

THE VILLAGE OF SAN LEANNA

AGENDA

Regular Board of Aldermen Public Meeting & Public Hearing

Thursday, July 20, 2023

7:00 pm – Community Center – 11906 Sleepy Hollow Rd

A. MEETING CALLED TO ORDER

Roll call

Approval of minutes: Regular B of A Meeting..... June 15, 2023

Approval of minutes: Special B of A Meeting..... July 10, 2023

B. CITIZENS' COMMUNICATION

1. Arborist, Cahir Doherty
2. Public Comment regarding the purchase of 11904 Sleepy Hollow

C. ITEMS SCHEDULED FOR ACTION

1. Discussion and potential action regarding Oak Wilt on the 700th block of River Oaks Dr.
2. Consideration to begin Right of Way Tree Watering Program.
3. Consideration of fertilization of select public trees in the Village's right of way and parks.
4. Ratification vote to approve the Buyer Representation Agreement between the Village of San Leanna and South Austin Homes.
5. Consideration of Ordinance No 23-001 for the permanent closure of San Leanna Drive at Katy Lane.
6. Selection and approval of gate style and cost for closure of San Leanna Drive.
7. Discussion and possible action pertaining to Health and Sanitation Ordinance violation complaint at 511 Hacienda Drive.
8. Consideration of renewal of 5-year Interlocal Agreement with Austin/Travis County Health & Human Services for enforcement of Village ordinances.
9. Consideration to approve Village of San Leanna Financial Policy.
10. Consideration of adoption of amended budget for FY 2022-2023, by Resolution 23-003.
11. Review and approve financial report for June 2023.

D. ITEMS FOR DISCUSSION

1. Discussion with preliminary finalization of proposed budget and tax rate for FY 2023-2024.

E. REPORTS AND INFORMATION

1. **Mayor's Report**..... Updates re: meetings/symposiums,
2. **Zoning Report**..... Certificates of Use:
Active Building permits:
3. **Administrative Report**... surveys/reports, complaints, admin updates
4. **Roads**..... Current road maintenance needs, road improv. projects, street signs, speed humps
5. **Public Affairs**..... newsletter, Community events
6. **Public Safety**..... Neighborhood Watch, 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

F. ADJOURNMENT TO EXECUTIVE SESSION

1. Council will meet in Executive Session to discuss performance review, cost of living/performance-based raises for employees, and other relevant employee matters per Section 551.074 of the Open Meetings Act.
2. Council will meet in Executive Session to discuss deliberations about real property per Section 551.072 of the Open Meetings Act.
3. Council may consult with Village attorney regarding legal matters during Executive Session per Section 551.071 of the Open Meetings Act.

G. RESUME REGULAR MEETING

H. ITEMS SCHEDULED FOR ACTION (Cont'd)

12. Decision on possible cost of living/performance-based raises for employees, and other relevant employee matters.
13. Consideration of updates to contractor pay.
14. Finalization of proposed budget and tax rate for FY 2023-2024.

I. 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 _____ July 17, 2023

Rebecca Howe, City Administrator

**THE VILLAGE OF SAN LEANNA
MINUTES**

Regular Board of Aldermen Public Meeting & Public Hearing
Thursday, June 15, 2023
7:00 p.m. – Community Center – 11906 Sleepy Hollow Dr

A. MEETING CALLED TO ORDER

Present: Molly Quirk, Helen Rockenbaugh, Christa Gregg, Danny Villarreal, Mary Wright, Marcos Campos

City Administrator, Rebecca Howe, read the Statement of Elected Officials and the Oath of Office for the instatement of Molly Quirk as Mayor as well as Mary Wright and Christa Gregg as Alderpersons. Molly Quirk, Mary Wright, and Christa Gregg swore to both the Statement of Elected Officials and the Oath of Office and were installed to their respective positions.

Helen Rockenbaugh moved to appoint Danny Villarreal as Mayor Pro Tem; Marcos Campos seconded; motion carried with a vote of 5 in favor – 0 opposed.

Danny Villarreal was installed as Mayor Pro Tem.

Danny Villarreal moved to approve minutes of Regular B of A Meeting on May 18, 2023; Marcos Campos seconded; motion carried with a vote of 5 in favor – 0 opposed.

B. CITIZENS' COMMUNICATION

1. Arborist, Cahir Doherty, reported on the state of the trees in the Village, warning council and residents to watch for oak wilt and to avoid the use of volcano mulch techniques.
2. Property owners, Elizabeth Reyes (11810 Sleepy Hollow Dr) and Jessica Habicht (11902 Sleepy Hollow Dr), along with tenant, Michelle Gissell (11810 Sleepy Hollow Dr), addressed council regarding an ongoing noise issue caused by short term rental tenants at 11902 Sleepy Hollow Dr. Council heard reports on measures that had been taken to reduce noise and measures that would be taken in the future. Mrs. Reyes and Mrs. Gissell reported that they would request to return before Council in the event that matters did not improve.
3. City Administrator, Rebecca Howe, addressed council on behalf of resident, Meredith Kollman, regarding a request for speed bumps on River Oaks Dr to slow the speed of vehicles coming down the hill between Hacienda Dr and Redbud Trail.
4. Arlene Virga addressed the council regarding concerns about chlorine smell in the Village's water, a damaged tree limb in the neighbor's yard, and a request for the removal of a jarring speed bump on Sleepy Hollow Dr.

C. PUBLIC HEARING

1. Zoning Commission chair, Don Nyland presented information pertain to the 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. The Zoning Commission decided that it was not able to make a recommendation on the variance without additional information about the lot and placement of trees.

D. ITEMS SCHEDULED FOR ACTION

1. Danny Villarreal moved to table the variance request 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 as the Zoning Commission made no recommendation and had requested a new map with additional information; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.
2. Council reviewed a petition to close San Leanna Dr to incoming and outgoing traffic at Katy Ln received from all property owners abutting San Leanna Dr inside Village of San Leanna city limits. Danny Villarreal moved to accept the petition to close San Leanna Dr to incoming and outgoing traffic at Katy Ln and work toward closure on July 31, 2023; Christa Gregg seconded; motion carried with a vote of 5 in favor – 0 opposed.
3. Danny Villarreal moved to issue citation and notice to appear in court for unauthorized and unpermitted construction at 504 W FM 1626; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.
4. After some discussion of the definition of accessory buildings and structures, Marcos Campos moved to clarify that sun-shades and sails were not sufficiently addressed in the Zoning Ordinance and that they should not be considered accessory structures unless the ordinance was amended to address them; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.
5. Council discussed dangers caused by sharp iron decorative fencing, noting two instances of deer becoming impaled on such fencing in the Village. Danny Villarreal moved to include the prohibition of dangerous fencing materials in the next amendment to the Village's Zoning Ordinance; Marcos Campos seconded; motion carried with a vote of 5 in favor – 0 opposed.
6. Danny Villarreal moved to approve financial report for May 2023; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.

E. ITEMS FOR DISCUSSION

1. Council discussed proposed plans and proposals for the FY 23-24 budget including improvements to the Community Center, touchless water meters, and water tank maintenance.

F. REPORTS AND INFORMATION

1. Mayor's Report: Mayor Quirk reported on a meeting held with Capital Metro, Legislative Session updates, and the property for sale at 11904 Sleepy Hollow Dr.

Linda Barrett reported on active and pending permits in the Village of San Leanna as well as multiple upcoming permits.

2. Administrative: Rebecca Howe reported on the status of public assistance from FEMA and many legislative updates announced at the TML update workshop earlier in the week.
3. Roads: Danny Villarreal reported on the state of the roads including upcoming painting of speedbumps. Council discussed speedbump concerns expressed residents throughout the Village and repairs needed on the Ridge Dr bridge.

4. Public Affairs: Mary Wright reported on upcoming events including a Superhero event at the Manchaca Fire Station on June 17th, Bingo on June 24th at the fire station, and 4th of July parade plans. Mrs. Wright reported on community interest in garden events or a community garden.
5. Public Safety: Christa Gregg reported on plans to place the traffic counter on Sombrero Dr prior to closing San Leanna Dr to establish a base traffic rate.
6. Water: Marcos Campos 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 1.5 ft. since the previous month, to a level of 135.6 ft. The burn ban was not in effect.

Mr. Campos also reported on completed drainage maintenance projects and an incoming quote from Ardurra Engineering for a comprehensive drainage plan.

Council discussed planned repairs to the pump house at the North Well on Sunset Dr.

7. Environmental: Helen Rockenbaugh reported on environmental affairs including possible oak wilt reoccurrence on River Oaks Dr, the upcoming Tree Folks event, permits and new resident consultations, and dangerous deer behavior. The Arbor Day celebration in the Village was scheduled for November 4, 2023.

G. ADJOURNMENT

Danny Villarreal moved to adjourn the meeting; Christa Gregg seconded; meeting adjourned at 9:18 pm.

**THE VILLAGE OF SAN LEANNA
MINUTES**

Special Board of Aldermen Public Meeting

Thursday, July 10, 2023

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

A. MEETING CALLED TO ORDER

Present: Molly Quirk, Christa Gregg, Mary Wright, Danny Villarreal

Marcos Campos and Helen Rockenbaugh were not present.

Mayor Quirk adjourned to executive session.

B. EXECUTIVE SESSION

1. Council met in executive session under Texas Government Code Section 551.071 (Consultation with Attorney) to seek the advice of the Town's attorney about pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter. Pertaining to 11904 Sleepy Hollow Dr, Manchaca, TX 78652.
2. Council met in executive session under Texas Government Code Section 551.072 (Deliberations about Real Property) to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Pertaining to 11904 Sleepy Hollow Dr, Manchaca, TX 78652.

Mayor Quirk resumed regular session.

C. ITEMS SCHEDULED FOR ACTION

1. Danny Villarreal moved to authorize City Administrator, Rebecca Howe, to enter a representation agreement with a real estate agent and negotiate for the purchase of 11904 Sleepy Hollow Dr, Manchaca, TX 78652 in accordance with the parameters discussed in executive session; Mary Wright seconded; motion carried with a vote of 3 in favor – 0 opposed.

D. ADJOURNMENT

Danny Villarreal moved to adjourn the meeting; Christa Gregg seconded; meeting adjourned at 7:55 pm.

Hi Helen,

It is safe to assume that this is related to the known oak wilt existing on the site. Seeing symptoms on the property is 5+ years on is not unusual, especially when fungicides are used.

I would recommend that oak trees that are inside the trench line and within 100 feet of this diseased tree be treated with a fungicide injection. Especially target trees that have not been previously infected or injected in the past. Injecting trees does not stop the spread of the disease, but it can attempt to preserve the canopy of the injected trees. Injections are only about 80% effective. Often two injections are needed per tree, one now and one 1 ½ to 2 years from now. There are a few different methods to inject trees, however we recommend “macro injection into the root flare”. This method is described by going to <https://texasoakwilt.org/videos/managing>

The <https://texasoakwilt.org/getting-help/vendors> website will have lists of arborists, injection companies, and trenching companies.

Please let me know if you have any questions.

Karl Flocke

Woodland Ecologist III



AUSTIN/CENTRAL TEXAS REALTY INFORMATION SERVICE (ACTRIS) RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT

THIS FORM IS FURNISHED BY THE AUSTIN/CENTRAL TEXAS REALTY INFORMATION SERVICE (ACTRIS) FOR USE BY ITS PARTICIPANTS. USE OF THIS FORM BY PERSONS WHO ARE NOT ACTRIS PARTICIPANTS IS NOT AUTHORIZED.

1. PARTIES: The parties to this Buyer/Tenant Representation Agreement are:

Client: Village of San Leanna
 Address: PO Box 1107
 City, State, Zip: Manchaca TX 78652
 Phone: [REDACTED] Cell: Fax:
 E-Mail: village@sanleannatx.com

Broker: South Austin Homes
 Broker's Address: [REDACTED]
 Broker's Associate: Claire Estelle Dunn
 City, State, Zip: Austin TX 78748
 Phone: [REDACTED] Cell: Fax:
 E-Mail: [REDACTED]

2. APPOINTMENT: Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. DEFINITIONS:

- A. "Acquire" means to purchase or lease.
- B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
- C. "Market area" means that area in the State of Texas within the perimeter boundaries of the following areas: Travis County and surrounding areas

4. TERM: This Agreement commences on 07/11/2023 and ends at 11:59 P.M. on 01/11/2024.

5. BROKER'S OBLIGATIONS:

- A. Broker will use Broker's best efforts to assist Client in acquiring property in the market area;
- B. Broker will assist Client in negotiating the acquisition of property in the market area; and
- C. Broker will comply with other provisions of this agreement.

Initialed for Identification by Broker/Associate [Signature] and Client [Signature]

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Buyer/Tenant Representation Agreement between Village of San Leanna
and South Austin Homes

6. CLIENT'S OBLIGATIONS:

- A. Client will work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker;
- B. Client will inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and
- C. Client will comply with other provisions of this Agreement.

7. REPRESENTATIONS:

- A. Each person signing this Agreement represents that the person has the legal capacity and authority to bind the respective party to this Agreement.
- B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.
- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.
- D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: N/A

8. INTERMEDIARY: (Check A or B only)

Notice: If Broker acts as an Intermediary under Paragraph 8.A., Broker and Broker's Associates:

- ♦ May not disclose to Client that the Seller or Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the Seller or Landlord;
- ♦ May not disclose to the Seller or Landlord that Client will pay a price greater than the price submitted in a written offer to the Seller or Landlord unless otherwise instructed in a separate writing by Client;
- ♦ May not disclose any confidential information or any information a Seller or Landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property.
- ♦ Shall treat all parties to the transaction honestly; and
- ♦ Shall comply with the Real Estate License Act.

- ☒ A. Intermediary Status: Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an Intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives:

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- (1) If the Owner of the property is serviced by an Associate other than the Associate servicing Client under this Agreement, Broker may notify Client that Broker will:
 - (a) Appoint the Associate then servicing the Owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the Owner; and
 - (b) Appoint the Associate then servicing the Client to the Client for the same purpose.
- (2) If the Owner of the property is serviced by the same Associate who is servicing Client, Broker may notify Client that Broker will:
 - (a) Appoint another Associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and
 - (b) Appoint the Associate servicing the Owner under the listing to the Owner for the same purpose.
- (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such event, the Associate servicing the parties will act solely as Broker's Intermediary Representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

9. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this Agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire. Broker will not disclose the price offered or financial details of Client's offer to other potential buyers nor will Broker disclose to Client the details of any other offer presented by another buyer represented by Broker. Broker shall remain neutral in presenting multiple offers from buyers represented by Broker.

10. CONFIDENTIAL INFORMATION:

- A. During the term of this Agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.
- B. Client hereby acknowledges that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

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11. BROKER'S FEES:

A. Professional Fees:

- (1) Commission: The parties agree that Broker will receive a commission calculated as follows:
 - (a) 3 % of the gross sales price if Client agrees to purchase property in the market area; and
 - (b) if Client agrees to lease property in the market area a fee equal to (check only one box):
 - ☐ _____ % of one month's rent or
 - ☐ _____ % of all rents to be paid over the term of the lease.
- (2) Retainer: Upon execution of this Agreement, Client will pay Broker a retainer of \$_____. The Retainer is earned at the time it is paid.
- (3) Hourly Fees: Client will pay Broker fees at the rate of \$_____ per hour. Broker's hourly fees are earned when Broker's services are rendered and are payable when billed.
- (4) Other:

B. Source of Commission Payment: Broker will seek to obtain payment of the commission specified in Paragraph 11A(1) first from the Seller, Landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

C. Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned and payable*. Broker's commission is earned when:

- (1) Client enters into a contract to buy or lease property in the market area; or
- (2) Client breaches this Agreement.

Broker's commission is *payable*, either during the term of this Agreement or after it ends, upon the earlier of:

- (1) the closing of the transaction to acquire the property;
- (2) Client's breach of a contract to buy or lease a property in the market area; or
- (3) Client's breach of this Agreement.

If Client acquires more than one property under this agreement, Broker's commissions for each property acquired are earned as each property is acquired and are payable at the closing of each acquisition.

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- D. Additional Compensation: If a Seller, Landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11.A.(1) (including but not limited to marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the specified commission. Client is not obligated to pay any such additional compensation to Broker.
- E. Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's Listing Agreement with the Owner and Client will have no obligation to pay Broker.
- F. In addition to the commission specified under Paragraph 11.A.(1), Broker is entitled to the following fees:
- (1) Custom Construction: If Client uses Broker's services for new construction on property owned by Client, Client will a) pay the fee listed below or b) direct the contractor providing construction services to pay the fee listed below to Broker when construction on property owned by Client is substantially complete.:
 - (2) Service Providers: If Broker refers Client or any party to a transaction contemplated by this Agreement to a service provider (i.e., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.
 - (3) Other:
- G. Protection Period: *Protection period* means that time starting the day after this Agreement ends and continuing for 60 days. Not later than 10 days after this Agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this Agreement were still in effect. This Paragraph 11.G. survives termination of this Agreement. This Paragraph 11.G. will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of the Austin Board of REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.
- H. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this Agreement to collect and disburse to Broker all amounts payable to Broker.
- I. County: Amounts payable to Broker are to be paid in cash in Travis County, Texas.

12. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this Agreement or any transaction related to or contemplated by this Agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

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- 13. TERMINATION:** The parties' agency relationship can be terminated at any time; however, the contractual provisions and obligations will survive and can only be modified or terminated by the mutual consent of both parties.
- 14. DEFAULT:** If either party fails to comply with this Agreement or makes a false representation in this Agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this Agreement if Client was not in default. If Broker is in default, Client may exercise any remedy at law.
- 15. ATTORNEY'S FEES:** If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to this Agreement, such party shall recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 16. LIMITATION OF LIABILITY:** Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.
- 17. ADDENDA:** The Texas Real Estate Commission form entitled "Information About Brokerage Services" is attached and incorporated into this Agreement by reference. Addenda and other related documents which are part of this Agreement are:
- ☐ Protect Your Family from Lead in Your Home (TAR 2511)
 - ☐ Protecting Your Home from Mold (TAR 2507)
 - ☐ Information about Special Flood Hazard Areas (TAR 1414)
 - ☐ Information About Property Insurance (TAR 2508)
 - ☐ For Your Protection: Get a Home Inspection (TAR 1928)
 - ☐ General Information and Notice to a Buyer (TAR 1506)
 - ☐ Other: _____

18. SPECIAL PROVISIONS:

19. ADDITIONAL NOTICES:

- A. Broker's fees or the sharing of fees between Brokers are not fixed, controlled, recommended, suggested, or maintained by the Austin Board of REALTORS®, the Texas Association of REALTORS®, MLS, or any listing service.**
- B. Broker's services are provided without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes, i.e., creed, status as a student, marital status, sexual orientation, or age. When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information.**

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Buyer/Tenant Representation Agreement between Village of San Leanna
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- C. Broker is not a property inspector, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
- D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.
- E. Residential Service Contracts are available from Residential Service Companies licensed under the Residential Service Company Act, Chapter 1303, Texas Occupations Code. A Residential Service Contract is an agreement whereby the Residential Service Company may, under the terms of the agreement, repair or replace all or any part of the appliance, or electrical, plumbing, heating, cooling, or other systems. Any Residential Service Contract that is purchased in connection with this transaction should be reviewed for the scope of coverage, exclusions, and limitations. The purchase of a Residential Service Contract is optional.
- F. In response to inquiries from buyers or cooperating Brokers, REALTORS® shall, with sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS® shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker.
- G. When viewing a property, Client may be recorded or otherwise monitored without Client's knowledge or consent. Additionally, consult an attorney before recording or photographing a property without Owner's knowledge or consent.
- H. To reduce risk of wire fraud, Client should refrain from transmitting personal information, like bank account numbers or other financial information, via email or other unsecured electronic communication. If Client receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, Client should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number not found in the communication. Broker will not send Client any electronic communication with instructions to wire funds or to provide personal information.
- I. Broker cannot give legal advice. **READ THIS LISTING AGREEMENT CAREFULLY.** If you do not understand this Listing Agreement, or if you have any questions regarding the legal effect of this Listing Agreement, consult an attorney **BEFORE** signing.

Michael James Jurkash 514638
Broker's Printed Name License No.

Authentisign
Rebecca Howe 07/13/23
Client Village of San Leanna Date

By: Authentisign
Claire Estelle Dunn 07/12/2023
Broker's Associate's Signature Date
Claire Estelle Dunn

Client Date

Initialed for Identification by Broker/Associate CEJ and Client RH,
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ORDINANCE NO. 23-001

AN ORDINANCE OF THE VILLAGE OF SAN LEANNA, TEXAS, CLOSING SAN LEANNA DRIVE AT KATY LANE IN THE VILLAGE OF SAN LEANNA, TRAVIS COUNTY, TEXAS; PROVIDING FOR INSTALLATION OF SIGNAGE TO INFORM THE PUBLIC; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$500.00 FOR EACH OFFENSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Village of San Leanna, Texas (the “Village”) is a Type B General-Law Municipality acting under Chapter 7 of the Texas Local Government Code; and

WHEREAS, Section 311.002 of the Texas Transportation Code provides that a general-law municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, Section 311.008 of the Texas Transportation Code provides that the governing body of a general-law municipality by ordinance may close a street of the municipality if a petition signed by all owners of real property abutting the street is submitted to the governing body; and

WHEREAS, the owners of the property abutting San Leanna Drive extending from Sunset Drive to Katy Lane in the Village have signed the “Petition for Road Closure,” attached hereto as **Exhibit A**, to close San Leanna Drive at Katy Lane; and

WHEREAS, after careful consideration, the Board of Alderman finds it in the public interest of the Village and its citizens to close San Leanna Drive at Katy Lane.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE VILLAGE OF SAN LEANNA, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Closure. The Board of Alderman hereby approves the closure of San Leanna Drive at the intersection of Katy Lane.

Section 3. Signage. The Village shall install signage to inform the public of the street closure.

Section 4. Savings/Repealing Clause. Any provisions of the ordinances of the Village of San Leanna in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole

Section 6. Penalty. Any person, firm or corporation who violates any provision of this Ordinance shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

Section 7. Effective Date. This Ordinance shall become effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE BOARD OF ALDERMAN OF THE VILLAGE OF SAN LEANNA, TEXAS, on this the ____ day of _____, 2023.

APPROVED:

Molly Quirk, Mayor

ATTEST:

Rebecca Howe, City Administrator

EXHIBIT A
PETITION
(following 5 pages)

Petition for Road Closure

For submittal to the Village of San Leanna Board of Aldermen on June 15, 2023

We, the undersigned property owners, owning land abutting San Leanna Drive, hereby petition the Village of San Leanna to close San Leanna Drive along the Village's east boundary line, just west of Katy Lane, as shown on the attached map. The parcel identification numbers below refer to parcels as shown on the attached map.

Traffic resulting from the upcoming construction and development of a 202-unit residential complex right outside of the San Leanna city boundary (labeled on the attached map) poses to cause a substantial impact to the safety and quality of life of San Leanna residents, as well as a burden on roads maintained by San Leanna taxpayers. We hope that the Board of Aldermen will see fit to protect our safety, tax investments, and quality of life by closing San Leanna Drive.

Parcel Identification : 1
Property Owner: Zulma Hernandez-Ramirez
Mailing Address : 402 SAN LEANNA DR
Austin, TX 78748
Signature: *Attached
Mania Cruz*

Parcel Identification : 2
Property Owner: Frank Prestigiacomo
Mailing Address : 404 San Leanna Dr
Austin, TX 78748
Signature: *Frank Prestigiacomo*

Parcel Identification : 3
Property Owner: Christopher Gagliano
Mailing Address : 414 San Leanna Dr
Austin, TX 78748
Signature: *Christopher Gagliano 6/14/23*

Parcel Identification : 4
Property Owner: John Nelson
Mailing Address : 500 San Leanna Dr
Austin, TX 78748
Signature: *John Nelson*

Petition for Road Closure

For submittal to the Village of San Leanna Board of Aldermen on June 15, 2023

We, the undersigned property owners, owning land abutting San Leanna Drive, hereby petition the Village of San Leanna to close San Leanna Drive along the Village's east boundary line, just west of Katy Lane, as shown on the attached map. The parcel identification numbers below refer to parcels as shown on the attached map.

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Property Owner: Zulma Hernandez-Ramirez
Mailing Address : 402 SAN LEANNA DR
Austin, TX 78748
Signature: *Attached
Marla Cruz*

Parcel Identification : 2
Property Owner: Frank Prestigiaco
Mailing Address : 404 San Leanna Dr
Austin, TX 78748
Signature: *Frank Prestigiaco*

Parcel Identification : 3
Property Owner: Christopher Gagliano
Mailing Address : 414 San Leanna Dr
Austin, TX 78748
Signature: *Christopher Gagliano 6/14/23*

Parcel Identification : 4
Property Owner: John Nelson
Mailing Address : 500 San Leanna Dr
Austin, TX 78748
Signature: *John Nelson*

Parcel Identification : 5
Property Owner: Carolyn Colwell
Mailing Address : 510 San Leanna Dr
Austin, TX 78748

Signature:

Carolyn Colwell

Parcel Identification : 6
Property Owner: Elizabeth Korts
Mailing Address : 11412 Circle Dr
Austin, TX 78748

Signature:

Elizabeth Korts

Parcel Identification : 7
Property Owner: Ashley McHenry
Mailing Address : 610 San Leanna Dr
Austin, TX 78748

Signature:

Ashley McHenry

Parcel Identification : 8
Property Owner: Thomas Hartley
Mailing Address : 609 & 615 San Leanna Dr
Austin, TX 78748

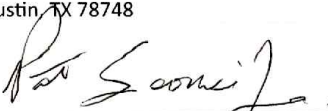
Signature:

Thomas Hartley


Parcel Identification : 9
Property Owner: Robert Steele
Mailing Address : 11500 Circle Dr
Austin, TX 78748

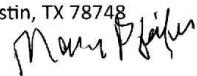
Signature:

Robert M. Steele *Cindy Steele*

Parcel Identification : 10
Property Owner: Pat Sconci
Mailing Address : 11501 Circle Dr
Austin, TX 78748
Signature: 

Parcel Identification : 11
Property Owner: Seth Aaronson
Mailing Address : 11400 Sombrero Drive
Austin, TX 78748
Signature: 

Parcel Identification : 12
Property Owner: McCright Estate -
Mailing Address : 11401 Sombrero Drive
Austin, TX 78748
Signature:  *Executor for Estate of Pat McCright*

Parcel Identification : 13
Property Owner: Mary Pfiefer
Mailing Address : 409 San Leanna Dr
Austin, TX 78748
Signature: 

Parcel Identification : 14
Property Owner: Mark & Jacalyn Hutson
Mailing Address : 405 San Leanna Dr
Austin, TX 78748
Signature: 

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE CITY OF AUSTIN AND THE VILLAGE OF SAN LEANNA

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the Village of San Leanna, Travis County, a municipal corporation and political subdivision of Texas ("San Leanna"), together the "parties," and each individually, a "party."

RECITALS

Austin and San Leanna have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

San Leanna has adopted public health ordinances and wishes to secure certain health inspection services from Austin.

Austin has experienced and trained personnel that can provide inspection services to San Leanna in a way that would be more efficient than efforts by San Leanna to provide those same services directly to its residents.

Austin and San Leanna have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, San Leanna and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 "Director" means the Director of Austin Public Health.
- 1.03 "General Environmental Complaints" means complaints related to trash, rubbish, weeds, junk vehicles and substandard housing.
- 1.04 "Mayor" means the Mayor of San Leanna or his or her successor.
- 1.05 "Fiscal Year" means the twelve-month time-period between October 1 and September 30 of the following year.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement. It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and San Leanna's ordinances regulating general environmental health and safety. More specifically, Austin shall conduct complaint investigations, and shall participate in San Leanna's administrative enforcement as described in Section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files of completed investigations and inform San Leanna of the results of such inspections and any recommendations for action by San Leanna

3.01.3 Ensure Austin-staff is available to testify in court proceedings in the event suit is brought regarding the services provided under this Agreement or San Leanna's enforcement actions.

3.01 Austin shall have no duty to perform the following activities, and San Leanna agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

3.02.4 Permit, inspect, or investigate food establishments, swimming pools or spas, or perform custodial care inspection

3.03 Enforce state law(s) and any applicable San Leanna ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the provision of testimony and evidence at administrative hearings before San Leanna City Council or its delegate.

4.0 RESPONSIBILITIES OF SAN LEANNA

4.01 San Leanna shall:

4.01.1 Authorize personnel of Austin Public Health, Environmental Health Services Division, to act as its agents in enforcing state law and any applicable San Leanna ordinances.

4.01.2 Provide Austin certified copies of any San Leanna ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, Lakeway will be responsible for implementing legal enforcement measures that result from enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

5.0 MUTUAL RESPONSIBILITIES

Austin and San Leanna agree to meet annually to establish and evaluate operating policies and procedures and make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of Austin's provision of services described in Section 3 of the Agreement, Austin will invoice San Leanna in the amount of \$1,500.00 and San Leanna will pay Austin the \$1,500.00 in one installment by December 30 of the same fiscal year. San Leanna shall submit payments to Marcel Elizondo, Division Chief, Environmental Health Services Division, at P.O. Box 142529, Austin Texas 78714.

If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

- 8.01 Original Records. Austin, on behalf of San Leanna, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. San Leanna shall be entitled to make and retain such copies as may be necessary to document its work.
- 8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by San Leanna of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. San Leanna shall maintain records related to this Agreement in accordance with applicable government records retention schedules.
- 8.03 San Leanna Access. Austin shall give San Leanna, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.
- 8.04 San Leanna Audit. San Leanna has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit San Leanna, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at San Leanna's expense, any document, materials or information necessary to facilitate these audits.
- 8.05 Austin Access. San Leanna shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by San Leanna pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by San Leanna. As requested by Austin, San Leanna shall certify to Austin the financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of San Leanna. However, no employee of Austin shall be considered an employee of San Leanna for purposes of gaining any rights or benefits due to an employee of San Leanna pursuant to San Leanna's personnel policies.

10.0 ON-SITE MONITORING

San Leanna has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under this Agreement during their annual budget planning and adoption process.

11.03 Procedure for Termination. In the event of termination under Section 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party in compliance with the notice provisions described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of San Leanna or its agents arising from the performance of duties or responsibilities under this Agreement. San Leanna shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or its employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or San Leanna relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 San Leanna Address. The address of San Leanna for all purposes under this Agreement and all notices hereunder shall be:

City Manager
City Hall
Village of San Leanna
P.O. Box 1107
Manchaca, Texas 78652
Email: _____

- 14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Adrienne Sturup, Director (or successor)
Austin Public Health Department
7201 Levander Loop, Building E
Austin, Texas 78702
Email: Adrienne.Sturup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)
Austin Public Health Department
P.O. Box 142529
Austin, Texas 78714
Email: Marcel.Elizondo@austintexas.gov

- 14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and San Leanna shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and San Leanna laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

- 17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of San Leanna and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any

right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor San Leanna waives nor shall 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.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either party has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by San Leanna City Council constitutes San Leanna's designation of its authority to enforce San Leanna's ordinances regulating general environmental health and safety, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of San Leanna.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Rollingwood. Austin shall provide Rollingwood written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

Executed on this the _____ day of _____, 2023.

VILLAGE OF SAN LEANNA

By: _____

Title: _____

CITY OF AUSTIN

By: _____

Title: _____

VILLAGE OF SAN LEANNA

RESOLUTION NO. R23-003

AMENDMENT TO MUNICIPAL BUDGET FOR FY 2022-2023

WHEREAS, the municipal budget for the Village of San Leanna for fiscal year 2022-2023 was approved on the 15th day of September, 2022; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, the Board of Aldermen desire to amend said budget;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the Village of San Leanna, that the following amendments to the approved budget for FY 2022-2023 be made:

<u>GENERAL FUND REVENUES:</u>	<u>From</u>	<u>To</u>
a) Item # 107 – Transfer from Reserve	\$ 25,278.00	\$ 0.00

EXPLANATION OF AMENDMENT:

- a) Transfer from Reserve budget amended to reflect amendments to General Fund Expenses. No transfer will be needed to cover expenses in FY 2022-2023.

<u>GENERAL FUND EXPENSES:</u>	<u>From</u>	<u>To</u>
a) Item # 112 – Road Maintenance	\$ 50,068.00	\$ 56,818.00
b) Item # 121 – Office Expenses	\$ 7,000.00	\$ 8,000.00
c) Item # 123 – Appraisals	\$ 900.00	\$ 1,050.00
d) Item # 132 – Flood Prevention	\$ 50,000.00	\$ 10,000.00

EXPLANATION OF AMENDMENT:

- a) Road Maintenance budget amended to provide for speed bump painting and expenses related to the closure of San Leanna Dr.
- b) Office Expenses budget amended due to large website renewal and hosting fee – charged once every three years.
- c) Appraisals budget amended to provide for increased Travis County Appraisal District parcel fees unaccounted for at the beginning of the fiscal year.
- d) Flood Prevention budget amended to release unused funds.

PASSED AND APPROVED on this 20th day of July, 2023, with a vote of ____ ayes, ____ nays, and ____ abstentions of the Board of Aldermen of the Village of San Leanna, Texas.

Molly Quirk, Mayor

Attest:

Rebecca Howe, City Secretary/Administrator

**AMENDED BUDGET
VILLAGE OF SAN LEANNA
FISCAL YEAR 2022-2023**

GENERAL FUND

REVENUES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>AMENDED BUDGET 2022-2023</u>
101	PROPERTY TAXES	\$235,000.00
102	FRANCHISE TAXES	\$15,000.00
103	INTEREST	\$1,500.00
104	BUILDING PERMITS	\$5,000.00
106	MISCELLANEOUS	\$100.00
107	TRANSFER FROM RESERVE	\$0.00
<u>TOTALS:</u>		\$256,600.00

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>AMENDED BUDGET 2022-2023</u>
112	ROAD MAINTENANCE	\$56,818.00
113	CITY ADMINISTRATOR	\$40,810.00
114	TML INSURANCE	\$3,600.00
115	LEGAL	\$5,000.00
116	TAXES	\$6,200.00
117	ENVIRONMENTAL MAINTENANCE	\$60,000.00
118	PUBLIC INFORMATION	\$800.00
119	AUDIT	\$6,000.00
120	SECURITY LIGHTS	\$3,200.00
121	OFFICE EXPENSES	\$8,000.00
122	ORG.MEMBERSHIP DUES	\$1,000.00
123	APPRAISALS	\$1,050.00
124	BUILDING INSPECTIONS	\$5,000.00
125	MISCELLANEOUS	\$1,500.00
126	ARBORIST	\$13,000.00
128	COUNCIL EXPENSES	\$100.00
129	PUBLIC AFFAIRS	\$3,000.00
130	COMMUNITY CENTER	\$5,000.00
131	ENGINEER	\$1,500.00
132	FLOOD PREVENTION	\$10,000.00
133	EMPLOYEE REIMBURSEMENT	\$200.00
134	HEALTH DEPT.CONTRACT	\$1,500.00
135	PUBLIC SAFETY	\$1,500.00
136	ZONING ADMINISTRATOR	\$12,000.00
137	EMPLOYEE BENEFIT STIPEND	\$3,000.00
<u>TOTALS:</u>		\$249,778.00

**VILLAGE OF SAN LEANNA
GENERAL FUND REPORT
6-1-2023 -- 6-30-2023**

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	\$368.09	\$235,619.06	\$235,987.15	(\$987.15)	\$235,000.00
102	FRANCHISE TAXES	\$48.18	\$14,242.24	\$14,290.42	\$709.58	\$15,000.00
103	INTEREST	\$1,886.63	\$14,755.08	\$16,641.71	(\$15,141.71)	\$1,500.00
104	BUILDING PERMITS	\$1,740.00	\$3,475.00	\$5,215.00	(\$215.00)	\$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>		\$4,042.90	\$268,102.68	\$272,145.58	\$9,732.42	\$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	\$3,007.34	\$26,800.74	\$29,808.08	\$11,001.92	\$40,810.00
114	TML INSURANCE	\$0.00	\$2,544.75	\$2,544.75	\$1,055.25	\$3,600.00
115	LEGAL	\$77.50	\$1,638.50	\$1,716.00	\$3,284.00	\$5,000.00
116	TAXES	\$0.00	\$3,430.05	\$3,430.05	\$2,769.95	\$6,200.00
117	ENVIRONMENTAL MAINTENANCE	\$2,000.00	\$46,168.30	\$48,168.30	\$11,831.70	\$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	\$247.83	\$1,982.63	\$2,230.46	\$969.54	\$3,200.00
121	OFFICE EXPENSES	\$880.02	\$5,642.28	\$6,522.30	\$477.70	\$7,000.00
122	ORG. MEMBERSHIP DUES	\$0.00	\$702.40	\$702.40	\$297.60	\$1,000.00
123	APPRAISALS	\$257.49	\$525.98	\$783.47	\$116.53	\$900.00
124	BUILDING INSPECTIONS	\$75.00	\$2,700.00	\$2,775.00	\$2,225.00	\$5,000.00
125	MISCELLANEOUS	\$245.00	\$826.00	\$1,071.00	\$429.00	\$1,500.00
126	ARBORIST	\$850.00	\$4,130.00	\$4,980.00	\$8,020.00	\$13,000.00
128	COUNCIL EXPENSES	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
129	PUBLIC AFFAIRS	\$761.39	\$1,570.16	\$2,331.55	\$668.45	\$3,000.00
130	COMMUNITY CENTER	\$200.34	\$3,067.33	\$3,267.67	\$1,732.33	\$5,000.00
131	ENGINEER	\$0.00	\$950.00	\$950.00	\$550.00	\$1,500.00
132	FLOOD PREVENTION	\$3,650.00	\$900.00	\$4,550.00	\$45,450.00	\$50,000.00
133	EMPLOYEE REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
134	HEALTH DEPT. CONTRACT	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
135	PUBLIC SAFETY	\$0.00	\$1,187.39	\$1,187.39	\$312.61	\$1,500.00
136	ADVISOR	\$923.50	\$7,885.25	\$8,808.75	\$3,191.25	\$12,000.00
137	EMPLOYEE BENEFIT STIPEND	\$210.87	\$1,960.87	\$2,171.74	\$828.26	\$3,000.00
<u>TOTALS:</u>		\$14,886.28	\$164,680.28	\$179,566.56	\$102,311.44	\$281,878.00

**VILLAGE OF SAN LEANNA
WATER FUND REPORT
6-1-2023 -- 6-30-2023**

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>
201	WATER BILLING	\$9,980.39	\$79,932.84	\$89,913.23	\$35,086.77	\$125,000.00
202	WATER TAP FEES	\$0.00	\$4,780.00	\$4,780.00	\$4,820.00	\$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	\$1,325.00	\$1,325.00
<u>TOTALS:</u>		\$9,980.39	\$84,862.84	\$94,843.23	\$42,181.77	\$137,025.00

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>
210	WATER OPERATOR	\$2,750.00	\$22,000.00	\$24,750.00	\$8,250.00	\$33,000.00
211	DISTRICT FEES	\$1,345.18	\$3,315.40	\$4,660.58	\$1,539.42	\$6,200.00
212	MAINTENANCE/REPAIR	\$1,319.18	\$9,341.19	\$10,660.37	\$19,339.63	\$30,000.00
213	ELECTRICITY	\$691.58	\$4,767.37	\$5,458.95	\$3,541.05	\$9,000.00
214	BOOKKEEPER	\$1,503.67	\$13,400.44	\$14,904.11	\$5,500.89	\$20,405.00
215	BILLING SUPPLIES	\$909.76	\$1,089.49	\$1,999.25	\$200.75	\$2,200.00
216	METER READER	\$147.76	\$1,120.00	\$1,267.76	\$652.24	\$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	\$1,150.41	\$13,625.36	\$14,775.77	\$10,224.23	\$25,000.00
222	ASSISTANT WATER OPERATOR	\$250.00	\$2,000.00	\$2,250.00	\$750.00	\$3,000.00
TOTALS:		\$10,067.54	\$70,659.25	\$80,726.79	\$56,298.21	\$137,025.00

CHECKING ACCOUNT BALANCE:

BEGINNING BALANCE	\$29,780.77	\$43,804.06
TOTAL REVENUES	\$14,023.29	
TRANSFER-TEXPOOL	\$0.00	
TOTAL EXPENSES	\$24,953.82	
TRANSFER-TEXPOOL	\$0.00	
INTEREST RET-TEXPOOL	\$1,886.63	\$26,840.45

ENDING BALANCE **\$16,963.61**

CHECKBOOK BALANCE **\$16,963.61**

TEXPOOL BALANCE:

BEGINNING BALANCE	\$454,142.54
DEPOSITS	\$0.00
INTEREST	\$1,886.63
TOTAL	\$456,029.17
WITHDRAWALS	\$0.00

ENDING BALANCE **\$456,029.17**

**VILLAGE OF SAN LEANNA
FINANCIAL REPORT
6-1-2023 -- 6-30-2023**

ROAD IMPROVEMENT FUND - 2017-2021

<u>REVENUES</u>	<u>CURRENT MONTH</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 22-23</u>
301 CAPITAL METRO - BTC FUNDING 2021	\$0.00	\$0.00	\$0.00	\$0.00
302 TRANSFER - CAPITAL METRO - RESERVED	\$0.00	\$42,040.00	\$0.00	\$42,040.00
303 CAPMETRO - BTC - PROJECT REIMBURSE	\$0.00	\$0.00	\$42,000.00	\$42,000.00
304 TRANSFER - ROAD PROJECT RESERVED F	\$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 RI	\$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	\$51,981.00
302-22 TRANSFER - CAPITAL METRO - RESERVED	\$0.00
303 CAPMETRO - BTC - PROJECT REIMBURSE	\$0.00
304 TRANSFER - ROAD PROJECT RESERVED F	\$0.00
<u>TOTALS:</u>	\$51,981.00
<u>EXPENSES</u>	
310 ROAD IMPROVEMENT - TBD	\$0.00
311 MISC	\$0.00
<u>TOTALS:</u>	\$0.00

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING (CLFRF) - ARPA

<u>REVENUES:</u>	<u>CURRENT MONTH</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 22-23</u>
501 CORONAVIRUS LOCAL FISCAL RECOVERY FUI	\$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 WE	\$0.00	\$0.00	\$28,091.28	\$28,091.28
511 WATER SYSTEM IMPROVEMENTS - SOUTH WE	\$0.00	\$72,000.00	\$0.00	\$72,000.00
<u>TOTALS:</u>	\$0.00	\$72,000.00	\$28,091.28	\$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	\$28,091
CURRENT BUDGET RESERVE	<u>\$117,626</u>	<u>\$106,695</u>
<u>TOTAL ALL RESERVED FUNDS</u>	\$328,744	\$281,566
TOTAL TEXPOOL AND CHECKBOOK	\$483,923	\$472,993
LESS TOTAL RESERVED	<u>\$328,744</u>	<u>\$281,566</u>
<u>UNALLOCATED AVAILABLE FUNDS</u>	\$155,179	\$191,427