

THE VILLAGE OF SAN LEANNA
AGENDA
Regular Board of Aldermen Public Meeting
Thursday, October 21, 2021
7:00 p.m. – Community Center – 11906 Sleepy Hollow

A. MEETING CALLED TO ORDER

Roll call

Approval of minutes: Regular B of A Meeting & Public Hearing.....September 16, 2021

B. CITIZENS' COMMUNICATION

1. Citizen Communication

C. ITEMS SCHEDULED FOR ACTION

1. Consideration to extend the Build Central Texas Interlocal Agreement between Capital Metro and the Village of San Leanna through September 30, 2024.
2. Discussion and potential action pertaining to the Old Manchaca Rd project.
3. Discussion and potential action pertaining to temporary placement of Waste Connections dumpster, as well as additional waste management options.
4. Discussion and potential action regarding the streaming of future public meetings of the Board of Aldermen.
5. Designation, by Resolution 21-004, of official newspaper for publication of required notices.
6. Consideration to approve amended FY 2020-2021 financial reports.
7. Consideration of adoption of amended budget for FY 2020-2021, by Resolution 21-005.
8. Review and approve financial report for September 2021.

D. ITEMS FOR DISCUSSION

E. REPORTS AND INFORMATION

1. **Mayor's Report**..... Updates re: meeting/symposium attendance
2. **Zoning Report**..... Certificate of Occupancy:
New building permits:
Active Building permits:
3. **Administrative Report**... surveys/reports, administrative updates, complaint 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
8. **Environmental**..... Tree Care Program, mowing/trimming, trash/recycling, burn piles, drainage info, flood prevention

F. ADJOURNMENT

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

The Board of Aldermen of the Village of San Leanna reserves the right to adjourn into executive session at any time to discuss any of the matters listed above, as authorized by Texas Government Code

Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

Posted _____ October 18, 2021

Rebecca Howe, Village Administrator

**THE VILLAGE OF SAN LEANNA
MINUTES**

Regular Board of Aldermen Public Meeting & Public Hearing
Thursday, September 16, 2021
7:00 p.m. – Community Center – 11906 Sleepy Hollow

A. MEETING CALLED TO ORDER

Present: Molly Quirk, Helen Rockenbaugh, Christa Gregg, Charlie Burks, Danny Villarreal, Mary Wright.

Helen Rockenbaugh moved to approve minutes of Regular B of A Meeting on August 19, 2021 as written; Danny Villarreal Burks seconded; motion carried with a vote of 5 in favor – 0 opposed.

B. CITIZENS' COMMUNICATION

1. Chris Goldstein introduced himself and addressed council with a brief description of the 50th Anniversary video he had been working on with Linda Barrett and Helen Rockenbaugh.
2. A video from resident Scott Paxton regarding drainage concerns was played for council. Maintenance of the Village's drainage easement at River Oaks and Redbud Trl was discussed by council.

C. PUBLIC HEARING

1. Mayor Quirk opened the public hearing. City Administrator, Rebecca Howe, reviewed accomplishments of 2020-2021 and presented the budget for FY 2021-2022. Ms. Howe recommended a decrease in Flood Prevention budget from \$100,000 to \$50,000 and an increase in total expenses for the 2017-2020 Road Improvements Fund from \$224,040 to \$332,000. Council briefly reviewed and discussed the proposed budget for FY 2021-2022.
2. Mayor Quirk and Rebecca Howe reviewed the proposed tax rate. Mayor Quirk stated that the proposed property tax rate of \$0.2498 per \$100 valuation for FY 2019-2020 remains the same as last year but would increase the Village tax revenue due to increased property values and new properties in the Village.

Mayor Quirk closed the public hearing.

D. ITEMS SCHEDULED FOR ACTION

1. Danny Villarreal moved to approve the August 2021 financial report; Charlie Burks seconded; motion carried with a vote of 5 in favor – 0 opposed.
2. Charlie Burks moved to adopt budget for FY 2021-2022 as presented with changes presented by Rebecca Howe in Public Hearing; Danny Villarreal seconded; motion carried with a vote of 5 in favor – 0 opposed.

3. Charlie Burks moved by special motion to adopt the proposed property tax rate of \$0.2498 per \$100 valuation for FY 2021-2022; Danny Villarreal seconded; motion carried with a record vote of Charlie Burks, Danny Villarreal, Helen Rockenbaugh, Christa Gregg, and Mary Wright in favor – 0 opposed. The property tax rate was adopted by Ordinance No. R21-001.
4. Council reviewed information regarding potential violation of Zoning Ordinance No. 13-001 at 820 Indian Tree Trail, as it pertains to restrictions on home-based business. Council determined that there was insufficient evidence that a violation was taking place at the residence, noting complainants would need to furnish photo or video evidence of business-related work being performed by individuals who do not reside at the residence. Helen Rockenbaugh moved to table the complaint; Christa Gregg seconded; motion carried with a vote of 5 in favor – 0 opposed.
5. Council reviewed information pertaining to a complaint of an inhabited tent in the backyard at 11909 Bluebonnet Ln, potentially constituting a Health and Sanitation Ordinance No. 01-005 and/or Zoning Ordinance No. 13-001 violation. Rebecca Howe stated that a letter had been sent to the home owner with no response as of the time of the meeting. Charlie Burks moved to refer the issue to Austin Public Health in order to obtain potential resources for the home owner and to write a letter to the home owner explaining the referral and the violation to the Zoning Ordinance; Danny Villarreal seconded; motion carried with a vote of 5 favor – 0 opposed.
6. Council discussed drainage quotes presented at the previous meeting. Charlie moved to approve drainage work on the southwest side of the big ditch and at River Oaks and Redbud Trl; Danny Villarreal seconded; motion carried with a vote of 5 in favor – 0 opposed.
7. Council discussed the proposal received from Adurra for services on the Old Manchaca Road Project. Danny Villarreal moved to approve the Adurra proposal for engineering services on the Old Manchaca Rd project; Christa Gregg seconded; motion carried with a vote of 5 in favor – 0 opposed.
8. Council discussed overgrown lots on Circle Dr and Sunset Dr. Due to confusion over ownership of the lots, no action was taken to mow the lots and bill the owners. Rebecca Howe stated that she would work to obtain updated ownership records if the lots had indeed been sold.

E. ITEMS FOR DISCUSSION

F. REPORTS AND INFORMATION

1. Mayor's Report: Mayor Quirk thanked Linda Barrett for arranging interviews for the 50th Anniversary video and informed council of the upcoming TML Conference and an upcoming lunch with Commissioner Ann Howard. Mayor Quirk noted that with many new residents moving into the Village, there would be a growing need to make residents aware of Village ordinances and speed limits.

Linda Barrett reported that a certificate of use was issued for 621 River Oaks. Aside from a change to the permit at 11505 Sombrero to include a pool house and 512 River Oaks to include electricity, all other permit statuses remained the same as the previous month. Council discussed some issues with outstanding inspections.

2. Administrative: Rebecca Howe reported on issues related to the merger of the Village's bank, BB&T, and Suntrust into Truist. Ms. Howe stated that she would be monitoring whether the issues with Quickbooks integration and check/deposit images were resolved once the merger was complete.
3. Roads: Danny Villarreal reported that speed bump signs were scheduled to be installed.
4. Public Affairs: Helen Rockenbaugh reported on the 50th Anniversary Cookie drive thru on September 17th and a possible Trunk or Treat event on October 30th. Council reviewed survey responses regarding Trunk-or-Treat, National Night Out, and park improvements for the south park.
5. Public Safety: Christa Gregg updated council on more centralized National Night Out plans at Jim Payne Park. Council discussed plans and logistics.
6. Water: Mary Wright reported on the drought status and the status of the water system. The Aquifer District was in Stage 1/No Drought Status with a voluntary 10% conservation period in place. The City of Austin was in Conservation Stage. Mary Wright reported that the water system was running smoothly and that well levels had fallen 15.5 ft. since the previous month, to a level of 115.9 ft.

Byron Townsend discussed needs for upcoming repairs, maintenance, and emergency preparedness preparation.

7. Environmental: Charlie Burks updated council on tree trimming and removal scheduled for the water plant yards and right-of ways.

G. ADJOURNMENT

Charlie Burks moved to adjourn the meeting; Danny Villarreal seconded; meeting adjourned at 8:47 pm.

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY
AND
THE VILLAGE OF SAN LEANNA
FOR
BUILD CENTRAL TEXAS**

This Interlocal Agreement (“Agreement”) is entered into by and between the Village of San Leanna, (hereinafter “the Suburban Community”) a Texas municipal corporation and political subdivision of the state of Texas and Capital Metropolitan Transportation Authority (“Capital Metro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and the Suburban Community are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

I. Recitals

Whereas, this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

Whereas, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas or its charter;

Whereas, Capital Metro has developed the Build Central Texas Program – Suburban Communities Program (“BCT Program”) to meet the transportation infrastructure needs of suburban cities and portions of counties in the Capital Metro service area by providing for their transportation system improvement projects;

Whereas, the Parties now desire to enter into a mutually beneficial agreement that meets the transportation mobility needs of both Parties; and

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

II. BCT Program Funding, Guidelines and Procedures

- A. The Capital Metro Board of Directors (“Capital Metro Board”) is expected to allocate funds for the BCT Program for each fiscal year during the term of this Agreement. There is no guarantee that the Capital Metro Board will allocate any funds in any fiscal year. Capital Metro will review funding of the Program annually to ensure that funding for other major initiatives of Capital Metro is not detrimentally impacted by the Suburban Communities Program. The Capital Metro Board may eliminate funding for the BCT Program as part of its annual budget appropriation for each fiscal year, and in such event, no funds will be available under this Agreement. Elimination of funding of the Program in any one fiscal year does not affect funds previously allocated to the Suburban Community. If any funds are allocated to the BCT Program, Capital Metro staff will notify the Suburban Community of the amounts allocated to the Suburban Community and the terms and conditions of this Agreement will apply.

- B. Once Capital Metro staff notifies the Suburban Community of a fiscal year allocation under this

Agreement, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year in accordance with the Suburban Communities Program Procedures and Guidelines attached to this Agreement as **Exhibit A** (the “BCT Guidelines and Procedures”). If a project list for any fiscal year is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.

- C. The Suburban Community will comply with the BCT Guidelines and Procedures, which set out the rules and regulations governing participation in the BCT Program and payments to be made to the Suburban Community under this Agreement. Capital Metro reserves the right, in its sole discretion to make amendments to the BCT Guidelines and Procedures from time to time.

III. Term and Termination

- A. The initial term of this Agreement is from the date of the last Party to sign (“Effective Date”) through September 30, 2024. Capital Metro may, in its sole discretion, exercise the option to extend this Agreement for up to two (2) additional one (1) year periods contingent upon the availability of funding. Any subsequent optional renewal will be mutually agreed to by the Parties. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.
- B. If for any fiscal year, funds are not appropriated or allocated by one of the Parties to this Agreement, for such Party’s performance of its obligations under this Agreement, this Agreement shall become void, without penalty to either Party, and the Party shall promptly give notice to the other Party that funds were not appropriated or allocated.
- C. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro’s performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of such termination or cancellation, Capital Metro will not be liable to the Suburban Community for any damages, which are caused or associated with such termination, or cancellation.

IV. General Provisions

- A. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
- B. Severability. If any provision of the Agreement will, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the Agreement, in which event the Agreement will be canceled.
- C. Cooperation. The Parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- D. Independent Contractor. This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- E. Entire Agreement. This Agreement, together with Exhibit A, represents the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement.
- F. No Amendment of Other Agreements. Unless otherwise expressly stipulated in this Agreement,

this Agreement is separate from and is not an amendment or modification of any other agreement between the parties.

- G. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that the Suburban Community and Capital Metro are subject to the Texas Public Information Act (“TPIA”) and unless accepted by that Act, documents and information in the Suburban Community’s and Capital Metro’s possession are subject to public disclosure.
- H. Venue. Venue for any action arising under this Agreement will be in Travis County, Texas.
- I. Interpretation of Laws and Authorities. All federal and state contractual provisions, as applicable, will be included in any corresponding contracts or procurements by the Parties. The Parties shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into by the individual Party in support of the contract work. The Parties will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this Agreement as if the respective Party, entering into the subcontract, rendered such performances. In no event does this provision relieve each Party of its individual responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.
- J. Notices. Any notice given hereunder by either Party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

Suburban Community: Village of San Leanna
Mayor Molly Quirk
P.O. Box 1107
Manchaca, TX 78652

Capital Metro: President/CEO
Capital Metropolitan Transportation Authority
700 Lavaca, Suite 1400
Austin, Texas 78701

With a copy to: Chief Counsel
Capital Metropolitan Transportation Authority
700 Lavaca, Suite 1400
Austin, Texas 78701

- K. Liability. **THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE

POSSIBILITY THEREOF.

- L. Administrative Approval. The Suburban Community’s duly authorized representative and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action or action from their respective governing bodies, but only to the extent necessary to implement and further the clear intent of the respective governing bodies’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

- M. Government Immunity. By execution of this Agreement, neither Party waives nor relinquishes any immunity rights available to it by law except as otherwise stipulated by applicable laws.

V. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan
Transportation Authority**

Village of San Leanna

By: _____

By: _____

Catherine Walker
EVP, Chief Financial & Risk Officer

Molly Quirk
Mayor, Village of San Leanna

Date: _____

Date: _____

EXHIBIT A

THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area (collectively, the “Suburban Communities”) benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

Project Criteria

1. The purpose of a project must be for transit related capital improvements and generally will fall into one of the following categories, unless otherwise agreed to by Capital Metro:
 - a. Transit Capital Improvements:
 - i. Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows.
 - ii. Must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the Suburban Community that the project is along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
 - b. Street Resurfacing and Improvements:
 - i. Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition.
 - ii. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition, as determined by Capital Metro staff. Written verification of such resurfacing must be submitted.

c. Mobility Improvements:

- i. Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, transit-related bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related bicycle and pedestrian improvements are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or service.
2. Strong preference is given to projects that are directly on a transit route.
 3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
 4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

Project Submittal

1. If Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1-September 30). The proposed project list must be submitted on or before March 31 of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work for the services to be provided by the Suburban Community.
2. Upon request, the Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project. Any project not rejected by Capital Metro shall be deemed approved.
3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Final project proposals should be in letter form and directed to Capital Metro at the following address:

Capital Metropolitan Transportation Authority

Attn: Finance
2910 East Fifth Street
Austin, Texas 78702

4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Notwithstanding the foregoing, emergency projects deemed by the Suburban Community to be of grave

public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.

5. In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise (“SBE”) participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own “Small Business Program” or the Suburban Community may follow Capital Metro’s SBE program.
6. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.
7. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required.

Project Administration

Throughout the term of any project, the Suburban Community will:

1. Maintain regular communication with Capital Metro.
2. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
3. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
4. Notify Capital Metro or its representative when the project is complete or substantial completed.
5. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

Invoicing and Payment

1. The Suburban Community is responsible for invoicing Capital Metro upon completion or substantial completion of the project in accordance with the terms of the Agreement. The invoices should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc.
2. The Suburban Community shall provide Capital Metro with any documentation pertaining to any approved project, including pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
3. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.
4. Capital Metro shall make payments to the Suburban Community, under this Agreement, as

follows: a check for fifty percent (50%) of each fiscal year allocation under this Agreement shall be mailed to the Suburban Community upon submittal of an approved project list for the fiscal year in which funds are allocated and an invoice on the Communities' letterhead. A check for the remaining fifty percent (50%) of the allocated amount for any fiscal year shall be mailed to the Suburban Community upon submission of an invoice from the Suburban Community, together with satisfactory documentation of completion of all approved projects for which funds have been allocated. Capital Metro shall pay all invoices in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

5. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.
6. Payments to Suburban Community are expressly contingent upon the Suburban Community's strict compliance with this Agreement, including the BCT Guidelines and Procedures.
7. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.

RESOLUTION NO. R 21-004

**A RESOLUTION OF THE VILLAGE OF SAN LEANNA, TEXAS,
DESIGNATING AN OFFICIAL NEWSPAPER FOR FISCAL YEAR 2020-2021**

WHEREAS, the Village of San Leanna is required to adopt an official municipal newspaper at the beginning of each fiscal year, as per Chapter 52.004 of the Texas Local Government Code; and

WHEREAS, The Hays Free Press, a newspaper published in the City of Kyle, has a local circulation, is printed once per week, and meets the statutory requirements for official newspapers;

NOW, THEREFORE, BE IT RESOLVED,

That the Board of Aldermen of the Village of San Leanna hereby designates the Hays Free Press as the official newspaper for publication of all notices required by Texas state law during FY 2021-2022.

PASSED AND APPROVED on this 21st day of October, 2021 by a vote of ____ in favor ____ opposed.

Molly Quirk
Mayor, Village of San Leanna

Attest:

Rebecca Howe
City Administrator

VILLAGE OF SAN LEANNA
RESOLUTION NO. R21-005

AMENDMENT TO MUNICIPAL BUDGET FOR FY 2020-2021

WHEREAS, the municipal budget for the Village of San Leanna for fiscal year 2020-2021 was approved on the 17th day of September, 2020; 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 2020-2021 be made:

<u>GENERAL FUND REVENUES:</u>	<u>From</u>	<u>To</u>
a) Item # 107 – Transfer from Reserve	\$ 54,691.67	\$ 56,736.67

EXPLANATION OF AMENDMENT:

a) Higher transfer from reserve may be needed to fund and balance budget

<u>GENERAL FUND EXPENSES:</u>	<u>From</u>	<u>To</u>
a) Item # 112 – Road Maintenance	\$ 19,700.00	\$ 21,600.00
b) Item # 118 – Public Information	\$ 800.00	\$ 945.00

EXPLANATION OF AMENDMENT:

a) Road Maintenance budget amended to allow for invoice for speed bump warning sign installation.

b) Public Information budget amended to allow additional public notice expenses needed in order to stay in compliance with budget and tax rate hearing notice deadlines.

PASSED AND APPROVED on this 21st day of October, 2021, 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 - AUGUST 2021
VILLAGE OF SAN LEANNA
FISCAL YEAR 2020-2021**

GENERAL FUND

REVENUES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>ADOPTED BUDGET 2020-2021</u>	<u>AMENDED BUDGET 2020-2021</u>
101	PROPERTY TAXES	\$175,000.00	\$175,000.00
102	FRANCHISE TAXES	\$15,000.00	\$15,000.00
103	INTEREST	\$500.00	\$500.00
104	BUILDING PERMITS	\$4,000.00	\$4,000.00
106	MISCELLANEOUS	\$100.00	\$100.00
107	TRANSFER FROM RESERVE	\$54,691.67	\$56,736.67
<u>TOTALS:</u>		\$249,291.67	\$251,336.67

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>ADOPTED BUDGET 2020-2021</u>	<u>AMENDED BUDGET 2020-2021</u>
112	ROAD MAINTENANCE	\$19,700.00	\$21,600.00
113	CITY ADMINISTRATOR	\$36,666.67	\$36,666.67
114	TML INSURANCE	\$2,800.00	\$2,800.00
115	LEGAL	\$3,000.00	\$3,000.00
116	TAXES	\$5,000.00	\$5,000.00
117	ENVIRONMENTAL MAINTENANCE	\$37,000.00	\$37,000.00
118	PUBLIC INFORMATION	\$800.00	\$945.00
119	AUDIT	\$5,000.00	\$5,000.00
120	SECURITY LIGHTS	\$3,200.00	\$3,200.00
121	OFFICE EXPENSES	\$4,700.00	\$4,700.00
122	ORG.MEMBERSHIP DUES	\$1,000.00	\$1,000.00
123	APPRAISALS	\$825.00	\$825.00
124	BUILDING INSPECTIONS	\$5,000.00	\$5,000.00
125	MISCELLANEOUS	\$1,000.00	\$1,000.00
126	ARBORIST	\$13,000.00	\$13,000.00
128	COUNCIL EXPENSES	\$100.00	\$100.00
129	PUBLIC AFFAIRS	\$5,000.00	\$5,000.00
130	COMMUNITY CENTER	\$2,000.00	\$2,000.00
131	ENGINEER	\$1,500.00	\$1,500.00
132	FLOOD PREVENTION	\$90,000.00	\$90,000.00
133	EMPLOYEE REIMBURSEMENT	\$500.00	\$500.00
134	HEALTH DEPT.CONTRACT	\$1,500.00	\$1,500.00
135	PUBLIC SAFETY	\$1,000.00	\$1,000.00
136	ADVISOR	\$6,000.00	\$6,000.00
137	EMPLOYEE BENEFIT STIPEND	\$3,000.00	\$3,000.00
<u>TOTALS:</u>		\$249,291.67	\$251,336.67

WATER FUND

REVENUES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>ADOPTED BUDGET 2020-2021</u>	<u>PROPOSED BUDGET 2020-2021</u>
201	WATER BILLING	\$125,000.00	\$125,000.00
202	WATER TAP FEES	\$4,800.00	\$4,800.00
203	METER DEP/CONNECT FEES	\$1,000.00	\$1,000.00
204	MISCELLANEOUS	\$100.00	\$100.00
205	TRANSFER FROM RESERVE	\$0.00	\$0.00
<u>TOTALS:</u>		\$130,900.00	\$130,900.00

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>ADOPTED BUDGET 2020-2021</u>	<u>AMENDED BUDGET 2020-2021</u>
210	WATER OPERATOR	\$26,688.00	\$26,688.00
211	DISTRICT FEES	\$6,000.00	\$6,000.00
212	MAINTENANCE/REPAIR	\$30,000.00	\$30,000.00
213	ELECTRICITY	\$8,300.00	\$8,300.00
214	BOOKKEEPER	\$18,333.33	\$18,333.33
215	BILLING SUPPLIES	\$1,750.00	\$1,750.00
216	METER READER	\$1,854.00	\$1,854.00
217	METER REFUNDS	\$1,000.00	\$1,000.00
218	MISCELLANEOUS	\$100.00	\$100.00
220	CITY OF AUSTIN CONTRACT	\$2,600.00	\$2,600.00
221	CITY OF AUSTIN WATER	\$25,000.00	\$25,000.00
<u>TOTALS:</u>		\$121,625.33	\$121,625.33

ROAD IMPROVEMENT FUND 2017-2021

REVENUES

	<u>AMENDED BUDGET 2020-2021</u>
301 CAPITAL METRO - BTC FUNDING 2021	\$14,000.00
302 TRANSFER - CAPITAL METRO - RESERVED FUNDS	\$28,040.00
303 CAPMETRO - BTC - PROJECT REIMBURSEMENT 2018-2021	\$42,000.00
304 TRANSFER - ROAD PROJECT RESERVED FUNDS	\$140,000.00
<u>TOTALS:</u>	\$224,040.00

EXPENSES

310 ROAD IMPROVEMENT - OLD MANCHACA RD	\$184,000.00
311 MISC - 50TH ANNIVERSARY VLSIGNS	\$2,000.00
<u>TOTALS:</u>	\$186,000.00

WATER SYSTEM - DEBT SERVICE FUND - REGIONS

BOND DEBT BALANCE \$280,000.00

REVENUES: AMENDED BUDGET
2020-2021

401 TRANSFER - LOAN PREPAYMENT RESERVE	\$30,841.00
402 TRANSFER - WATER CONTINGENCY - OPERATION/EMERGEN	\$94,671.49
403 TRANSFER - UNALLOCATED FUNDS	\$155,836.17
<u>TOTALS:</u>	<hr/> \$281,348.66

EXPENSES:

410 REGIONS - PLEDGE OF REVENUES - PRINCIPAL	\$280,000.00
411 INTEREST	\$1,348.66
<u>TOTALS:</u>	<hr/> \$281,348.66

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING (CLFRF) - ARPA

REVENUES: AMENDED BUDGET
2020-2021

501 CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING	\$62,813.74
502 CLFRF RESERVE FUNDING	\$0.00
<u>TOTALS:</u>	<hr/> \$62,813.74

EXPENSES:

510 WATER SYSTEM IMPROVEMENTS - NORTH WELL	\$25,536.20
511 WATER SYSTEM IMPROVEMENTS - SOUTH WELL	\$0.00
<u>TOTALS:</u>	<hr/> \$25,536.20

**VILLAGE OF SAN LEANNA
GENERAL FUND REPORT
9-1-2021 -- 9-30-2021**

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>AMENDED BUDGET</u>
101	PROPERTY TAXES	\$71.17	\$180,160.35	\$180,231.52	(\$5,231.52)	\$175,000.00
102	FRANCHISE TAXES	\$60.42	\$14,141.03	\$14,201.45	\$798.55	\$15,000.00
103	INTEREST	\$10.60	\$202.30	\$212.90	\$287.10	\$500.00
104	BUILDING PERMITS	\$0.00	\$4,760.00	\$4,760.00	(\$760.00)	\$4,000.00
106	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
109	TRANSFER FROM RESERVE	\$0.00	\$0.00	\$0.00	\$56,736.67	\$56,736.67
<u>TOTALS:</u>		\$142.19	\$199,263.68	\$199,405.87	\$51,930.80	\$251,336.67

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>
112	ROAD MAINTENANCE	\$14,740.00	\$6,858.48	\$21,598.48	\$1.52	\$21,600.00
113	CITY ADMINISTRATOR	\$3,055.57	\$33,528.94	\$36,584.51	\$82.16	\$36,666.67
114	TML INSURANCE	\$0.00	\$2,757.00	\$2,757.00	\$43.00	\$2,800.00
115	LEGAL	\$93.00	\$1,411.93	\$1,504.93	\$1,495.07	\$3,000.00
116	TAXES	\$416.00	\$4,582.30	\$4,998.30	\$1.70	\$5,000.00
117	ENVIRONMENTAL MAINTENANCE	\$4,555.00	\$32,422.47	\$36,977.47	\$22.53	\$37,000.00
118	PUBLIC INFORMATION	\$801.27	\$142.48	\$943.75	\$1.25	\$945.00
119	AUDIT	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
120	SECURITY LIGHTS	\$251.18	\$2,739.09	\$2,990.27	\$209.73	\$3,200.00
121	OFFICE EXPENSES	\$334.31	\$4,276.98	\$4,611.29	\$88.71	\$4,700.00
122	ORG. MEMBERSHIP DUES	\$0.00	\$705.60	\$705.60	\$294.40	\$1,000.00
123	APPRAISALS	\$0.00	\$537.54	\$537.54	\$287.46	\$825.00
124	BUILDING INSPECTIONS	\$295.00	\$4,370.00	\$4,665.00	\$335.00	\$5,000.00
125	MISCELLANEOUS	\$300.00	\$269.08	\$569.08	\$430.92	\$1,000.00
126	ARBORIST	\$980.00	\$11,150.00	\$12,130.00	\$870.00	\$13,000.00
128	COUNCIL EXPENSES	\$0.00	\$48.27	\$48.27	\$51.73	\$100.00
129	PUBLIC AFFAIRS	\$405.00	\$648.09	\$1,053.09	\$3,946.91	\$5,000.00
130	COMMUNITY CENTER	\$71.32	\$1,202.73	\$1,274.05	\$725.95	\$2,000.00
131	ENGINEER	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
132	FLOOD PREVENTION	\$13,582.50	\$35,986.50	\$49,569.00	\$40,431.00	\$90,000.00
133	EMPLOYEE REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
134	HEALTH DEPT. CONTRACT	\$0.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
135	PUBLIC SAFETY	\$0.00	\$395.00	\$395.00	\$605.00	\$1,000.00
136	ADVISOR	\$450.00	\$5,133.12	\$5,583.12	\$416.88	\$6,000.00
137	EMPLOYEE BENEFIT STIPEND	\$250.00	\$2,749.99	\$2,999.99	\$0.01	\$3,000.00
<u>TOTALS:</u>		\$40,580.15	\$158,415.59	\$198,995.74	\$52,340.93	\$251,336.67

**VILLAGE OF SAN LEANNA
WATER FUND REPORT
9-1-2021 -- 9-30-2021**

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	\$13,720.73	\$119,937.47	\$133,658.20	(\$8,658.20)	\$125,000.00
202	WATER TAP FEES	\$0.00	\$0.00	\$0.00	\$4,800.00	\$4,800.00
203	METER DEP/CONNECT FEES	\$300.00	\$1,350.00	\$1,650.00	(\$650.00)	\$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>		\$14,020.73	\$121,287.47	\$135,308.20	(\$4,408.20)	\$130,900.00

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	\$2,224.00	\$24,464.00	\$26,688.00	\$0.00	\$26,688.00
211	DISTRICT FEES	\$0.00	\$5,882.48	\$5,882.48	\$117.52	\$6,000.00
212	MAINTENANCE/REPAIR	\$846.86	\$12,877.04	\$13,723.90	\$16,276.10	\$30,000.00
213	ELECTRICITY	\$738.45	\$7,350.89	\$8,089.34	\$210.66	\$8,300.00
214	BOOKKEEPER	\$1,527.76	\$16,764.41	\$18,292.17	\$41.16	\$18,333.33
215	BILLING SUPPLIES	\$80.00	\$1,549.69	\$1,629.69	\$120.31	\$1,750.00
216	METER READER	\$154.50	\$1,699.16	\$1,853.66	\$0.34	\$1,854.00
217	METER REFUNDS	\$0.00	\$600.00	\$600.00	\$400.00	\$1,000.00
218	MISCELLANEOUS	\$0.00	\$14.35	\$14.35	\$85.65	\$100.00
220	CITY OF AUSTIN CONTRACT	\$0.00	\$0.00	\$0.00	\$2,600.00	\$2,600.00
221	CITY OF AUSTIN WATER	\$1,766.09	\$18,694.83	\$20,460.92	\$4,539.08	\$25,000.00
TOTALS:		\$7,337.66	\$89,896.85	\$97,234.51	\$24,390.82	\$121,625.33

CHECKING ACCOUNT BALANCE:

BEGINNING BALANCE	\$17,802.28	\$94,778.94
TOTAL REVENUES	\$14,162.92	
CLFRF REVENUE	\$62,813.74	
TRANSFER-TEXPOOL	\$0.00	
TOTAL EXPENSES	\$47,917.81	
MISC ROAD IMPROV EXPENSE	\$1,381.73	
TRANSFER-TEXPOOL	\$0.00	
INTEREST RET-TEXPOOL	\$10.60	\$49,310.14
ENDING BALANCE		\$45,468.80
CHECKBOOK BALANCE		\$45,468.80

TEXPOOL BALANCE:

BEGINNING BALANCE	\$461,079.57
DEPOSITS	\$0.00
INTEREST	\$10.60
TOTAL	\$461,090.17
WITHDRAWALS	\$0.00
ENDING BALANCE	\$461,090.17

**VILLAGE OF SAN LEANNA
FINANCIAL REPORT
8-1-2021 -- 8-31-2021**

ROAD IMPROVEMENT FUND - 2017-2021

<u>REVENUES</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 20-21</u>
		<u>MONTH</u>			
301	CAPITAL METRO - BTC FUNDING 2021	\$0.00	\$14,000.00	\$0.00	\$14,000.00
302	TRANSFER - CAPITAL METRO - RESERVE	\$0.00	\$28,040.00	\$0.00	\$28,040.00
303	CAPMETRO - BTC - PROJECT REIMBURSE	\$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
<u>TOTALS:</u>		\$0.00	\$182,040.00	\$42,000.00	\$224,040.00

<u>EXPENSES</u>					
310	ROAD IMPROVEMENT - OLD MANCHACA I	\$0.00	\$0.00	\$184,000.00	\$184,000.00
311	MISC - 50TH ANNIVERSARY VLSIGNS	\$1,381.73	\$1,381.73	\$618.27	\$2,000.00
<u>TOTALS:</u>		\$1,381.73	\$1,381.73	\$184,618.27	\$186,000.00

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING (CLFRF) - ARPA

<u>REVENUES:</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 20-21</u>
		<u>MONTH</u>			
501	CORONAVIRUS LOCAL FISCAL RECOVERY FL	\$62,813.74	\$62,813.74	\$0.00	\$62,813.74
502	CLFRF RESERVE FUNDING	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$62,813.74	\$62,813.74	\$0.00	\$62,813.74

<u>EXPENSES:</u>					
510	WATER SYSTEM IMPROVEMENTS - NORTH W	\$0.00	\$25,536.20	\$0.00	\$25,536.20
511	WATER SYSTEM IMPROVEMENTS - SOUTH W	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$0.00	\$25,536.20	\$0.00	\$25,536.20

RESERVED FUND BALANCES

<u>WATER FUND CONTINGENCY</u>	\$50,000	\$50,000
<u>ROAD FUND:</u>		
RESTRICTED CAPITAL METRO	\$42,040	\$42,040
RESERVE FOR PROJECTS	\$140,000	\$140,000
TOTAL ROAD RESERVE	\$182,040	\$182,040
<u>GENERAL FUND CONTINGENCY</u>	\$50,000	\$50,000
<u>CLFRF - ARPA FUND RESERVE</u>	--	\$37,278
CURRENT BUDGET RESERVE	\$62,964	\$0
<u>TOTAL ALL RESERVED FUNDS</u>	\$345,004	\$319,318
TOTAL TEXPOOL AND CHECKBOOK	\$478,882	\$506,559
LESS TOTAL RESERVED	\$345,004	\$319,318
<u>UNALLOCATED AVAILABLE FUNDS</u>	\$133,878	\$187,241