28,000.00	\$28,000.00
106	MISCELLANEOUS	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00
109	TRANSFER FROM RESERVE	\$0.00	\$0.00	\$0.00	\$219,059.00	\$219,059.00
<u>TOTALS:</u>		\$1,530.22	\$194,627.25	\$196,157.47	\$240,401.53	\$436,559.00

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>CURRENT MONTH</u>	<u>YTD. BEG. CURRENT MO</u>	<u>YTD. END OF CURRENT MO</u>	<u>DIFFERENCE</u>	<u>AMENDED BUDGET</u>
112	ROAD MAINTENANCE	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
113	CITY ADMINISTRATOR	\$2,777.78	\$16,838.84	\$19,616.62	\$13,717.38	\$33,334.00
114	TML INSURANCE	\$695.00	\$1,390.00	\$2,085.00	\$715.00	\$2,800.00
115	LEGAL	\$120.50	\$970.33	\$1,090.83	\$2,909.17	\$4,000.00
116	TAXES	\$343.50	\$2,044.52	\$2,388.02	\$2,111.98	\$4,500.00
117	ENVIRONMENTAL MAINTENANCE	\$1,525.00	\$2,665.00	\$4,190.00	\$7,810.00	\$12,000.00
118	PUBLIC INFORMATION	\$0.00	\$1,898.02	\$1,898.02	\$401.98	\$2,300.00
119	AUDIT	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
120	SECURITY LIGHTS	\$256.30	\$1,535.77	\$1,792.07	\$1,707.93	\$3,500.00
121	OFFICE EXPENSES	\$605.76	\$2,334.06	\$2,939.82	\$860.18	\$3,800.00
122	ORG. MEMBERSHIP DUES	\$0.00	\$645.00	\$645.00	\$355.00	\$1,000.00
123	APPRAISALS	\$0.00	\$381.50	\$381.50	\$443.50	\$825.00
124	BUILDING INSPECTIONS	\$165.00	\$1,610.00	\$1,775.00	\$1,225.00	\$3,000.00
125	MISCELLANEOUS	\$25.00	\$509.69	\$534.69	\$465.31	\$1,000.00
126	ARBORIST	\$1,000.00	\$6,040.00	\$7,040.00	\$5,960.00	\$13,000.00
127	ROAD IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$184,000.00	\$184,000.00
128	COUNCIL EXPENSES	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00
129	PUBLIC AFFAIRS	\$0.00	\$839.41	\$839.41	\$4,160.59	\$5,000.00
130	COMMUNITY CENTER	\$69.53	\$868.16	\$937.69	\$1,262.31	\$2,200.00
131	ENGINEER	\$0.00	\$600.00	\$600.00	\$900.00	\$1,500.00
132	FLOOD PREVENTION	\$0.00	\$2,400.00	\$2,400.00	\$127,600.00	\$130,000.00
133	EMPLOYEE REIMBURSEMENT	\$0.00	\$206.92	\$206.92	\$293.08	\$500.00
134	HEALTH DEPT. CONTRACT	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
135	PUBLIC SAFETY	\$0.00	\$232.86	\$232.86	\$267.14	\$500.00
136	ADVISOR	\$127.22	\$1,076.27	\$1,203.49	\$4,796.51	\$6,000.00
<u>TOTALS:</u>		\$7,710.59	\$51,586.35	\$59,296.94	\$377,262.06	\$436,559.00

**VILLAGE OF SAN LEANNA
WATER FUND REPORT
4-1-2020 -- 4-30-2020**

REVENUES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>CURRENT MONTH</u>	<u>YTD. BEG. CURRENT MO</u>	<u>YTD. END OF CURRENT MO</u>	<u>DIFFERENCE</u>	<u>AMENDED BUDGET</u>
201	WATER BILLING	\$11,795.57	\$68,912.43	\$80,708.00	\$44,292.00	\$125,000.00
202	WATER TAP FEES	\$0.00	\$0.00	\$0.00	\$4,800.00	\$4,800.00
203	METER DEP/CONNECT FEES	\$150.00	\$750.00	\$900.00	\$100.00	\$1,000.00
204	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
205	TRANSFER FROM RESERVE	\$0.00	\$0.00	\$0.00	\$46,931.50	\$46,931.50
<u>TOTALS:</u>		\$11,945.57	\$69,662.43	\$81,608.00	\$96,223.50	\$177,831.50

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>CURRENT MONTH</u>	<u>YTD. BEG. CURRENT MO</u>	<u>YTD. END OF CURRENT MO</u>	<u>DIFFERENCE</u>	<u>AMENDED BUDGET</u>
210	WATER OPERATOR	\$2,138.41	\$12,830.46	\$14,968.87	\$10,692.13	\$25,661.00
211	DISTRICT FEES	\$0.00	\$3,034.60	\$3,034.60	\$2,965.40	\$6,000.00
212	MAINTENANCE/REPAIR	\$381.51	\$22,932.70	\$23,314.21	\$21,685.79	\$45,000.00
213	ELECTRICITY	\$504.76	\$3,318.24	\$3,823.00	\$3,477.00	\$7,300.00
214	BOOKKEEPER	\$1,388.89	\$8,419.39	\$9,808.28	\$6,858.72	\$16,667.00
215	BILLING SUPPLIES	\$70.00	\$532.50	\$602.50	\$997.50	\$1,600.00
216	METER READER	\$150.00	\$902.30	\$1,052.30	\$747.70	\$1,800.00
217	METER REFUNDS	\$100.00	\$200.00	\$300.00	\$400.00	\$700.00
218	MISCELLANEOUS	\$0.00	\$12.00	\$12.00	\$88.00	\$100.00
219	DEBT SERVICE	\$0.00	\$4,551.78	\$4,551.78	\$39,551.72	\$44,103.50
220	CITY OF AUSTIN CONTRACT	\$0.00	\$2,600.00	\$2,600.00	\$1,300.00	\$3,900.00
221	CITY OF AUSTIN WATER	\$1,666.25	\$10,263.74	\$11,929.99	\$13,070.01	\$25,000.00
222	LOAN PREPAYMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$6,399.82	\$69,597.71	\$75,997.53	\$101,833.97	\$177,831.50

CHECKING ACCOUNT BALANCE:

BEGINNING BALANCE	\$59,565.75	\$73,041.54
TOTAL REVENUES	\$13,475.79	
TRANSFER-TEXPOOL	\$0.00	
TOTAL EXPENSES	\$14,110.41	
TRANSFER-TEXPOOL	\$0.00	
INTEREST RET-TEXPOOL	\$261.90	\$14,372.31
ENDING BALANCE		\$58,669.23
CHECKBOOK BALANCE		\$58,669.23

TEXPOOL BALANCE:

BEGINNING BALANCE	\$700,017.76
DEPOSITS	\$0.00
INTEREST	\$261.90
TOTAL	\$700,279.66
WITHDRAWALS	\$0.00
ENDING BALANCE	\$700,279.66

**VILLAGE OF SAN LEANNA
FINANCIAL REPORT
4-1-2020 -- 4-30-2020**

FUND BALANCES

	<u>PREVIOUS MONTH</u>	<u>CURRENT MONTH</u>
<u>BOND DEBT BALANCE</u>	\$345,000	\$345,000
<u>WATER FUND:</u>		
LOAN PAYMENT RESERVE	\$45,000	\$45,000
LOAN PREPAYMENT RESERVE (payable in August 2020)	\$26,514	\$26,514
OPERATION/EMERGENCY RESERVE	<u>\$118,543</u>	<u>\$118,543</u>
TOTAL WATER RESERVE	\$190,057	\$190,057
<u>ROAD FUND:</u>		
RESTRICTED CAPITAL METRO	\$28,040	\$28,040
RESERVE FOR PROJECTS	<u>\$105,000</u>	<u>\$105,000</u>
TOTAL ROAD RESERVE	\$133,040	\$133,040
GENERAL FUND CONTINGENCY	\$50,000	\$50,000
CURRENT BUDGET RESERVE	<u>\$143,106</u>	<u>\$142,471</u>
<u>TOTAL ALL RESERVED FUNDS</u>	\$516,203	\$515,568
TOTAL TEXPOOL AND CHECKBOOK	\$759,584	\$758,949
LESS TOTAL RESERVED	<u>\$516,203</u>	<u>\$515,568</u>
<u>UNALLOCATED AVAILABLE FUNDS</u>	\$243,381	\$243,381

PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this 15 day of May, by and between Village of San Leanna _____, hereinafter referred to as the "Jurisdiction" and Eileen Merritt, Inc. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as "Inspector," is understood and agreed to be as set forth herein:

1. **Description of Services.** The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
 - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of "Building Official" and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law. The parties agree and acknowledge that this agreement is for building inspection and building official services rather than the type of engineering services described in Sec. 2254.004, Texas Government Code.
 - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment "A" "Inspection Scheduling Procedures."
 - ii. The Inspector, as the Jurisdiction's agent, will help assure (upon request) compliance with the adopted *International Energy Conservation Code* (IECC) to include performance of *ResCheck* calculations and Duct Blaster and Blower Door testing of each new residence. Others shall perform commercial calculations and testing.
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meeting of the Jurisdiction's Council, when requested by a Council Member or other Jurisdictional Official; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
 - v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of



the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the *International Code Council* (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.

- vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
- vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.

- c) **Payment for Services.** The Jurisdiction will employ the Inspector for the following fee structure:

International Energy Conservation Code Compliance(Upon Request)

ResCheck calculations and Duct Blaster and Blower Door Testing: \$285* per home with \$35 for each HVAC system or zone. Failed testing requiring a retest to be paid directly by applicant.

*Note: Homes 4,000 square feet or greater shall be quoted by project.

Residential inspections: new construction or additions –

Rescheck	\$55.00
PreConstruction Site/Temporary electrical service	\$55.00
Plumbing rough-in/ foundation layout	\$55.00
Water/ sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough-in)	\$55.00
Sheathing Inspection	\$55.00
Re-frame and Insulation inspections	\$55.00
Lath and Masonry Tie	\$55.00
Wallboard inspection	\$55.00
Gas test/Electrical service inspection	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Post Construction Site Review	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition and other ordinance verification	\$55.00 ea.
Re-inspections for Residential	\$55.00 ea.
Remodeling/alterations to existing structure	\$55.00 ea.

Multi-family: by proposal

Plan Reviews:

Residential: new construction or additions	\$75.00 per project*
Multi-family: new construction or additions	By Proposal

*If requested, an estimate for number of hours shall be forwarded to Jurisdiction and confirmation of fee by Jurisdiction will be made prior to commencing the plan review.

*Note: Residential fee is based upon a standard 1-hour plan review. Fee may vary for larger, complex homes requiring longer review time. Jurisdiction will be notified prior to plan review if fee variance applies.

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Code enforcement – nuisance abatement, abandoned/ unsafe housing inspections and reports billed on an hourly rate of \$75.00 per hour.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction: \$25.00 up to first 10 pages. \$3.00 per page thereafter.

Request for the inspection may be made by telephone, fax or email. Upon notification, Inspector will honor the request within one (1) business day.

Request for plan review services may be made by telephone, fax or email. Upon notification, construction document submittals will be picked up or arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.

Inspector shall invoice the Jurisdiction’s agent bi-weekly for each inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.



2. **Termination.** Either party may terminate this Agreement by giving ten (10) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
3. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The Jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
4. **Employees.** Inspector's employees, if any, who perform services for the Jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector's employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspectors staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
5. **Insurance.** Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector's performance and furnishing of services, whether such services are provided by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.
6. **Indemnification.** Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
7. **Assignment.** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
8. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

Village of San Leanna
P.O. Box 1107
Manchaca, Texas 78652
Tel: (512) 280-3898

If for Inspector:

ATS Engineers, Inspectors & Surveyors
4910 West Hwy 290
Austin, Texas 78735
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

9. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
10. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
11. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.
12. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
13. **Applicable Law.** The laws of the State of Texas shall govern this Agreement.
14. **Venue:** Travis County shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.



eileen merritt, inc.'s

ATS

Engineers | Inspectors | Surveyors

Parties to the Service Agreement:

Jurisdictional Representative
Village of San Leanna

By: _____

Printed Name: _____

Title: _____

Inspector Service Provider
Eileen Merritt, Inc. ATS Engineers, Inspectors & Surveyors

By: _____

Printed Name: Brad Schubert

Title: Chief Operating Officer _____

Attachment "A"

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via facsimile or email to ATS prior to 5:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is inspections@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or fax inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection needed. Passed inspections allow construction to proceed to the next ordinance(s). Failed inspections shall be remedied and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction.

Pre-Construction Site Evaluation:

- ❑ Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- ❑ Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- ❑ Meter base and panel set per code with regard to under-ground or over-head electrical connection.
- ❑ Ground-fault circuit protection on all 120-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

Plumbing Rough-In and Layout Inspection

- ❑ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ❑ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.



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- ❑ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ❑ All drain and waste piping installed with slope required for pipe size.
- ❑ Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

- ❑ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ❑ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- ❑ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ❑ Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ "UFER" ground wire bonded to reinforcing steel.

Frame Inspection

- ❑ Frame Inspection
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation an/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- ❑ Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all other concealed components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

- ❑ To be completed prior to the application of masonry. This inspection is intended to evaluate the wind bracing elements required by the adopted code.



Re-Frame & Insulation Inspection

- ❑ Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- ❑ To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the *International Energy Conservation Code* are enforced.

Lath and Masonry Tie Inspection

- ❑ Lath inspections are to be completed when the lath is completed. Brick tie inspections are to be called when the masonry veneer is in progress.

Wallboard

- ❑ To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

- ❑ Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is conducted on gas piping to verify tightness of system.
- ❑ Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street.

IECC Energy Compliance Duct Blaster and Blower Door Testing

- ❑ International Energy Compliance Code (IECC) Duct Testing: **To be completed by ATS Engineers, Inspectors & Surveyors.** ATS will perform a duct blaster and blower door test. Applicant is responsible for cost of failed testing. Testing is not required for remodeling projects when the existing ductwork is unaltered.

Final Inspections

- ❑ Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- ❑ Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- ❑ Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- ❑ Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

**PROPOSED AMENDMENTS TO ZONING ORDINANCE NO. 13-001
(additions, deletions, or changes high-lighted in yellow)**

1. Specify that recreational type vehicles may not be used for the purpose of operating a home occupation:

SECTION 3. DEFINITIONS

(B) Specific Definitions

(8) Home Occupation: An occupation carried on in a dwelling unit, or in an accessory building to a dwelling unit, by a resident of the premises, which occupation is clearly incidental and secondary to the use of the premises for residential purposes. **A home occupation may not be carried on in a recreational type vehicle parked on a lot.**

and

SECTION 6. AUTHORIZED TYPES OF STRUCTURES IN SINGLE-FAMILY DWELLING DISTRICT

(B) Recreational type vehicles are allowed in the Village but shall not be inhabited, or set up as a dwelling either permanently or temporarily, **or used for the operation of a home occupation.**

2. Delete requirement for tie downs for portable accessory buildings (this is not required by code nor is it inspected by ATS or PDG for any structure smaller than 300 sq. ft.):

SECTION 3. DEFINITIONS

(B) Specific Definitions

(13) Portable Accessory Building:
A building up to one hundred and twenty (120) square feet in size, on skids, not axles, **and secured firmly to the ground.**

and

SECTION 12. REQUIREMENTS FOR PORTABLE ACCESSORY STRUCTURES

(C) Construction:

(1) A portable accessory structure must:

- (a) be of new construction or structurally sound construction, as determined by the inspection company;
- (b) have a roof pitch of 1/12 or greater;

- (c) be on skids and not have capabilities of axles;
- (d) be painted or sealed, if wood or wood products; and
- (e) be secured firmly to the ground.

and

SECTION 14. DECKS AND/OR PORCH OR SHED/PATIO TYPE ROOFS

- (A) Decks and/or porch or shed/patio type roofs, when attached to a residence or an accessory building, require a permit. They will be inspected for structural soundness.
- (B) Patio type roofs, when used as carports, require a permit (see accessory buildings).
- (C) Decks, when used as an above-ground pool surround, not attached to any building, do not require an additional permit or inspection. ~~However, they must be secured firmly to the ground, just as an accessory building.~~

3. Increase the minimum lot size required by the Travis County Health Department from $\frac{3}{4}$ acre to one full acre per their regulation amendment on February 23, 2015:

SECTION 7. LOT AND YARD REQUIREMENTS FOR SINGLE-FAMILY DWELLINGS

- (A) The lot on which a single-family dwelling is to be built shall meet the following requirements:
 - (1) Property within the Village shall be divided or subdivided into lots of a size not less than ~~three quarters (3/4) of an acre~~ one (1) acre, for septic purposes as required by the Travis County Health Department as of ~~September 1, 2000~~ (date this amendment is adopted). Village lot size requirements may change if Travis County Health Department requirements are modified.
 - (2) Nothing in this Ordinance shall be construed to prevent construction, which is not in violation with other provisions of the Ordinance, on a lot of less than ~~32,670 square feet (3/4 of an acre)~~ 43,560 square feet (one (1) acre), **IF** such lot had been subdivided prior to April 17, 1973.

4. Clarify language for accuracy and consistency regarding setback requirements for SFR's:

SECTION 7. LOT AND YARD REQUIREMENTS FOR SINGLE-FAMILY DWELLINGS

- (B) The lot on which a single-family dwelling is to be built shall meet the following yard requirements:

(1) There shall be a front yard with a depth of not less than thirty (30) feet from the front lot line to the single-family dwelling foundation. Where lots have double frontage (ex. a corner lot) running from one street to another, the required front yard shall be provided on both streets.

(2) There shall be a side yard on each side of the lot with a depth of not less than ten (10) feet from the side **property lot** line to the single-family dwelling foundation. A side yard adjacent to a side street shall not be less than thirty (30) feet from the **street side lot line** to the foundation.

(3) There shall be a rear yard having a depth of not less than ten (10) feet from the rear **property lot line** to the single-family dwelling foundation.

5. Update cost of reinstallation of electric meter by PEC if necessary (waiting for info from PEC on current cost):

SECTION 8. CONSTRUCTION REQUIREMENTS FOR SINGLE-FAMILY DWELLINGS

(I) Builders may not allow their electrician to change the construction loop to permanent power – the meter will be removed, and the builder will be fined **one hundred dollars (\$100.00), of which seventy-five dollars (\$75.00)** will be paid to PEC for reinstallation and twenty-five dollars (\$25.00) will be paid to the Village for administrative costs

6. Amend the hours allowed for construction – Rollingwood allows construction between the hours of 7:00 a.m. and 7:00 p.m. on weekdays only; many cities limit construction based on distance from the nearest residential unit (between 300 – 600 ft. distance):

SECTION 8. CONSTRUCTION REQUIREMENTS FOR SINGLE-FAMILY DWELLING

(L) Construction will be allowed between the hours of **6:00 a.m. and 8:00 p.m. only** (possible suggestion of 7:00 a.m. and 7:00 p.m. on weekdays only).

7. The current dates of codes enforced by ATS need to be specified for each and adopted as such below – waiting for info from ATS):

SECTION 15. CONSTRUCTION CODES AND BUILDING PERMITS

(A) This Ordinance adopts by reference, except as otherwise provided by this Ordinance, the following codes, as amended, for the purpose of governing the construction, replacement, alteration, remodeling, removal, renovation, and demolition of buildings and other structures in the Village:

- (1) The International Residential Code for One and Two-Family Dwellings (year);
 - (2) The National Electrical Code (NEC) (year);
 - (3) The Uniform Plumbing Code (year); and any other necessary codes per ATS (will be specified)
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8. A new section regarding the installation of solar panels is being developed (regarding permitting, required inspections for electrical, etc.)

9. Possible additions to the section regarding rain water collection systems are being developed (limiting the number of large cisterns by size, capacity, and acreage of lot; maximum size before a cistern is considered an accessory structure -- any other suggestions from Council are welcome)

10. Possible new section regarding short-term rentals of houses/guest houses (Airbnb issue)