

THE VILLAGE OF SAN LEANNA
AGENDA
Regular Board of Aldermen Public Meeting & Public Hearing
Thursday, May 18, 2023
7:00 pm – Community Center – 11906 Sleepy Hollow Rd

A. MEETING CALLED TO ORDER

Roll call
Approval of minutes: Special B of A Meeting ... April 25, 2023

B. CITIZENS’ COMMUNICATION

- 1. Cahir Doherty, Arborist
- 2. Citizens’ Communication

C. PUBLIC HEARING

- 1. Presentation of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the construction of a garage/storage building with no electricity or plumbing to the side and slightly to the front of the main residence at 500 San Leanna Dr.
- 2. Citizen Comments.

**** NO ACTION MAY BE TAKEN AT A PUBLIC HEARING ****

**** RESUME REGULAR MEETING ****

D. ITEMS SCHEDULED FOR ACTION

- 1. Consideration to approve continued participation in the Travis County Community Development Block Grant program.
- 2. Consideration of action to temporarily close San Leanna Dr to incoming and outgoing traffic at Katy Ln.
- 3. Review and approve financial report for April 2023.

E. ITEMS FOR DISCUSSION

- 1. Preliminary discussion of plans and proposals for the FY23-24 budget cycle.

F. REPORTS AND INFORMATION

1. Mayor’s Report	.....	Updates re: meeting/symposium attendance
2. Zoning Report	.....	To be discussed
3. Administrative Report	.....	surveys/reports, administrative updates
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, drainage info, flood prevention
8. Environmental	.....	Tree Care Program, mowing/trimming, trash/recycling, burn piles

G. 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 15, 2023

Rebecca Howe, City Administrator

**THE VILLAGE OF SAN LEANNA
MINUTES**

Regular Board of Aldermen Public Meeting
Tuesday, April 25, 2023

7:00 p.m. – Community Center – 11906 Sleepy Hollow Dr

A. MEETING CALLED TO ORDER

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

Christa Gregg and Marcos Campos were not present.

Helen Rockenbaugh moved to approve minutes of Regular B of A Meeting on March 16, 2023; Mary Wright seconded; motion carried with a vote of 3 in favor – 0 opposed.

B. CITIZENS' COMMUNICATION

1. Arborist, Cahir Doherty, reported on the state of the trees in the Village and work performed over the preceding month, toughing specifically on Oak Wilt identification. Mr. Doherty also reported that a resident had brandished a bow and arrow in a threatening manner toward him while he was working on Village trees.

C. ITEMS SCHEDULED FOR ACTION

1. Danny Villarreal reported on several GIS solutions available to the Village including low cost and free options. Danny Villarreal moved to further explore low cost and free GIS services through State and County resources before selecting a GIS service; Helen Rockenbaugh seconded; motion carried with a vote of 3 in favor – 0 opposed.
2. Council discussed several noise ordinance complaints throughout the Village of San Leanna. Danny Villarreal moved to include a reminder of the ordinance and enforcement guidelines in the printed Summer San Leanna Newsletter; Mary Wright seconded; motion carried with a vote of 3 in favor – 0 opposed.
3. Helen Rockenbaugh moved to select May 27th as the Spring Clean-up Day (Bulk Pick-up) provided by Waste Connections; Danny Villarreal seconded; motion carried with a vote of 3 in favor – 0 opposed.
4. Council reviewed quotes for drainage maintenance provided by DNZ Landscaping. Danny Villarreal noted a few line items that he would like to have clarified. Danny Villarreal moved to approve the quote from DNZ Landscaping for drainage and ditch maintenance; Helen Rockenbaugh seconded; motion carried with a vote of 3 in favor – 0 opposed.
5. Rebecca Howe gave a brief history of the San Leanna Cultural Education Facilities Finance Corporation. New Board appointments were needed to allow St Edward's to make an amendment to a loan on which the corporation was a signer. Danny Villarreal moved to appoint Rebecca Howe, Danny Villarreal, Donna Dunn, Jessica Habicht, Matthew Dale, Makenna Hatter, and Yara Flores to the Board of Directors for the San Leanna Cultural Education Facilities Finance Corporation, with Helen Rockenbaugh as an alternate; Helen Rockenbaugh seconded; motion carried with a vote of 3 in favor – 0 opposed.

6. Danny Villarreal moved to have the Tree Committee explore USDA Forest Service Urban and Community Forestry funding opportunities and report recommendations to council; Helen Rockenbaugh seconded; motion carried with a vote of 3 in favor – 0 opposed.
7. Danny Villarreal moved to approve financial report for March 2023; Helen Rockenbaugh seconded; motion carried with a vote of 3 in favor – 0 opposed.

D. ITEMS FOR DISCUSSION

1. Council discussed the status and options for future action pertaining to the Sparrow – South Ranch development, including temporary and permanent closure of San Leanna Drive.

E. REPORTS AND INFORMATION

1. Mayor's Report: Mayor Quirk reported on Texas Legislative updates, including some that might affect city authority to pass and enforce ordinances.

Linda Barrett was not present. Mayor Quirk reported on active and pending permits in the Village of San Leanna.

2. Administrative: Rebecca Howe reported on the status of the Hazard Mitigation Plan, grants, and that Capital Metro Funding was received.
3. Roads: Danny Villarreal reported on the state of the roads and plans to paint speed bumps throughout the Village.
4. Public Affairs: Mary Wright reported on upcoming events including Bingo, 4th of July, and a "Hero in My Life" event at the Manchaca Fire Station.
5. Public Safety: Christa Gregg was not present. Rebecca Howe reported on traffic counter numbers collected and provided by Mrs. Gregg.
6. Water: Marcos Campos was not present. Byron Townsend reported on the drought status and the status of the water system. The Aquifer District had declared Stage 3 Critical Drought Status with a mandatory 30% conservation period. The City of Austin was in Stage 1 Drought. Marcos Campos reported that the water system was running smoothly and that well levels had fallen 2.2 ft. since the previous month, to a level of 137.9 ft.

Mr. Townsend noted that the aquifer was 3.5 ft from Exceptional Drought status.

7. Environmental: Helen Rockenbaugh reported on tree trimming status and plans for a Tree Committee meeting on May 2, 2023.

F. ADJOURNMENT

Danny Villarreal moved to adjourn the meeting; Helen Rockenbaugh seconded; meeting adjourned at 8:20 pm.

May 15, 2023

Re: Request for a variance to Zoning Ordinance No. 13001 allowing the construction of a garage/storage building with no electricity or plumbing to the side and slightly to the front of the main residence at 500 San Leanna Dr

Dear Zoning Commission and Village of San Leanna Board of Aldermen:

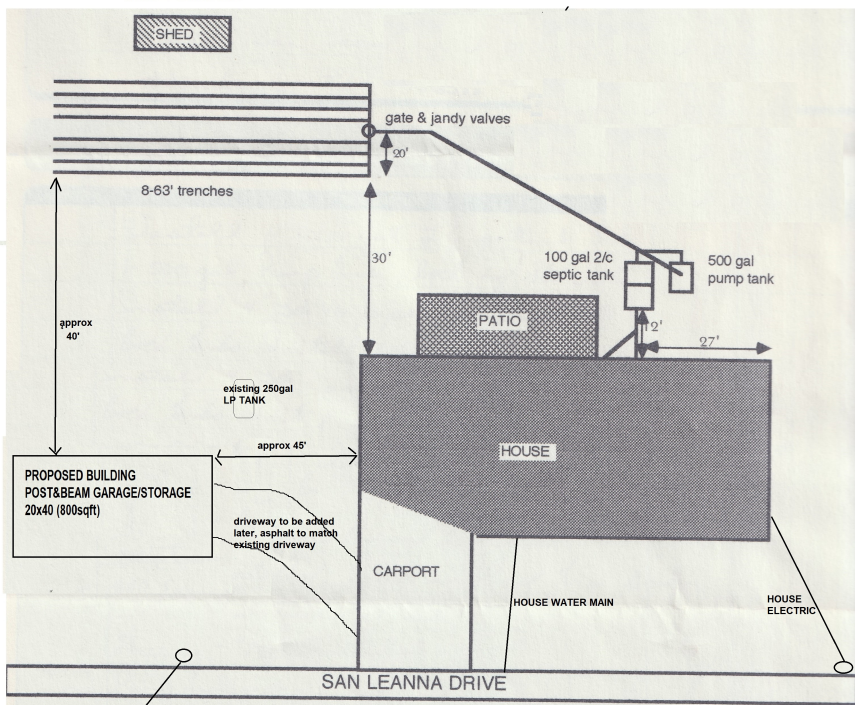
I am proposing to build a garage and office at 500 San Leanna Dr. Due to the location of the house driveway, the best location for a garage is approximately in line with the front of the main house, which necessitates this variance request. Locating the structure behind the house is not possible due to the placement of the septic system field.

The building construction will be a metal building by Mueller Industries, oriented with the long dimension approximately the same as that of the house, that is, East-West, with the garage door facing the driveway. For comparison, the building would be similar in appearance to the existing utility building at 506 San Leanna, although smaller. The building dimensions are 20x40x10.

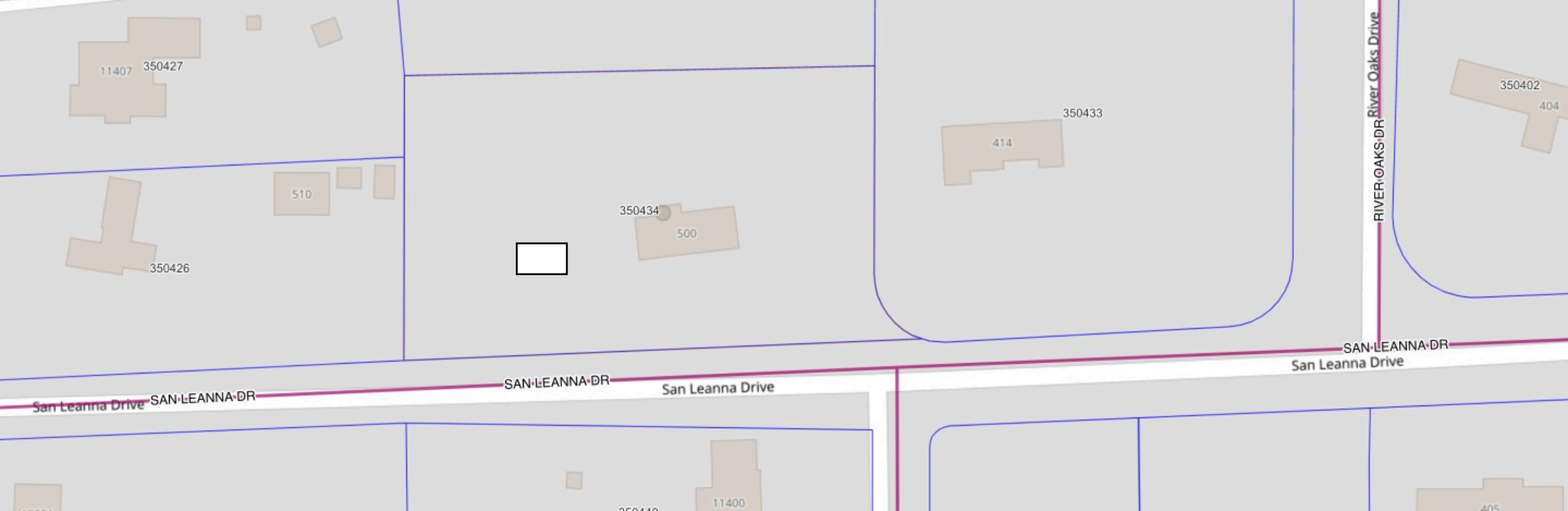
Thank you for your consideration,

John Nelson
500 San Leanna Dr

This shed possibly to be removed in future



Current constuction plan for slab , and erection of building only. NO PLUMBING, CURRENT OR FUTURE
No electrical to be installed at this time. Interior to be finished at later date.



11407 350427

350402

404

350433

414

510

350434

500

350426

SAN LEANNA DR

San Leanna Drive

SAN LEANNA DR

San Leanna Drive

San Leanna Drive SAN LEANNA DR

350440

11400

405

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATIVE AGREEMENT BETWEEN
TRAVIS COUNTY AND
THE CITY OF SAN LEANNA**

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of San Leanna, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG allocations from Federal Fiscal Year 2024 through 2026 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities under the following terms:

1.0 GENERAL PROVISIONS

1.1 County Authority. This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

1.2 City/County Cooperation. County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

1.3 Programs. This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

1.4 Recitals. The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

1.5 Authorization. By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

2.0 TERM

2.1 Effective Period. This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2024 through 2026, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

2.2 Renewal. The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

2.3 Notice to Participate. County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program on the date specified by HUD in HUD's urban county qualification notice ("HUD Notice") for the next three-year qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for the next three-year qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified in the HUD Notice.

2.3.1 Notice. Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Molly Quirk
Mayor
P.O. Box 1107
Manchaca, TX 78652
mayor@sanleannatx.com

For County:

Pilar Sanchez
County Executive, Health and Human Services
P.O. Box 1748
Austin, Texas 78767
Pilar.Sanchez@traviscountytexas.gov

2.4 Amendment to Qualification. Any amendments or changes contained within the HUD Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided in the HUD Notice. Failure by either party to adopt such an amendment to the Agreement will void the automatic renewal of this Agreement.

3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS

3.1 Fair Housing Certification. County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

3.2 Subrecipient Agreements. Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

3.3 Program Requirements. County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

4.0 CITY RESPONSIBILITIES AND AGREEMENTS

4.1 City Election to Participate. City, by executing this Agreement, gives notice of its election to participate in County's Program.

4.2 City Limitation.

4.2.1 **No Application.** By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 **No Other Participation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 **Allocation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

4.3 **Income Report.** City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

4.4 **City Policies.** City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

4.5 **Request for Inclusion.** City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

4.6 **Final Responsibility.** City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 **Fair Housing Support.** City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 **City Plan.** City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

4.9 **Subrecipient Requirements.** In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

4.10 **Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient

agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

4.11 Citizen Participation. City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

4.12 City Records. City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

4.13 HUD Form. City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

5.0 JOINT RESPONSIBILITIES AND AGREEMENTS

5.1 Certification Compliance. County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

5.2 County Requirements. In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

5.3 Adequacy of Performance. The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

5.4 Compliance. County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights

Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

5.5 Consolidated Plan. The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

5.6 Authorization. By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

5.7 Transfer of Funds. The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

6.0 MISCELLANEOUS TERMS

6.1 INDEMNIFICATION. CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UNDERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

6.2 Entire Agreement. It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

6.3 Severability. Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6.4 Assignment. Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

6.5 Binding Agreement. This Agreement shall be binding upon the successors, assigns,

administrators and legal representatives of the Parties.

6.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

6.7 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.8 Conflict of Interest. City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

6.9 Gratuities. City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.10 Nepotism. City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

[Signature Page to Follow]

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge
Chief Executive Officer, Travis County
Date: _____

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney
Date: _____

CITY OF SAN LEANNA

By: _____
Authorized Representative and
Chief Executive Officer
Molly Quirk
Mayor
Date: _____

Attachment A
HUD 424-B, Assurances and Certifications

**VILLAGE OF SAN LEANNA
GENERAL FUND REPORT
4-1-2023 -- 4-30-2023**

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	\$931.98	\$231,325.64	\$232,257.62	\$2,742.38	\$235,000.00
102	FRANCHISE TAXES	\$49.94	\$13,022.17	\$13,072.11	\$1,927.89	\$15,000.00
103	INTEREST	\$1,917.87	\$10,896.52	\$12,814.39	(\$11,314.39)	\$1,500.00
104	BUILDING PERMITS	\$0.00	\$2,540.00	\$2,540.00	\$2,460.00	\$5,000.00
106	MISCELLANEOUS	\$0.00	\$11.30	\$11.30	\$88.70	\$100.00
109	TRANSFER FROM RESERVE	\$0.00	\$0.00	\$0.00	\$25,278.00	\$25,278.00
<u>TOTALS:</u>		\$2,899.79	\$257,795.63	\$260,695.42	\$21,182.58	\$281,878.00

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	\$50,067.65	\$50,067.65	\$0.35	\$50,068.00
113	CITY ADMINISTRATOR	\$3,794.32	\$19,999.08	\$23,793.40	\$17,016.60	\$40,810.00
114	TML INSURANCE	\$848.25	\$1,696.50	\$2,544.75	\$1,055.25	\$3,600.00
115	LEGAL	\$104.00	\$1,534.50	\$1,638.50	\$3,361.50	\$5,000.00
116	TAXES	\$996.26	\$2,433.79	\$3,430.05	\$2,769.95	\$6,200.00
117	ENVIRONMENTAL MAINTENANCE	\$10,140.78	\$35,327.52	\$45,468.30	\$14,531.70	\$60,000.00
118	PUBLIC INFORMATION	\$0.00	\$0.00	\$0.00	\$800.00	\$800.00
119	AUDIT	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
120	SECURITY LIGHTS	\$247.82	\$1,486.98	\$1,734.80	\$1,465.20	\$3,200.00
121	OFFICE EXPENSES	\$616.73	\$3,762.91	\$4,379.64	\$2,620.36	\$7,000.00
122	ORG. MEMBERSHIP DUES	\$0.00	\$702.40	\$702.40	\$297.60	\$1,000.00
123	APPRAISALS	\$257.49	\$268.49	\$525.98	\$374.02	\$900.00
124	BUILDING INSPECTIONS	\$395.00	\$2,230.00	\$2,625.00	\$2,375.00	\$5,000.00
125	MISCELLANEOUS	\$0.00	\$790.00	\$790.00	\$710.00	\$1,500.00
126	ARBORIST	\$700.00	\$2,730.00	\$3,430.00	\$9,570.00	\$13,000.00
128	COUNCIL EXPENSES	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
129	PUBLIC AFFAIRS	\$0.00	\$1,471.29	\$1,471.29	\$1,528.71	\$3,000.00
130	COMMUNITY CENTER	\$38.25	\$2,971.93	\$3,010.18	\$1,989.82	\$5,000.00
131	ENGINEER	\$0.00	\$950.00	\$950.00	\$550.00	\$1,500.00
132	FLOOD PREVENTION	\$0.00	\$900.00	\$900.00	\$49,100.00	\$50,000.00
133	EMPLOYEE REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
134	HEALTH DEPT. CONTRACT	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
135	PUBLIC SAFETY	\$0.00	\$1,187.39	\$1,187.39	\$312.61	\$1,500.00
136	ADVISOR	\$1,091.00	\$5,885.25	\$6,976.25	\$5,023.75	\$12,000.00
137	EMPLOYEE BENEFIT STIPEND	\$289.13	\$1,460.87	\$1,750.00	\$1,250.00	\$3,000.00
<u>TOTALS:</u>		\$19,519.03	\$137,856.55	\$157,375.58	\$124,502.42	\$281,878.00

VILLAGE OF SAN LEANNA
WATER FUND REPORT
4-1-2023 -- 4-30-2023

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>BUDGET</u>
201	WATER BILLING	\$2,800.40	\$62,585.77	\$65,386.17	\$59,613.83	\$125,000.00
202	WATER TAP FEES	\$0.00	\$0.00	\$0.00	\$9,600.00	\$9,600.00
203	METER DEP/CONNECT FEES	\$0.00	\$150.00	\$150.00	\$850.00	\$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	\$0.00	\$0.00
<u>TOTALS:</u>		\$2,800.40	\$62,735.77	\$65,536.17	\$70,163.83	\$135,700.00

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>BUDGET</u>
210	WATER OPERATOR	\$2,750.00	\$16,500.00	\$19,250.00	\$10,750.00	\$30,000.00
211	DISTRICT FEES	\$0.00	\$3,315.40	\$3,315.40	\$2,684.60	\$6,000.00
212	MAINTENANCE/REPAIR	\$364.95	\$8,843.24	\$9,208.19	\$20,791.81	\$30,000.00
213	ELECTRICITY	\$451.44	\$3,783.23	\$4,234.67	\$4,765.33	\$9,000.00
214	BOOKKEEPER	\$1,897.17	\$9,999.60	\$11,896.77	\$7,536.56	\$19,433.33
215	BILLING SUPPLIES	\$3.46	\$1,073.81	\$1,077.27	\$822.73	\$1,900.00
216	METER READER	\$172.24	\$947.76	\$1,120.00	\$800.00	\$1,920.00
217	METER REFUNDS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
218	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
220	CITY OF AUSTIN CONTRACT	\$0.00	\$0.00	\$0.00	\$5,200.00	\$5,200.00
221	CITY OF AUSTIN WATER	\$1,978.25	\$10,263.74	\$12,241.99	\$12,758.01	\$25,000.00
222	ASSISTANT WATER OPERATO	\$250.00	\$1,500.00	\$1,750.00	\$1,250.00	\$3,000.00
TOTALS:		\$7,867.51	\$54,726.78	\$62,344.29	\$67,209.04	\$137,025.00

CHECKING ACCOUNT BALANCE:

BEGINNING BALANCE	\$42,461.41	\$48,161.60
TOTAL REVENUES	\$5,700.19	
TRANSFER-TEXPOOL	\$0.00	
TOTAL EXPENSES	\$27,386.54	
ARPA EXPENSE	\$0.00	
TRANSFER-TEXPOOL	\$0.00	
INTEREST RET-TEXPOOL	\$1,917.87	\$29,304.41

ENDING BALANCE **\$18,857.19**

CHECKBOOK BALANCE **\$18,857.19**

TEXPOOL BALANCE:

BEGINNING BALANCE	\$486,283.98
DEPOSITS	\$0.00
INTEREST	\$1,917.87

TOTAL **\$488,201.85**

WITHDRAWALS **\$0.00**

ENDING BALANCE **\$488,201.85**

**VILLAGE OF SAN LEANNA
FINANCIAL REPORT
4-1-2023 -- 4-30-2023**

ROAD IMPROVEMENT FUND - 2017-2021

<u>REVENUES</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 22-23</u>
		<u>MONTH</u>			
301	CAPITAL METRO - BTC FUNDING 2021	\$0.00	\$0.00	\$0.00	\$0.00
302	TRANSFER - CAPITAL METRO - RESERVE	\$0.00	\$42,040.00	\$0.00	\$42,040.00
303	CAPMETRO - BTC - PROJECT REIMBURSI	\$0.00	\$0.00	\$42,000.00	\$42,000.00
304	TRANSFER - ROAD PROJECT RESERVED	\$0.00	\$140,000.00	\$0.00	\$140,000.00
305	TRANSFER - UNALLOCATED FUNDS	\$0.00	\$68,868.60	\$37,091.40	\$105,960.00
<u>TOTALS:</u>		\$0.00	\$250,908.60	\$79,091.40	\$330,000.00

<u>EXPENSES</u>					
310	ROAD IMPROVEMENT - OLD MANCHACA	\$0.00	\$282,208.60	\$27,791.40	\$310,000.00
311	ENGINEERING - MISC	\$0.00	\$10,657.51	\$9,342.49	\$20,000.00
<u>TOTALS:</u>		\$0.00	\$292,866.11	\$37,133.89	\$330,000.00

ROAD IMPROVEMENT FUND 2022

<u>REVENUES</u>					<u>BUDGET 22-23</u>
301-22	CAPITAL METRO - BTC FUNDING 2022	\$0.00	\$46,778.79	\$5,202.21	\$51,981.00
302-22	TRANSFER - CAPITAL METRO - RESERVE	\$0.00	\$0.00	\$0.00	\$0.00
303	CAPMETRO - BTC - PROJECT REIMBURSI	\$0.00	\$0.00	\$0.00	\$0.00
304	TRANSFER - ROAD PROJECT RESERVED	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$0.00	\$46,778.79	\$5,202.21	\$51,981.00

<u>EXPENSES</u>					
310	ROAD IMPROVEMENT - TBD	\$0.00	\$0.00	\$0.00	\$0.00
311	MISC	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$0.00	\$0.00	\$0.00	\$0.00

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING (CLFRF) - ARPA

<u>REVENUES:</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 22-23</u>
		<u>MONTH</u>			
501	CORONAVIRUS LOCAL FISCAL RECOVERY FL	\$0.00	\$0.00	\$62,813.74	\$62,813.74
502	CLFRF RESERVE FUNDING	\$0.00	\$0.00	\$37,277.54	\$37,277.54
<u>TOTALS:</u>		\$0.00	\$0.00	\$100,091.28	\$100,091.28

<u>EXPENSES:</u>					
510	WATER SYSTEM IMPROVEMENTS - NORTH V	\$0.00	\$0.00	\$28,091.28	\$28,091.28
511	WATER SYSTEM IMPROVEMENTS - SOUTH V	\$0.00	\$36,000.00	\$36,000.00	\$72,000.00
<u>TOTALS:</u>		\$0.00	\$36,000.00	\$64,091.28	\$100,091.28

RESERVED FUND BALANCES

<u>WATER FUND CONTINGENCY</u>	\$50,000	\$50,000
<u>ROAD FUND:</u>		
RESTRICTED CAPITAL METRO	\$46,779	\$46,779
RESERVE FOR PROJECTS	<u>\$0</u>	<u>\$0</u>
TOTAL ROAD RESERVE	\$46,779	\$46,779
<u>GENERAL FUND CONTINGENCY</u>	\$50,000	\$50,000
<u>CLFRF - ARPA FUND RESERVE</u>	\$64,340	\$64,340
CURRENT BUDGET RESERVE	<u>\$121,801</u>	<u>\$100,365</u>
<u>TOTAL ALL RESERVED FUNDS</u>	\$332,920	\$311,483
TOTAL TEXPOOL AND CHECKBOOK	\$528,745	\$507,059
LESS TOTAL RESERVED	<u>\$332,920</u>	<u>\$311,483</u>
<u>UNALLOCATED AVAILABLE FUNDS</u>	\$195,826	\$195,576