

**THE VILLAGE OF SAN LEANNA
AGENDA**

Regular Board of Aldermen Public Meeting & Public Hearing
Thursday, November 18, 2021
7:00 p.m. – Community Center – 11906 Sleepy Hollow

A. MEETING CALLED TO ORDER

Roll call

Approval of minutes: Regular B of A MeetingOctober 21, 2021

B. CITIZENS' COMMUNICATION

1. Citizen Communication

C. PUBLIC HEARING I

1. Presentation of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the paving of a driveway within 10' of the side property line at 11611 Sunset Dr.
2. Citizen Comments.

D. PUBLIC HEARING II

1. Presentation of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the placement of a third accessory structure at 11505 Sombrero Dr.
2. Presentation of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the placement of a carport in front of the main residence at 11505 Sombrero Dr.
3. Citizen Comments.

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

**** RESUME REGULAR MEETING ****

E. ITEMS SCHEDULED FOR ACTION

1. Consideration of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the paving of a driveway within 10' of the side property line at 11611 Sunset Dr.
2. Consideration of Driveway Permit Application and Review for 11611 Sunset Dr.
3. Consideration of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the placement of a third accessory structure at 11505 Sombrero Dr.
4. Consideration of information concerning request for a variance to Zoning Ordinance No. 13-001 allowing the placement of a carport in front of the main residence at 11505 Sombrero Dr.
5. Consideration of Professional Services Agreement with Ardurra Group Inc. for driveway permit reviews and interim general engineering services as needed.
6. Discussion and potential action pertaining to the Old Manchaca Rd project.
7. Selection of dates for the temporary placement of a roll-off dumpster at the Community Center.
8. Discussion and potential action regarding the streaming of future public meetings of the Board of Aldermen.
9. Review and approve financial report for October 2021.
10. Consideration of cancellation of December Board of Aldermen meeting.

F. ITEMS FOR DISCUSSION

G. 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

H. 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 _____ November 15, 2021

Rebecca Howe, Village Administrator

**THE VILLAGE OF SAN LEANNA
MINUTES**

Regular Board of Aldermen Public Meeting

Thursday, October 21, 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.

Danny Villarreal moved to approve minutes of Regular B of A Meeting on September 16, 2021 as written; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.

B. CITIZENS' COMMUNICATION

C. ITEMS SCHEDULED FOR ACTION

1. Helen Rockenbaugh moved to extend the Build Central Texas Interlocal Agreement between Capital Metro and the Village of San Leanna through September 30, 2024; Charlie Burks seconded; motion carried with a vote of 5 in favor – 0 opposed.
2. There was no update regarding the Old Manchaca Road project. Christa Gregg moved the table for the following month; Danny Villarreal seconded; motion carried with a vote of 5 in favor – 0 opposed.
3. Council discussed waste management options including permanent and temporary dumpsters for recycling only. Charlie Burks moved to table the placement of a permanent recycling dumpster and to move forward with planning a roll-off dumpster event between Thanksgiving and Christmas; Danny Villarreal seconded; motion carried with a vote of 5 favor – 0 opposed.
4. Council discussed logistics surrounding the streaming of future public meetings of the Board of Aldermen, noting that some investment would have to be made to equipment and that rules might have to be set regarding online audience participation if meetings were streamed going forward. Danny Villarreal moved to poll the Village residents about their interest in viewing Board of Aldermen meetings online; Charlie Burks seconded; motion carried with a vote of 5 in favor – 0 opposed.
5. Christa Gregg moved to designate Hays Free Press as the official newspaper for publication of required notices per Resolution 21-004; Danny Villarreal seconded; motion carried with a vote of 5 favor – 0 opposed.
6. Rebecca Howe reviewed changes to amended FY 2020-2021 financial reports. Danny Villarreal moved to approve amended FY 2020-2021 financial reports; Helen Rockenbaugh seconded; motion carried with a vote of 5 in favor – 0 opposed.
7. Rebecca Howe reviewed changes to the amended budget for FY 2020-2021. Charlie Burks moved to adopt the amended budget for FY 2020-2021 by resolution 21-005; Danny Villarreal seconded; motion carried with a vote of 5 in favor – 0 opposed.

8. Danny Villarreal moved to approve financial report for September 2021; Charlie Burks seconded; motion carried with a vote of 5 in favor – 0 opposed.

E. ITEMS FOR DISCUSSION

F. REPORTS AND INFORMATION

1. Mayor's Report: Mayor Quirk thanked all involved for work on the 50th Anniversary video and congratulated contributors on a successful National Night Out. Mayor Quirk reported that she met with Commissioner Ann Howard to discuss Village concerns regarding roads and traffic increases caused by development in the area and that she had attended the TML Conference. Mayor Quirk recommended that people visit House Research Organization online to learn about state constitutional amendments on the November ballot.

Rebecca Howe reported that certificates of use were issued for 512 River Oaks and 504 Hacienda Dr and other permit statuses remained the same as the previous month.

2. Administrative: Rebecca Howe reported that the tent discussed the previous month had been removed from the yard of the home on Bluebonnet Ln. Ms. Howe also reported on the status of the audit box and the upcoming election.
3. Roads: Danny Villarreal reported on needed road work on Ridge Dr near the big ditch, damage to Indian Tree Trail caused by a dragged item, and completed drainage projects.
4. Public Affairs: Helen Rockenbaugh reported on Trunk or Treat upcoming on October 30th.
5. Public Safety: Christa Gregg reported on a successful National Night Out and requested so safety tips be added to the next newsletter.
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 risen 12.7 ft. since the previous month, to a level of 103.2 ft. Mary Wright reported that a new meter had been installed, insulation of the south plant was complete, and quotes were in progress for a generator for the north plant.

Byron Townsend discussed generator options with council.

7. Environmental: Charlie Burks updated council on tree trimming and mowing, noting that the Texas sage on River Oaks Dr would be trimmed after the butterfly migration concluded.

Rebecca Howe added to the administrative report by reporting on mow notices, TCEQ Emergency Preparedness Plan requirements, and report deadlines for the American Rescue Plan Act funding.

G. ADJOURNMENT

Charlie Burks moved to adjourn the meeting; Danny Villarreal seconded; meeting adjourned at 7:59 pm.



DRIVEWAY PERMIT REVIEW

Village of San Leanna

P.O. Box 1107 • Manchaca, TX 78652 • (512) 280-3898 • Fax (512) 280-3898

(Please Print or Type)

Project Information

Project Address: 11611 Sunset Dr, Austin, TX 78748

Additional Information (Office Use Only)

The nature and volume of traffic on the street on which the private property abuts: **RESIDENTIAL, LOW VOLUME**

The dimensions and type of construction of the street on which the private property abuts: **PAVED, TWO LANE STREET**

The use to be made of the private property: **SINGLE FAMILY HOME**

The dimensions of the private property, and the type and location of Improvements thereon or to be placed thereon.

SINGLE FAMILY HOME (1862 sqft) WITHIN STANDARD SETBACKS, LOT IS 18469.44 SQFT (~100' X 190')

The extent of the access which the private property has or will have to other public streets: **NO ADDITIONAL ACCESS**

The extent to which the private property for which the opening is proposed has other means of access without the proposed opening: **NO ALTERNATIVE ACCESS**

Nature of existing openings: **(1) STANDARD CONCRETE RESIDENTIAL DRIVEWAY FROM ROAD TO HOME AND (2) WORN GRAVEL PATH FROM ROAD TO SIDE YARD GATE**

Submittal Review

Safety Impact:

- ☒ no impact on safety of residents
- ☐ other _____

Drainage Impact:

- ☒ no impact on drainage
- ☐ plans reflect suitable drainage considerations
- ☐ plans must be updated to include the following drainage considerations _____

Traffic Impact:

- ☒ personal use of a residential driveway
- ☐ creates through traffic by connecting to adjacent road or driveway
- ☐ increases traffic _____
- ☐ changes the nature of traffic _____

Impact on use of Right of Way:

☒ none

☐ other _____

Requirements that the applicant construct a curb, install a culvert, erect a sign, or take other appropriate action intended to prevent or minimize the impact of the opening on the safety, drainage, traffic, or other issues of public concern:

☐ none

☒ A culvert or flow over driveway needs to be installed in order to maintain current drainage patterns.

If no culvert is installed, driveway shall be flush with the existing grade to avoid any water ponding.

Recommendation to:

☒ approve permit, as the opening is necessary for reasonable access

☐ deny permit

☐ more information needed

Kgz, PE

Ardurra

TBPE Firm# F-366

Signature

11/11/2021

Date



DRIVEWAY PERMIT APPLICATION

Village of San Leanna

P.O. Box 1107 • Manchaca, TX 78652 • (512) 280-3898 • Fax (512) 280-3898

(Please Print or Type)

Owner Information

Owner's Name: Larry & Delisa Gonzales Phone Number: 512.775.1961
Mailing Address: 11611 Sunset Dr Austin TX 78748
Email: dgonzales15@austin.rr.com Fax Number: _____

Contractor Information

Contractor: TBD Phone Number: _____
Mailing Address: _____
Email: _____ Fax Number: _____

Project Information

Project Address: 11611 Sunset Dr Austin TX 78748
Legal Description (subdivision, lot, block): _____
Property Use: driveway ext.
Estimated Start Date: ASAP Estimated Finish Date: _____

Driveway Type (Check One) ☒ Private Access (single or two family residential)
☐ Public Access (commercial, multi-family)

Circle One: New Driveway

Additional Driveway

Submittal Requirements

1. Completed application and any associated fees.
2. Driveways proposed on state roads are subject to driveway permit requirements from the Texas Department of Transportation.

3. Please submit two (2) copies of a scaled drawing showing the following.

- Name of street driveway will access
- Location of proposed driveway
- Width of proposed driveway 10'
- Distances from driveway to property lines (min. 10') Add on to driveway
- Type of pavement surface to be used concrete
- Curb radius on driveway entrance (curb exists on connecting street)
- Location of streets/driveways within 100 ft. Sunset Dr.
- Existing or proposed sidewalks - none
- Type and size of proposed drainage culvert
- Location of existing inlets (min. 10' from proposed driveway)
- Location of utilities and/or utility easements
- Location of trees none
- Any special site conditions
- Other information as needed to complete review

APPLICATIONS WILL BE REVIEWED BY THE VILLAGE ENGINEER AND CONSIDERED BY THE VILLAGE OF SAN LEANNA'S BOARD OF ALDERMEN IN ACCORDANCE WITH ORDINANCE NO. 19-001.

IT IS THE APPLICANT'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR THE LOCATION OF UNDERGROUND UTILITIES. THE APPLICANT IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.

APPLICATION FOR DRIVEWAY MUST BE MADE AT LEAST 5 DAYS (120 HOURS) PRIOR TO THE NEXT COUNCIL MEETING TO ALLOW FOR ENGINEER REVIEW.

THE DRIVEWAY PERMIT EXPIRES 60 DAYS AFTER ISSUANCE.

Applicant's Signature: Larry Doyah

Date: 10-13-21

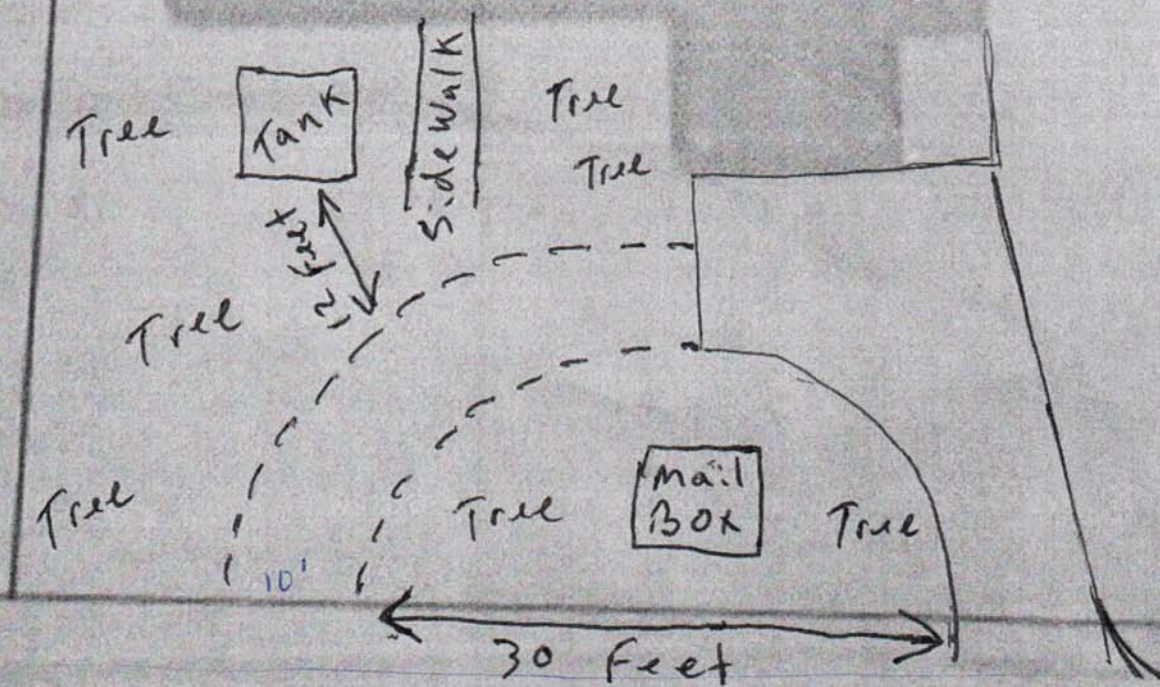
Office Use Only

Date Submitted: _____

Application Approved By: _____ Date: _____

Comments: _____

350418



SUNSET DRIVE

ORDINANCE NO. 19-001

AN ORDINANCE OF THE VILLAGE OF SAN LEANNA REQUIRING A PERMIT FOR CONSTRUCTION OF ANY OPENING, CURB CUT, OR SIMILAR ACCESS TO A DRIVEWAY, ROAD OR OTHER RIGHT-OF-WAY CONNECTING PRIVATE PROPERTY WITH A PUBLIC STREET IN THE VILLAGE; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCE PROVISIONS, AND AN EFFECTIVE DATE.

WHEREAS, the Village of San Leanna is located so that access to and egress and ingress to public streets and neighborhoods in the Village are limited; and

WHEREAS, the citizens of the Village have expressed concern about and opposition to the unregulated establishment of new access to public streets and neighborhoods from private property along such streets or in such neighborhoods when such access increases traffic in residential areas, may allow criminal activity to be introduced into the Village without adequate law enforcement patrol or oversight; and

WHEREAS, it is the opinion that construction of new openings to public streets in the Village should be allowed only when doing so will not threaten the health, safety, or welfare of Village citizens and is done in a manner that will minimize damage to public property, increases in traffic, improper construction methods, or other factors that are not in the best interest of the Village;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF SAN LEANNA, that:

SECTION 1: The foregoing recitals are adopted and incorporated into this ordinance for all purposes.

SECTION 2: The following is adopted as an ordinance of the Village of San Leanna:

PERMIT FOR CONSTRUCTION OF AN OPENING FOR ACCESS TO PUBLIC STREETS

(a) No person shall construct or cause to be constructed any connection or curb cut for a driveway, road, or other right-of-way (hereinafter "Opening") connecting private property with a public street in the Village without first obtaining a written permit therefore from the Village Council.

(b) Upon request, the Village Secretary shall provide an applicant with a form for requesting a permit for an Opening, which form shall, when completed, provide the Village with the information described below. The Village Secretary shall provide the completed application form to the Village Engineer and request that he or she make a determination as to whether the Opening applied for is necessary to provide reasonable access to the private property consistent with the safety and

convenience of the public, taking into account the following matters:

- (1) The nature and volume of traffic on the street on which the private property abuts.
- (2) The dimensions and type of construction of the street on which the private property abuts.
- (3) The effect that the passage of vehicles to and from the private property will have on the safety of the traveling public and on the movement of traffic in the street to which the driveway connects.
- (4) The use to be made of the private property.
- (5) The dimensions of the private property, and the type and location of Improvements thereon or to be placed thereon.
- (6) The extent of the access which the private property has or will have to other public streets, if any; and
- (7) The extent to which the private property for which the opening is proposed has other means of access without the proposed opening.

(c) After making such determination, the Village Engineer shall provide a report to the Village Council with information sufficient to allow it to grant or refuse the application in accordance with the following rules:

- (1) The Council shall refuse to issue a permit for a single driveway opening unless it shall have been found to be necessary for reasonable access.
- (2) If the application is for more than one opening into the same premises, the Council shall allow no more openings than the minimum number necessary to provide reasonable access.
- (3) The Council shall refuse to Issue a permit for any opening as to which it has found that the proposed use of the opening would create an extraordinary traffic hazard, would excessively interfere with the normal use of the street right-of-way, or would allow access into the Village or a portion of the Village in a manner that poses a potential threat to the health, safety, or welfare of the citizens of the Village.
- (4) Every permit issued shall specify the maximum width of the opening for which the permit is granted and such width shall be no greater than the minimum necessary to provide reasonable access.
- (5) If a permit is granted for more than one opening into the same premises, it shall specify that each such opening shall be separated from the others by a distance of not less than 20 feet. The Village may require that an upright curb must be constructed along the edge of the area of separation next to the improved portion of the street.
- (6) As a condition to granting of a permit, the Village Council may require the applicant to construct a curb, install a culvert, erect a sign, or take other

appropriate action intended to prevent or minimize the impact of the Opening on the safety, drainage, traffic, or other issues of public concern, providing that any such requirement serves a legitimate public need and is roughly proportional with regard to balancing between the impact on the community and what the Village is requiring from the applicant owner by reason of that impact.

(c) Construction of an Opening without a permit shall be a violation of this Ordinance and shall be considered a Class C misdemeanor, punishable by a fine of \$500 per day for each day of violation. The Village shall be authorized to block off or obstruct any such unpermitted Opening from being used to access a public street or neighborhood in the Village.

SECTION 3. 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 4. 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 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED AND ADOPTED by the Village Council of the Village of San Leanna, Texas, on the 21st day of February, 2019.

APPROVED:

Molly Quirk, Mayor

ATTEST:

Rebecca Howe, Village Secretary

APPROVED AND ADOPTED on March 7th 2019

**PROFESSIONAL SERVICES AGREEMENT
ARDURRA GROUP, INC. AND THE VILLAGE OF SAN LEANNA**

THE Village of San Leanna, Texas, a Texas municipal corporation (OWNER and CLIENT) engages Ardurra Group, Inc. (ENGINEER) to perform professional services under the following terms and conditions:

- I. SERVICES: ENGINEER agrees to provide General/Additional Engineering Services and Services for Public Works Construction Projects in conformance with the following descriptions, terms and conditions:
 - A. GENERAL/ADDITIONAL SERVICES: See Attachment "A".
 - B. PUBLIC WORKS CONSTRUCTION PROJECTS: See Attachment "B".
- II. COMPENSATION: Client agrees to pay ENGINEER for the services described above in accordance with the descriptions, definitions, terms and conditions found in Attachment "C".
- III. DURATION: This Agreement shall be effective for a period of one (1) year beginning from the date that the CLIENT's signature is affixed to this agreement. The Agreement shall automatically be renewed each year until terminated in accordance with Paragraph VIII of this Agreement.
- IV. PAYMENT: ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER's estimate of the amount of Basic Services completed plus charges for Additional Services performed. CLIENT agrees to pay ENGINEER at his office in Bexar County, Texas the full amount of the invoice within 30 days of the date of the invoice.
- V. INSURANCE AND INDEMNITY: ENGINEER agrees to maintain Worker's Compensation Insurance to cover all its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage due to accidents arising in the course of services performed by ENGINEER under this Agreement.

The policies of insurance so required shall include OWNER as an additional insured and include contractual liability insurance covering ENGINEER's indemnity obligations under this contract. The insurance policies shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to OWNER.

TO THE FULLEST EXTENT PERMITTED BY LAW ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, AND AGENTS AND EMPLOYEES OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTED TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER, A CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. SUCH AS OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THE SECTION V.

IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION V, BY AN EMPLOYEE OF ENGINEER, A CONSULTANT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION V SHALL NOT BE LIMITED BY A

LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ENGINEER OR A CONSULTANT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

- VI. **OPINIONS OF COST:** ENGINEER has no control over the following items which impact project construction costs: labor cost, material cost, equipment cost, services furnished by others, Contractors' methods of determining prices, competitive bidding conditions, and market conditions. Therefore, the Engineer's Opinions of Probable Project Cost and of Probable Construction Cost are understood to be made on the basis of his experience and represents his best judgment as a qualified Professional Engineer familiar with the construction industry and the ENGINEER does not guarantee that estimates, proposals, bids or actual Project and Construction Costs will not vary from the Engineer's Opinion of the Probable Project Cost of Opinion of Probable Project Cost or Opinion of Probable Construction Cost.
- VII. **REUSE OF DOCUMENTS:** All documents prepared by ENGINEER pursuant to this Agreement, including drawings, and specifications are instruments of service with respect to projects. They are not intended or represented to be suitable for reuse by OWNER or others for extending the original project or on any other projects. OWNER may reuse Engineer's documents, but any reuse without written verification or adaptation by ENGINEER for the additional purpose will be at the OWNER'S sole risk and without liability or legal exposure to ENGINEER. Any variation or adaptations requested of ENGINEER by OWNER shall entitle ENGINEER to further compensation.
- VIII. **TERMINATION:**
- A. Either OWNER OR ENGINEER may terminate this Agreement at any time prior to completion of ENGINEER'S services. Terminations shall be initiated by a letter providing thirty (30) days written notice to the other party at its address of record.
 - B. **COMPENSATION PAYABLE ON TERMINATION:** On termination by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER as follows:
 - 1) Public Works Construction Projects (phase complete): CLIENT shall pay to ENGINEER the entire lump sum amount previously agreed upon for the completed phase in accordance with Attachment "C", Paragraph B.
 - 2) Public Works Construction Projects (phase incomplete): CLIENT shall pay ENGINEER the lesser of the following two amounts:
 - a) The amount required in VIII.B.1, or
 - b) The amount determined by applying the hourly and reimbursable rates specified for General/Additional Services in Attachment "C", Paragraph A, to the portions of the phase that have been performed prior to the date of termination.
 - 3) General/Additional Services: CLIENT shall pay ENGINEER the amount determined by applying the hourly and reimbursable rates specified in Attachment "C", Paragraph A, to the extent of services that have been performed prior to the date of termination.
- IX. **SUCCESSORS AND ASSIGNS:** OWNER and ENGINEERS each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer his interests in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- X. **SPECIAL PROVISION:** This instrument, with Attachments "A", "B", and "C", contains the entire Agreement between OWNER and ENGINEER.

- XI. **INVALIDATION:** This Agreement shall become invalid unless it is executed by OWNER within ninety (90) days of the ENGINEER's signature date or unless the period is extended in writing by the ENGINEER.
- XII. **MODIFICATIONS:** No one has authority to make verifications in or additions to terms of this Agreement on behalf of OWNER or ENGINEER other than a person duly authorized by the party's appropriate authority, and then only in writing signed by the party's appropriate authority.
- XIII. **CHANGE OR SUSPENSION OF WORK;** Without invalidating this agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work by written amendment, a change order, or a work change directive. Upon receipt of any such document, ENGINEER shall promptly proceed with the work involved. At any time, with or without cause, OWNER may suspend the work or any portion thereof. ENGINEER shall be allowed an adjustment in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.
- XIV. **ATTORNEY'S FEES:** In the event of any controversy, claim, or dispute between the parties that arises out of or relates to this agreement, the prevailing party will be entitled to recover from the other party any attorney's fees, expenses and costs.
- XV. **GOVERNING LAWS AND VENUE:** This contract shall be governed by the laws of the State of Texas and venue, all legal proceedings hereunder shall be in Bexar County, Texas.

Engineer: Ardurra Group, Inc.

Owner: The Village of San Leanna

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Rebecca Howe

Title: _____

Title: City Administrator

Date: _____

Date: _____

Approved as to form:

Signature: _____

Printed Name: _____

Title: _____

ATTATCHMENT "A"
GENERAL/ ADDITIONAL SERVICES
SCOPE OF WORK

1. Provide Project Representative and other personnel as required for on-site construction observation.
2. Property survey and establishment of boundaries and monuments with related computations and drafting.
3. Preparation of property or easement descriptions.
4. Preparation of special reports required for marketing of bonds.
5. Small design assignments with construction costs less than \$150,000.
6. Appearances before regulatory agencies.
7. Assistance as an Expert Witness in litigation with third parties arising from the development or construction of a project or for other reasons. The work may include the preparation of engineering and reports.
8. Special investigations; preparation of rate schedules; earnings and expense statements; feasibility studies; evaluations; and material audits or inventories required for certification of force account construction performed by OWNER.
9. Soil and foundation investigations including field and laboratory tests, borings, related engineering analyses, and recommendation.
10. Detailed inspection of materials or equipment.
11. Travel and subsistence required of the ENGINEER and authorized by OWNER.
12. Preparation of applications and supporting documents for government permits.
13. Preparation of environmental statements.
14. Preparing for and attending public hearings and other meetings.
15. Preparation of operating instructions and manuals for facilities.
16. Training of personnel and assistance in operation of facilities.
17. Surveying related to construction layout.
18. Technical review of subdivision plats and zoning cases.
19. Technical review of driveway permits in accordance with city ordinances.
20. Any other special or miscellaneous assignments specifically authorized.

ATTATCHMENT "B"

PUBLIC WORKS CONSTRUCTION PROJECTS SCOPE OF WORK

A. Preliminary Design Phase

1. Attend preliminary conferences with OWNER and other interested parties, including public meetings when project is presented and discussed.
2. Establish the scope of soil investigation, special surveys and tests. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
3. Prepare a preliminary engineering report that indicates the problems and alternate solutions with preliminary layouts, opinion of probable construction costs, and ENGINEER's recommendations.

B. Detailed Design Phase

1. Establish the scope of additional soil investigations, special surveys and tests required for design. Arrange for such work to be done. OWNER shall contract directly with the party performing the soil investigation, special survey and/or tests.
2. Furnish engineering data necessary for application for routine permits required by government agencies. Preparation of applications and other participation in the application process are considered Additional Services.
3. Provide field surveys required in the design of the project.
4. Prepare detailed specifications and contract drawings (contract documents) for construction. Prepare additional documents required for bidding.
5. Prepare detailed opinions of probable cause.
6. Furnish OWNER with all necessary copies of approved contract documents, including notices to bidders and proposal forms.

C. Bidding Phase

1. Assist OWNER with advertisement of the Project for bids.
2. Assist OWNER with opening and tabulation of the bids as follows:
 - a. Assist with distribution of contract documents.
 - b. Attend and lead the bid opening meeting.
 - c. Tabulate received bids and check extensions for correctness.
 - d. Check financial references and past project references for the two (2) apparent low bidders.
 - e. Make recommendation for the award of the construction contract.
3. Assist in the preparation of formal Contract Documents.

D. Construction Phase

1. Make at a minimum, 1 visit to the construction site every week to observe the progress and quality of the work and to determine if the work is generally proceeding in accordance with the plans and specifications. Submit monthly reports relating to such visits. The OWNER may request additional visits and reports as Additional Services. The ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or for the Contractor's failure to construct the project in conformance to the contract documents.
2. Consult with and advise OWNER. Issue instructions to Contractor as requested by OWNER. Prepare and issue routine Change Orders approved by OWNER.
3. Review samples, catalog data, schedules, shop drawings, laboratory tests, shop tests, and mill tests of material and equipment and other data that the Contractor submits for general conformance with the Contract Documents. The review by ENGINEER does not relieve Contractor of any of Contractor's responsibilities including, but not limited to, confirmation of dimensions at the project site, implementation of appropriate safety measures to protect workers and the public, and construction of a complete and workable facility in accordance with the Contract Documents.
4. Obtain and review Contractor's monthly estimates and requests for payment. Furnish recommendations to OWNER. Assemble written guarantees that are required by the contract documents.
5. Perform a final project review with the OWNER for compliance with the Contract Documents and submit recommendations concerning project status to OWNER.

ATTACHMENT "C"

ARDURRA GROUP, INC. RATE SCHEDULE

A. GENERAL/ADDITIONAL SERVICES

Engineering, Planning:

Principal	\$170.00/hr.
Project Manager	\$140.00/hr.
Project Engineer.	\$130.00/hr.
Project Architect	\$130.00/hr.
Engineer-in-Training II.....	\$95.00/hr.
Engineer-in-Training I.....	\$86.00/hr.
Senior CADD Technician	\$90.00/hr.
CADD Technician	\$80.00/hr.
Construction Observer.	\$100.00/hr.
Environmental Specialist	\$115.00/hr.
Environmental Scientist	\$120.00/hr.
Environmental Technician	\$95.00/hr.
Clerical	\$60.00/hr.

Survey:

Professional Surveyor	\$135.00/hr.
Field Crew (2-Man)	\$165.00/hr.
Field Crew (3-Man)	\$195.00/hr.

Review of Subdivision Plats and Plans:

1. Residential Plats
Residential Preliminary Plat (Base).....\$315 per plat
Residential Final Plat (Base).....\$315 per plat
Lot fee in addition to base
 1-20 Lots.....\$22 per lot
 21-100 Lots.....\$16 per lot
 101 or more.....\$11 per lot

2. Residential Plans
 - Residential Street and Drainage Plan Review
 - 1-50 Lots.....\$500
 - 51 or more.....\$750
3. Commercial and Other Plats
 - Commercial Preliminary Plat (Base).....\$315 per plat
 - Commercial Final Plat (Base).....\$315 per plat
 - Plus..... \$200 per plat
4. Commercial Plans
 - Commercial Street, Drainage, Storm Water Management Plan and Site Grading.....Hourly based on Rate Schedule

Reproduction work, - Prevailing commercial rates; Subcontractors, consultants, etc. - Cost plus 10%; All other expenses- Cost plus 10%.

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

B. PUBLIC WORKS CONSTRUCTION PROJECTS

1. Compensation shall be a fixed fee based on percentage of construction costs as shown in the table below. Complex projects may require higher fees that will be negotiated as required. "Construction Cost" is the actual bid amount plus Change Orders plus Engineer's Opinion of Probable Cost-where bids and Change Orders are not applicable.

<u>Construction Cost of Project</u>	<u>Minimum Basic Fee</u>
\$150,000 or less	
\$150,001 to \$250,000	18.3%
\$250,001 to \$500,000	17.2%
\$500,001 to \$750,000	15.9%
\$750,001 to \$1,000,000	15.2%
\$1,000,001 to \$2,000,000	14.2%
\$2,000,001 to \$3,000,000	13.0%
\$3,000,001 to \$5,000,000	11.9%
\$5,000,001 to \$10,000,000	10.6%
\$10,000,001 or more	9.98%

2. Fee distribution among phases
 - a. Preliminary Phase - 20% of Basic Fee
 - b. Detailed Design Phase - 60%

Negotiated Lump Sum Fee

Major Task Orders will be compensated on the basis of a negotiated lump sum fee. Such tasks shall include but not be limited to:

- a. Street and/or Drainage Maintenance PS&E's
- b. Capital Project PS&E's
- c. Street Maintenance Master Planning
- d. Drainage Master Planning
- e. Development of other Master Plans (e.g., Major Thoroughfare Plan)
- f. City Code Development or Revision Consulting Services
- g. Grant Writing Support
- h. MS4 Permit Support

*All above Fees and Rates do not include travel expenses and other direct costs. Auto mileage will be billed at the approved IRS rate (currently \$0.565/mile) plus 15%. All other direct billed service (lodging, printing, postage, etc.) will be billed at actual costs plus 15%.

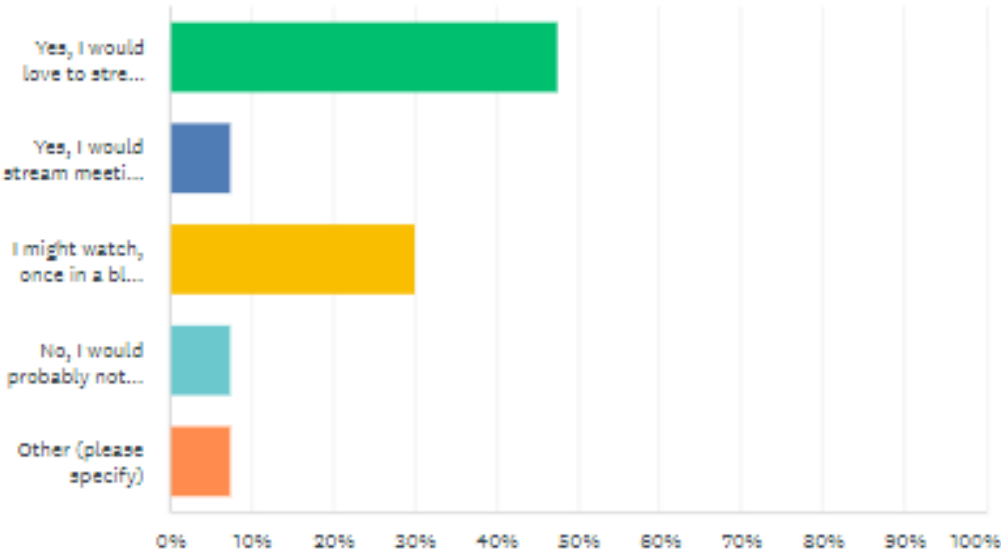
* Dumpster
Options *

DECEMBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
28	29 * Place dumpster	30	1	2	3	4
← NOVEMBER →						
5	6 → PULL	7	8	9	10	11
12	13	14	15	16	17 * Place	18
19	20	21 Winter Begins	22	23 PULL * Place	24 Christmas Eve	25 Christmas Day
26	27	28	29	30 PULL →	31 New Year's Eve	

The Board of Aldermen is considering adding an ongoing streaming option for the monthly council meetings. In order for the meetings to be audible to viewers at home and to be manageable for those meeting in person, the Village would most likely need purchase some audio-video equipment for streaming and council would need to consider limitations on meeting participation by remote viewers. Feedback as to whether or not you would be interested in watching online will help council determine if streaming would be a valuable service for Village residents. Thank you!

Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ Yes, I would love to stream the meetings live online!	47.50%	19
▼ Yes, I would stream meetings online, but only if I was able to participate in the meeting.	7.50%	3
▼ I might watch, once in a blue moon, if an item on the agenda was important to me.	30.00%	12
▼ No, I would probably not ever stream the meetings live online.	7.50%	3
▼ Other (please specify)	Responses 7.50%	3
TOTAL		40

**VILLAGE OF SAN LEANNA
GENERAL FUND REPORT
10-1-2021 -- 10-31-2021**

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>
101	PROPERTY TAXES	\$5,107.38	\$0.00	\$5,107.38	\$189,892.62	\$195,000.00
102	FRANCHISE TAXES	\$57.01	\$0.00	\$57.01	\$14,942.99	\$15,000.00
103	INTEREST	\$13.84	\$0.00	\$13.84	\$186.16	\$200.00
104	BUILDING PERMITS	\$880.00	\$0.00	\$880.00	\$4,120.00	\$5,000.00
106	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
109	TRANSFER FROM SAVINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$6,058.23	\$0.00	\$6,058.23	\$209,241.77	\$215,300.00

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>
112	ROAD MAINTENANCE	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
113	CITY ADMINISTRATOR	\$3,171.53	\$0.00	\$3,171.53	\$35,695.14	\$38,866.67
114	TML INSURANCE	\$785.75	\$0.00	\$785.75	\$2,154.25	\$2,940.00
115	LEGAL	\$155.00	\$0.00	\$155.00	\$2,845.00	\$3,000.00
116	TAXES	\$416.00	\$0.00	\$416.00	\$5,784.00	\$6,200.00
117	ENVIRONMENTAL MAINTENANCE	\$600.00	\$0.00	\$600.00	\$29,400.00	\$30,000.00
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	\$250.06	\$0.00	\$250.06	\$2,949.94	\$3,200.00
121	OFFICE EXPENSES	\$2,428.81	\$0.00	\$2,428.81	\$4,271.19	\$6,700.00
122	ORG. MEMBERSHIP DUES	\$643.90	\$0.00	\$643.90	\$356.10	\$1,000.00
123	APPRAISALS	\$0.00	\$0.00	\$0.00	\$825.00	\$825.00
124	BUILDING INSPECTIONS	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
125	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
126	ARBORIST	\$1,000.00	\$0.00	\$1,000.00	\$12,000.00	\$13,000.00
128	COUNCIL EXPENSES	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
129	PUBLIC AFFAIRS	\$159.39	\$0.00	\$159.39	\$2,340.61	\$2,500.00
130	COMMUNITY CENTER	\$66.08	\$0.00	\$66.08	\$4,933.92	\$5,000.00
131	ENGINEER	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
132	FLOOD PREVENTION	\$0.00	\$0.00	\$0.00	\$50,000.00	\$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	\$431.09	\$0.00	\$431.09	\$1,268.91	\$1,700.00
136	ADVISOR	\$496.17	\$0.00	\$496.17	\$5,503.83	\$6,000.00
137	EMPLOYEE BENEFIT STIPEND	\$230.00	\$0.00	\$230.00	\$2,770.00	\$3,000.00
<u>TOTALS:</u>		\$12,333.78	\$0.00	\$12,333.78	\$197,697.89	\$210,031.67

**VILLAGE OF SAN LEANNA
WATER FUND REPORT
10-1-2021 -- 10-31-2021**

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	\$15,141.47	\$0.00	\$15,141.47	\$109,858.53	\$125,000.00
202	WATER TAP FEES	\$1,618.16	\$0.00	\$1,618.16	\$7,981.84	\$9,600.00
203	METER DEP/CONNECT FEES	\$300.00	\$0.00	\$300.00	\$700.00	\$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>		\$17,059.63	\$0.00	\$17,059.63	\$118,640.37	\$135,700.00

EXPENSES:

<u>ACCOUNT</u>	<u>ACCOUNT NAME</u>	<u>CURRENT MONTH</u>	<u>YTD. BEG. CURRENT MO</u>	<u>YTD. END OF CURRENT MO</u>	<u>DIFFERENCE</u>	<u>BUDGET</u>
210	WATER OPERATOR	\$2,500.00	\$0.00	\$2,500.00	\$27,500.00	\$30,000.00
211	DISTRICT FEES	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
212	MAINTENANCE/REPAIR	\$1,012.04	\$0.00	\$1,012.04	\$28,987.96	\$30,000.00
213	ELECTRICITY	\$763.83	\$0.00	\$763.83	\$8,236.17	\$9,000.00
214	BOOKKEEPER	\$1,585.76	\$0.00	\$1,585.76	\$17,847.57	\$19,433.33
215	BILLING SUPPLIES	\$193.50	\$0.00	\$193.50	\$1,706.50	\$1,900.00
216	METER READER	\$159.58	\$0.00	\$159.58	\$1,760.42	\$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	\$1,741.13	\$0.00	\$1,741.13	\$23,258.87	\$25,000.00
<u>TOTALS:</u>		\$7,955.84	\$0.00	\$7,955.84	\$121,597.49	\$129,553.33

CHECKING ACCOUNT BALANCE:

BEGINNING BALANCE	\$45,468.80	\$68,586.66
TOTAL REVENUES	\$23,117.86	
TRANSFER-TEXPOOL	\$0.00	
TOTAL EXPENSES	\$20,289.62	
TRANSFER-DEBT SERVICE	\$0.00	
TRANSFER-TEXPOOL	\$0.00	
INTEREST RET-TEXPOOL	\$13.84	\$20,303.46

ENDING BALANCE **\$48,283.20**

CHECKBOOK BALANCE **\$48,283.20**

TEXPOOL BALANCE:

BEGINNING BALANCE	\$461,090.17
DEPOSITS	\$0.00
INTEREST	\$13.84
TOTAL	\$461,104.01
WITHDRAWALS	\$0.00

ENDING BALANCE **\$461,104.01**

**VILLAGE OF SAN LEANNA
FINANCIAL REPORT
10-1-2021 -- 10-31-2021**

ROAD IMPROVEMENT FUND - 2017-2021

<u>REVENUES</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 21-22</u>
		<u>MONTH</u>			
301	CAPITAL METRO - BTC FUNDING 2021	\$0.00	\$0.00	\$0.00	\$0.00
302	TRANSFER - CAPITAL METRO - RESERVE	\$0.00	\$0.00	\$42,040.00	\$42,040.00
303	CAPMETRO - BTC - PROJECT REIMBURSI	\$0.00	\$0.00	\$42,000.00	\$42,000.00
304	TRANSFER - ROAD PROJECT RESERVED	\$0.00	\$0.00	\$140,000.00	\$140,000.00
		\$0.00	\$0.00	\$107,960.00	\$107,960.00
<u>TOTALS:</u>		\$0.00	\$0.00	\$332,000.00	\$332,000.00

<u>EXPENSES</u>					
310	ROAD IMPROVEMENT - OLD MANCHACA	\$0.00	\$0.00	\$300,000.00	\$300,000.00
311	ENGINEERING - MISC	\$0.00	\$0.00	\$32,000.00	\$32,000.00
		\$0.00	\$0.00	\$332,000.00	\$332,000.00
<u>TOTALS:</u>		\$0.00	\$0.00	\$332,000.00	\$332,000.00

ROAD IMPROVEMENT FUND 2022

<u>REVENUES</u>					<u>BUDGET 21-22</u>
301-22	CAPITAL METRO - BTC FUNDING 2022	\$0.00	\$0.00	\$14,000.00	\$14,000.00
302-22	TRANSFER - CAPITAL METRO - RESERVE	\$0.00	\$0.00	\$0.00	\$0.00
303	CAPMETRO - BTC - PROJECT REIMBURSI	\$0.00	\$0.00	\$14,000.00	\$14,000.00
304	TRANSFER - ROAD PROJECT RESERVED	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$28,000.00	\$28,000.00
<u>TOTALS:</u>		\$0.00	\$0.00	\$28,000.00	\$28,000.00

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

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDING (CLFRF) - ARPA

<u>REVENUES:</u>		<u>CURRENT</u>	<u>YTD TOTAL</u>	<u>DIFFERENCE</u>	<u>BUDGET 21-22</u>
		<u>MONTH</u>			
501	CORONAVIRUS LOCAL FISCAL RECOVERY FL	\$0.00	\$0.00	\$62,813.74	\$62,813.74
502	CLFRF RESERVE FUNDING	\$0.00	\$0.00	\$37,277.54	\$37,277.54
		\$0.00	\$0.00	\$100,091.28	\$100,091.28
<u>TOTALS:</u>		\$0.00	\$0.00	\$100,091.28	\$100,091.28

<u>EXPENSES:</u>					
510	WATER SYSTEM IMPROVEMENTS - NORTH V	\$0.00	\$0.00	\$0.00	\$0.00
511	WATER SYSTEM IMPROVEMENTS - SOUTH V	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTALS:</u>		\$0.00	\$0.00	\$0.00	\$0.00

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	<u>\$140,000</u>	<u>\$140,000</u>
TOTAL ROAD RESERVE	\$182,040	\$182,040
<u>GENERAL FUND CONTINGENCY</u>	\$50,000	\$50,000
<u>CLFRF - ARPA FUND RESERVE</u>	\$37,278	\$37,278
CURRENT BUDGET RESERVE	<u>\$0</u>	<u>\$8,587</u>
<u>TOTAL ALL RESERVED FUNDS</u>	\$319,318	\$327,904
TOTAL TEXPOOL AND CHECKBOOK	\$546,781	\$509,387
LESS TOTAL RESERVED	<u>\$319,318</u>	<u>\$327,904</u>
<u>UNALLOCATED AVAILABLE FUNDS</u>	\$227,464	\$181,483