



VILLAGE OF  
**VOLENTE**

Justine Blackmore-Hlista  
MAYOR

Frederick Graber  
MAYOR PRO-TEM

Judy Graci  
COUNCILMAN

Matthew Hammond  
COUNCILMAN

Mark Scott  
COUNCILMAN

Chris Wilder  
COUNCILMAN

STATE OF TEXAS  
COUNTY OF TRAVIS

**OATH**

I, **Jan Yenawine**, do solemnly swear or affirm that I will faithfully execute the duties of the office of Municipal Judge for the Village of Volente of the State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of the State, so help me God.

Signed this 20<sup>th</sup> day of August, 2013.

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Sworn to and subscribed before me by  
Mayor Justine Blackmore Hlista

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VILLAGE OF  
**VOLENTE**

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COUNCILMAN

Mark Scott  
COUNCILMAN

Chris Wilder  
COUNCILMAN

**The Law Enforcement Officer  
Acting for the Village of Volente's  
Oath of Affirmation**

"I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of \_\_\_\_\_ for the Village of Volente, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States, this State, and the Village of Volente, so help me God.

I also do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

\_\_\_\_\_  
NAME, Title

WITNESS:

\_\_\_\_\_  
Joan Jackson, Village Secretary



**P.O. Box 82  
McNeil, TX 78650  
PH: 512-973-9090/ FAX: 512-249-1074  
www.centraltexas tree care.com**

**Customer:** The Village of Volente  
C/O Barbara Wilson  
15403 Hill Street  
Volente, TX 78641  
512-250-2075

**Date:** August 13, 2013

**We propose the following:**

Clear all brush and trees as directed for a 4 foot clearance from the sides of the roads. Chip and dump all chips in town as directed.

The following streets to be cleared:

<b>Mack Canyon Drive</b>	<b>Lake View Street</b>
<b>Reed Drive</b>	<b>Bernard Street</b>
<b>Randolph Street</b>	<b>Sherman Street</b>
<b>Hill Street</b>	<b>Arren Terrace</b>
<b>Booth Circle</b>	<b>Jackson Street</b>
<b>Wharf Cove</b>	<b>Dodd Street</b>

**Estimate: 6 men a day for \$2600.000 per day, 8 days.**

Note: Estimate depends on how many large trees within 4 feet of the road side we remove. Some are on the border; many larger trees are within the four foot mark. Large live oaks may stay or be removed, depending on the situation. May be a little longer or may get done sooner, depending on amount of large trees we actually remove, and of course whether homeowners slow us down.

**Please sign below if this proposal meets with your approval:**

\_\_\_\_\_  
**Customer name**

\_\_\_\_\_  
**Date**

**PAYMENT DUE ON COMPLETION OF WORK.**

Please arrange to have a check ready when the crew is finished, or to call in with a credit card on completion of work. Currently, Mastercard, visa and Discover cards are accepted. Once work has been scheduled, last minute cancellations less than 24 hours in advance are subject to a \$150.00 cancellation fee. Under the mechanics lien law, if services are performed by a contractor without payment, a lien may legally be put on your property in the state of Texas until the property is sold and payment is then received. We are not responsible for underground pipe or utility damage of any kind unseen below the ground due to stump grinding.

**Thank you for your business!**

R. NELSON CONCRETE & CONST INC  
 8215 WEST DR.  
 Volente TX 78641-6023  
 C 512-415-7077  
 E R.NELSONCONCRETE@YAHOO.COM

PROPOSAL RATE

WORK PERFORMED AT:

VILLAGE OF Volente ONLY
Volente TX 78641
WWW-VolenteTEXTS.GOV

TO: VILLAGE OF Volente
"BARBARA WILSON"
15403 YANAWINE WAY

DATE AUGUST 15 2013	YOUR WORK ORDER NO.	OUR BID NO.
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DESCRIPTION OF WORK PERFORMED

Below Prices REFLECT PRICING PER HOUR.  
 ALL WORKMAN & MACHINERY IS COVERED BY INSURANCE.  
 "COPY SHOULD BE ON FILE"

B-Hoe TRACTOR & OR OTHER MACHINERY AS NEEDED  
 RATE \$ 80.00 PER HOUR

IF EQUIPMENT RENTED COST, HAUL FEE & 15%

DUMP TRUCK & OR TRUCKS \$ 80.00 PER HOUR.

ROCK HAMMER ON BACK HOE \$ 120.00 PER HOUR.

LABORER "GENERAL WORKMAN" \$ 250.00 PER DAY.

ABOVE PRICING REFLECTS INSURANCE COSTS FUEL GENERAL COSTS ETC

Sincerely *Robert W. Nelson*  
 PRESIDENT  
 ROBERT W. NELSON

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
 Month Day Year

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Month Day Year

# **VILLAGE OF VOLENTE**

## **ORDINANCE NO. 2013-O-3**

**AN ORDINANCE OF THE VILLAGE OF VOLENTE, TEXAS, AMENDING THE VILLAGE'S ORDINANCE 2004-0-33 WATER QUALITY REGULATION AND PERMITS; PROVIDING STANDARDS FOR THE DEVELOPMENT AND USE OF LAND WITHIN THE VILLAGE TO PROTECT THE QUALITY OF THE SURFACE WATERS AND GROUNDWATERS; PROVIDING DEFINITIONS, SEVERABILITY, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES, PROVIDING PENALTIES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the Village of Volente desires to adopt water regulations pursuant to the provisions of the Texas Local Government Code, the Texas Water Code, and the Texas Health and Safety Code to promote the public health, safety, and general welfare of the citizens of the Village of Volente;

**WHEREAS**, the provisions of this ordinance are consistent with the provisions of the comprehensive plan for the Village of Volente and are designed to achieve the purposes set forth in the Texas Local Government Code, the Texas Water Code, and the Texas Health and Safety Code;

**WHEREAS**, the Village of Volente has complied with the notice and public hearing requirements of the Texas Local Government Code and the Texas open meeting act;

**WHEREAS**, the Village of Volente desires to adopt the following regulations and standards for protecting water quality and controlling the development and use of the land within the Village of Volente to prevent damage to the quality of the surface waters and the ground water impacted by activities within the Village of Volente;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE VILLAGE OF VOLENTE THAT :**

Sec . 32.106 Supplemental Technical Standards and Manuals, the Lower Colorado River Authority Updated Highland Lakes Water Control Ordinance and its Updated Non-Point Source Pollution Control Manual are adopted along with the City of Austin, Texas Drainage Criteria Manual and Environmental Criteria Manual are adopted by reference and shall be the technical procedures to be used to comply within in this article.

**Passed and Approved this 20<sup>th</sup> day of August, 2013.**

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**Justine Blackmore Hlista, Mayor**

**Attest:**

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**Joan Jackson, City Secretary**

PASSED AND APPROVED on this the 20 day of August, 2013 by a vote of \_ ayes, \_ nays, and \_ abstentions of the Volente Village Council.

VILLAGE OF VOLENTE

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**Justine Blackmore Hlista, Mayor**

**ATTEST:**

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**Joan Jackson, City Secretary**

<b>Name</b>	<b>Votes</b>
Perfect World Park	1
Friendship Park	9
VJ Friendship Park	2
Yenawine Park	1
Fightertfighter Park	4
Volente on the Green	4
Volente Neighborhood Park	1
VIA VJ Volente Park	1
Freeman Park	1
Andrew J Stanford Park	1
VJ's Park	2
Howdy Road Park	1
Stevie Ray Vaughn	1
Village Common Park	1
Village Central Park	1
Village Square Park	1
Bob Freeman Memorial Park	1
Volente Independence Park	1
Volente Park	5
Volvillage Park	1
Volhill Park	1
Volsemper Park	1
Volunteer Always	1
Volarrow Green	1
Volente Commons	1
"Yankee Go Home"	1
Volente View Park	1
Volente Village Park	2

INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE, TEXAS, AND THE CITY OF JONESTOWN, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

This inter-local cooperation agreement "the Agreement" is made and entered into by and between Village of Volente, Texas, (the "VILLAGE") and the City of Jonestown, Texas (the "CITY"), both being political subdivisions of the State of Texas and are sometimes referred to herein as "the Parties".

WHEREAS, the VILLAGE desires to enter into an inter-local agreement for the provision of law enforcement services within its jurisdiction;

WHEREAS, the interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes local governments to contract with one another to increase the effectiveness and efficiency of the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties.

WHEREAS, the CITY, acting through its ~~the Police Department~~ Municipal Police Department of Jonestown, is capable of providing such police services; and

29.003 (i)

WHEREAS, Section ~~29.02 (4)~~ of the Texas Government Code, as amended, authorizes a municipality to enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose.

NOW, THEREFORE, the CITY and the VILLAGE agree as follows:

A. The CITY, acting by and through ~~its the Municipal Police Department of Jonestown~~, shall provide law enforcement services to the VILLAGE, including patrols, traffic control, and warrant ~~and detention services~~ in and upon the extra territorial jurisdiction ~~or within the territorial limits~~ on the waters of Lake Travis that fall within the legal control of the VILLAGE. In addition, the CITY shall enforce VILLAGE ordinances and provide service of process issued under the authority of the VILLAGE Code, as authorized pursuant to Section ~~29.02 (4)~~ of the Texas Government Code, as amended, and as provided in the following sections.

29.003(a) ✓

Comment (JU1): language added so that if the Village decides at a later date to annex portions of waterway, this Agreement will still be in full force and effect.

B. In the enforcement of the Village ordinances ~~or criminal cases as detailed in Section 29.02 (4) of the Texas Government Code, as amended~~; the CITY, acting by and through ~~its the Municipal Police Department of Jonestown~~, shall:

29.003 (a)

- a. Respond to requests for law enforcement services by the VILLAGE on the waters of Lake Travis within the VILLAGE's extra territorial jurisdiction ~~or territorial limits~~;
- b. Provide for the participation of City law enforcement personnel in subsequent legal proceedings resulting from the law enforcement services.

INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE,  
TEXAS, AND THE CITY OF JONESTOWN, TEXAS

- C. All existing VILLAGE ordinances and any future ordinances, which are enacted by the VILLAGE and which require enforcement, and are applicable to the water of Lake Travis within the VILLAGE's extra territorial jurisdiction or territorial limits, are incorporated by reference.
- D. All fines and fees collected by the CITY, pursuant to this Agreement, shall be kept and maintained by the CITY ~~turned over to the appropriate authority~~ in accordance with the CITY's law policies and state law.
- E. In providing the required police and protection services, the CITY, acting by and through ~~its~~ the Municipal Police Department of Jonestown, will furnish only the equipment and personnel routinely assigned to service the CITY and subject to staffing limitations and resources.
- F. The law enforcement officers, dispatchers and other personnel, who provide services pursuant to this Agreement, are employees or agents of the CITY and the CITY shall maintain supervisory control and command over such employees, subject to Travis County policies.

*OK. To defer to Jonestown on this.*

Comment [JU2]: I'm not sure we can agree to maintain supervisory control and command over dispatchers? I believe County does or partially handles dispatching?

II.

- A. The VILLAGE shall provide the necessary ordinances to vest the same powers, rights, and privileges in the CITY's police personnel as though such law enforcement personnel were police officers of the VILLAGE.
- B. The VILLAGE shall pay the CITY no dollars or no cents per hour per police officer for services rendered by the CITY law enforcement personnel pursuant to this Agreement. In addition, the VILLAGE shall pay the CITY no dollars and no cents per hour per police boat or vehicle used in the performance of the services rendered by the CITY pursuant to this Agreement. Such hourly charges shall apply to the actual time spent by any Police Officer performing services pursuant to this Agreement calculated from the time the Officer arrives in the VILLAGE until the Officer finishes performing the services. Such charges shall also apply to any additional Officer assigned as back-up personnel to potentially hazardous calls. VILLAGE acknowledges that the CITY will incur costs as a result of enforcing this Agreement. In lieu of payment for the above, the VILLAGE will ~~allow the help~~ offset the costs borne on the CITY resulting from this Agreement by authorizing the CITY and its Municipal Court to receive all of the fines, and/or court fees resulting from this Agreement.
- C. The Parties acknowledge that the cost to the CITY of providing the services described herein may change over time. Therefore, the Parties agree that the CITY may change the hourly rates stated in ~~section~~ Section II. B above by giving the VILLAGE a written notice of a rate change delivered in accordance with ~~section~~ Section VII. E at least sixty (60) days prior to the effective date of the rate change. If the VILLAGE does not desire to continue to receive services at the rates stated in the notice of rate change, it may terminate this Agreement prior to the effective date of the rate change by giving the CITY written notice delivered in accordance with ~~section~~ Section VII. E. If the VILLAGE does not terminate this Agreement, the VILLAGE will be deemed to have accepted the rate change and shall pay the rates stated in the notice of rate change for any services provided by the CITY pursuant to this Agreement on or after the effective date of the rate change.

*Need to deputize officers*

## INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE, TEXAS, AND THE CITY OF JONESTOWN, TEXAS

- D. The CITY shall provide detention services for persons arrested in the VILLAGE for violations of the VILLAGE Ordinances or other offenses within its jurisdiction as detailed in Section 29.03(n) of the Texas Government Code, as amended.
- E. The CITY shall bill (if applicable) the VILLAGE monthly for the services rendered and the VILLAGE shall pay the CITY for the services rendered within thirty (30) days after the billing date.

### III.

- A. The CITY shall provide a magistrate, and-prosecutor and other necessary court administrative functions to handle ordinance violation cases resulting from this Agreement.
- B. The CITY shall maintain and keep records for all VILLAGE ordinance violation cases and other applicable cases resulting from this Agreement and of all cases involving service or process issued under the authority of the VILLAGE Code that are applicable on the waterway of the Village's Extra Territorial Jurisdiction or territorial limits. When a City police officer executes service of process pursuant to this Agreement, the Officer shall deliver all papers connected with such service to the CITY's magistrate.
- C. The CITY shall provide any necessary forms and documents for the performance of service of process and enforcement activities under this Agreement.
- D. On a quarterly basis the CITY will provide the VILLAGE a report detailing the incident number, type of incident, type of violation, date and time of incident that have taken place within the VILLAGE's jurisdiction.

### IV.

- A. The City Administrator, along with the Chief of Police of Jonestown or their designated representative, shall be responsible for administering the terms of this Agreement for the CITY.
- B. The Mayor of the VILLAGE or their designated representative shall be responsible for administering the terms of this Agreement for the VILLAGE.

### V.

#### A. INDEMNIFICATION

1. To the extent authorized by law, the VILLAGE agrees to and shall indemnify, ~~save~~ and hold harmless, and defend the CITY, its officials, officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including but not limited to attorney's fees and related costs, for personal injury, death, or property damage, destruction, or loss arising out of or connected in any way with the performance by VILLAGE officials, agents, and employees of the VILLAGE's responsibilities under this Agreement, where such personal injury, death, or property damage, destruction, or loss is caused by the joint negligence of the VILLAGE and any other person or entity or the joint intentional act or omission of the VILLAGE and any other person or entity. Such

# INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE, TEXAS, AND THE CITY OF JONESTOWN, TEXAS

Indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence or intentional act or omission of the VILLAGE.

2. Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against the VILLAGE, arising out of the law enforcement activities conducted pursuant to this Agreement, the VILLAGE shall give written notice the CITY of such claim, demand, suit or other action. Said notice shall include: (a) the name, and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

*Volente needs to check on this insurance*

## B. INSURANCE COVERAGE

1. The VILLAGE shall obtain liability insurance or other acceptable risk coverage, which covers the acts of commission or omission of the CITY employees and the acts of commission or omission of other governmental entities who are assisting the CITY at the CITY's request.
2. The insurance policy or other coverage shall provide coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in the aggregate for property damage, bodily injury, or death.
3. Within ten (10) days after execution of this Inter-local Agreement, the VILLAGE shall provide the CITY proof of insurance or coverage by the Texas Municipal League Intergovernmental Risk Pool of the VILLAGE's indemnity obligations under this Agreement. To the extent feasible, the VILLAGE shall have the CITY named as an additional insured under the VILLAGE's insurance policy.

Comment [J03]: City and Village should each confer with TMLIRP to discuss coverage and the effect of this Agreement on their respective current insurance policies.

*coverage issue.*

## VI.

- A. This Agreement shall commence on the date of execution and shall run through September 30, 2014 and subject to paragraphs C and D below, shall thereafter automatically renew each October 1<sup>st</sup> for subsequent one (1) year periods.
- B. The VILLAGE shall pay if applicable for services rendered by the CITY from current revenue funds available to the VILLAGE.
- C. The renewal of this Agreement shall be contingent upon the availability of current revenue funds.
- D. Either party may terminate this Agreement immediately with or without cause *notice* by providing written to the non-terminating party. Upon termination of this Agreement, neither party shall have any obligations to the other party, except to pay for services already rendered. ✓
- E. ~~All~~ Any notice under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN VILLAGE OF VOLENTE,  
TEXAS, AND THE CITY OF JONESTOWN, TEXAS**

**CITY:** City Administrator  
City of Jonestown  
P. O Box 5023  
Jonestown, Texas 78645

**Copy to:** Chief of Police  
City of Jonestown  
P. O. Box 5023  
Jonestown, Texas 78645

**VILLAGE:** Mayor  
Village of Volente  
15403 Yenawine Way  
Volente, Texas 78641

**Copy to:** City Administrator  
Village of Volente  
15403 Yenawine Way  
Volente, Texas 78641

- F. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- G. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- H. This is the entire agreement between the CITY and the VILLAGE. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. ~~Except for the rate change described in section II. C, this~~ Agreement may not be amended, except in writing signed by both parties.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

CITY OF JONESTOWN, TEXAS

VILLAGE OF VOLENTE, TEXAS

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Office \_\_\_\_\_

Office \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## City Administrator Report for 08-20-13 City Council Meeting

1. Meet with several of the council members regarding the Health and Sanitation Ordinance.
2. Revamped Health and Sanitation Ordinance for review at workshop
3. Removed dead tree in road and roadway easement from Booth Circle
4. Meet with auditor to create a more accurate chart of accounts and fixed asset inventory report for suggestions to Council Member Mark Scott
5. Open Records Request with Travis County on Subdivision and pursuit of park.
6. Solicited and received bids from printer companies for budget workshop.
7. Finalized health and safety concerns on 8129 Joy Rd
8. Worked with Joan on several new applicants for building permits, one applicant for re subdivision
9. Review LCRA proposed changes to Highland Lakes Ordinance.
10. Meet with 4 Geologists at the Texas Water Development Board
11. Legislative Update
12. Work with Joan and Computer Vendor to set up emails for training and implementation of new emails for Staff and Council
13. Sent letters, door signs, and emails to gather volunteers and concerns for permitting of Aquaholics
14. Meet with Joan and Marc Dickey and work on fees structure ordinance.
15. Work with City of Jonestown and our Attorneys on the Jonestown/Village interlocal agreement.
16. Meet with residents in regards roadway easement issues, clearance issues, and line of sight issues.
17. Working with Travis County on developing residential road resurfacing
18. Worked with Mayor on draft copy of special and temporary use ordinance for consideration in workshop
19. Worked with Joan, Tim Davis, the County and Miller Blue Print to create a historical and informative listing and plats of the various subdivision and re subdivisions in the Village. Also a collection of deed restrictions to inform new residents and builders.
20. Working with engineers on quote for park plan quote.
21. Further work on records management system
22. Still working with TCAD on property tax discrepancies and State Comptroller.

## City Secretary Report for 08-20-13 City Council Meeting

1. Processed FY budget 2012/13 line item amendments for end of year.
2. Searched existing ordinances for reference for old LCRA Non-Point Solution Ordinance to collect those ordinance that need to be amended. Created Amending Ordinance 2013-O-3 for Water Quality Regulations & Permits for adoption by Court,
3. Printed and delivered to the post office the bulk mailing for postcard to Leander Post office for Naming of the Park survey.
4. Collected and collated the different names and created report for Council review of park names.
5. Meet with auditor to create a more accurate chart of accounts in QuickBooks and fixed asset inventory report for suggestions to Council Member Mark Scott
6. Processed open Records Request for building permits in Volente.
7. Barbara and I solicited and received bids from printer companies for lease equipment for budget workshop.
8. Sent legal notification to US Banc for lease termination of equipment.
9. Printed and delivered postcard for bulk mailing to Leander Post Office for roadwork for interior roads
10. Talked to numerous builders and homeowners on permitting process in Volente.
11. Reviewed and corrected Village of Volente's present accounting records.
12. Created template for budget overview and month by month comparison for FY 2012/2013 and 2013/2014.
13. Took in applications for one pool, two remodels for porch and pavilion and prepared applications for mailing to TRE & Associates
14. Inputted all bills and prepared checks for vendors, law enforcement and code enforcement.
15. Work with Barbara and Computer Vendor to set up emails for training and implementation of new emails for Staff and Council.
16. Meet with Barbara and Marc Dickey and worked on fees structure ordinance.
17. Worked with Barbara, Tim Davis, the County and Miller Blue Print to create a historical and informative listing and plats of the various subdivision and re subdivisions in the Village. Also a collection of deed restrictions to inform new residents and builders. Delivered to Miller Blueprint maps and subdivision plans for reproduction and picked them up following week.
18. Processed payroll and created accurate and detailed deductions and addition field in the payroll software.
19. Prepared and processed mandatory monthly and quarterly tax reports for the IRS and State of Texas.
20. Processed and prepared agenda for August and back up material for packets.

**Village of Volente Council Meeting,  
Tuesday, July 16, 2013 7:00 p.m.  
VVFD and Community Center, 15406 FM 2769, Volente, Texas.**

**A quorum of the Planning & Zoning Commission and the Board of Adjustments may be present.**

**MINUTES**

**A. Items Opening Meeting**

1. Call to order.

The meeting was called to order by Mayor Justine Blackmore Hlista .

2. Roll Call

City Secretary, Joan Jackson, called roll. All members were present except Councilmember Hammond and a quorum was established.

3. Pledge to the Flag and reading of the Village Vision Statement

Mayor Justine Blackmore Hlista read the vision statement.

**Councilmember Scott made a motion to move to Item 5 on the agenda at this time.**

**Councilmember Graci seconded the motion. The motion passed with all were in favor with Councilmember Hammond absent.**

**B. Citizen Communications:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting. Three (3) minute time limit.

**Comments:**

Shellie Jones, 15947 Booth Circle, Volente, TX 78641 water conservation plan; real estate signs disappearing

Jan Yenawine, 15600 FM 2769, Volente, TX 78641 appreciating the agenda and the backup materials

Megan Lott, 8133 Beauregard, Volente, TX 78641 interest in town hall meetings; concerns about Councilmember Hammond absence from meetings

**C. General Business and Action Items**

1. City Administrator Report

a. Procedural Methods for Council Meeting

a. **One person at a time**

b. **Come to the podium**

c. **Completely fill out speaker request and designate which items that you wish to discuss**

b. Legislative Updates

c. Project Status Report,

Park report

Liability Insurance TML

Risk Manager and Loss Actuary TML

Tim Davis Repairs and Addressing Concerns on Lime Creek Trail

Two Sets Engineers look at Proposing Park and Trail Design

TX DOT Review of Concrete Blocks

Travis County Park on Subdivision No 7

TX DOT head in parking on FM 2769  
ADA Review  
Parking on Reed  
Meeting with Park Volunteer Committee  
Health Hazard at 8129 Joy  
Subdivision update and recommendation on 8212 West Drive  
TCEQ hearing on LCRA Water Plan  
LCRA meetings on Water Fees, Floodplains, Latest Highland Land  
Mandatory Annual Lake Fees  
Ordinances and Technical Manual, Boat Dock regulations and Marina  
Regulations  
Brushy Creek Regional Utility Meeting in Leander  
Meeting with Danny Hobby about long range fire and EMS plan and small  
cities meetings and concerns.  
Meeting with Ken Beck and Don Pitts City of Austin in regards inter-local  
with the City of Austin for sound management plans and possible  
suggestions to the noise ordinance.  
Computer Repair Maintenance and Backup Solutions  
Vicious Dog Complaints  
Parking and Road Blockage incident with Buses on Dodd and Mary St.  
Illegal Dumping on Ray Vista and Mary  
Clarification of Ray Vista easement vs. road acceptance driveway vs. road  
Drainage Problems Meeting with Engineering on Joy 2 locations, Lime  
Creek Road, Booth Circle and FM 2679  
Drag Racing on Mary Street  
Signs for the Cars  
Lights for the Cars  
Real Estate Signs  
Permit Stickers  
Theft of Signs  
Meeting with engineer in regards Road Way Easement on Lime Creek  
City Administrator, Barbara Wilson, gave report on all of the above items  
And explained the daily work that the Village Office handling.  
Comments: Jan Yenawine, 15600 FM 2769, Volente, TX 78641 concerns that  
clearing ditches we may loose some trees  
Megan Lott: 8133 Beaugard, Volente, TX 78641 thanked Barbara for her work  
David Woodard, 16321 Jackson Street, Volente, TX 7864 thank Barbara for her work

## 2. City Secretary's Report

Training  
Construction  
Travis County Natural Resources and Transportation road payment for residential  
streets  
Payment schedule for bills 1<sup>st</sup> and 3<sup>rd</sup> Friday  
Subdivision Plats Organization  
Mayor Pro Tem Graber asked questions on the construction report.

## 3. Mayor's Report

Brushy Creek Regional Utility Chapter 26

**Mayor Justine Blackmore Hlista read a prepared statement that she plans to read at the BCRUA meeting on July 17<sup>th</sup> regarding the conflict between BCRUA and Village of Volente to construct and operate a raw water pumping facility within the municipal boundaries of Volente. The statement is attached to these minutes.**

**Comments: David Woodward, 16321 Jackson Street, Volente, TX 78641 asked if any decisions would be made at the meeting.**

4. Approval of June 18, 2013 Village of Volente minutes.

**Councilmember Graci made a motion to approve the June 18, 2013 minutes. Mayor Pro Tem Graber seconded the motion. The motion passed with all in favor with Councilmember Hammond absent.**

5. Receive report and consider action to accept audit from auditors for the FY 2011- 2012 from Keith or Tracie Neffendorf of Neffendorf, Knopp, Doss & Co. **Keith Neffendorf of Neffendorf, Knopp, Doss & Co. gave the audit report for the FY 2011-2012. It was a good clean audit for the village. Councilmember Scott made a motion to accept the audit as presented. Councilmember Wilder seconded the motion. The motion passed with all in favor with Councilmember Hammond absent.**

6. Review, discuss and adoption of interlocal cooperation agreement for public health services between the City of Austin and the City of Volente. **Councilmember Graci made a motion to adopt the Interlocal Cooperation Agreement for public health services between the City of Austin and the City of Volente. Councilmember Wilder seconded the motion. All were in favor with Councilman Hammond absent.**

**Comments: Jan Yenawine, 15600 FM 2769, Volente, TX 78641 no extra burden than if we were part of Travis County and not incorporated into the Village.**

7. Discussion and appointment of elected official to the General Assembly for Capital Area Council of Governments.

**Councilmember Wilder made a motion to appoint Councilmember Graci to the General Assembly for Capital Area Council of Government and Councilmember Scott seconded the motion. The motion passed with all in favor with Councilmember Hammond absent.**

8. Discussion and possible approval of Central Texas Water Coalition membership.

**Councilmember Scott made a motion to sign up for Central TX Water Coalition and make a donation for \$ 500.00 for the Village. Councilmember Wilder seconded the motion. The motion passed with all in favor and**

**Councilmember Hammond absent. The money is in the legislative line of the this year's budget.**

9. Discussion and possible approval on the Health and Sanitation Ordinance

**The Council had numerous questions regarding the language in this ordinance. City Administrator Barbara Wilson will address the problems with Council to change or omit some of the language. This agenda item is being tabled at this time.**

**Comments: Jan Yenawine, 15600 FM 2769, Volente, TX**

**support given and we need to be cautious of poisonous varmints that are locating here.**

10. Review and possible adoption of the LCRA's Highland Lakes Watershed Ordinance and Water Quality Management Technical Manual.

**Councilmember Scott made a motion to adopt the LCRA Highland Lakes Watershed Ordinance and Water Quality Management Technical Manual and have the Volente Village office come back to Council with all ordinances affected by this. Councilmember Wilder seconded the motion. The motion passed with all in favor and Councilmember Hammond absent.**

**Comments: Mattie Adams, 15941 Booth Circle, Volente, TX 78641 questioned if we can make language to automatically adopt the new LCRA Ordinance every time one comes out.**

11. Review, discuss and possible action of Interlocal Agreement with Jonestown and sending the Interlocal Agreement to Jonestown for review and possible adjustments.

**Councilmember Scott make a motion to approve the interlocal agreement draft subject to Attorney Jeff Tippens approval to be sent to Jonestown for review and possible adjustments. Mayor Pro Tem Graber seconded the motion. All were in favor with Councilmember Hammond absent.**

**Comment: Jan Yenawine, 15600 FM 2769, Volente, TX 78641 expressed approval of the agreement draft**

12. Discussion and possible action of ordinance to create Parks and Trail Committee. City Manager Barbara Wilson gave an overview of the committee. Mayor Justine Blackmore Hlista suggested taking the ordinance under review and sending suggestions to the City Administrator.

**Comments: Bob Steichen, 16507 FM 2769, Volente, TX spoke against trails and let residents voice their opinions on trails**

**Mattie Adams, 15951 Booth Circle, Volente, TX 78641 appreciates the review and cautions on where our tax dollars go. It will be taken under consideration.**

13. Discussion and possible action on name for park on FM 2769.

**Discussion of the park included the name: Friendship Park The Council would like to place it on the website and solicit suggestions and get comments**

**on it. Mayor Pro Tem Graber would like to send out a postcard with the name suggestions on it.**

**Comments: Mattie Adams, 15905 Booth Circle, likes idea of the postcard. Mayor Justine Blackmore Hlista said to move forward on soliciting names.**

**Ann Steichen, 15807 FM 2769, Volente, TX 78641 history of names for the park.**

**Mattie Adams, 15905 Booth Circle, likes idea of soliciting names for the park.**

**14. Discussion of newsletter articles for the Village of Volente.**

**Mayor Pro Tem Graber talked about different items for the newsletter. He took suggestions of items from Council.**

**Comments: David Woodward, 16321 Jackson Street, Volente, TX : electronic or paper**

**15. Discussion by Council Member Chris Wilder on Law Enforcement activities in the Village.**

**Councilmember Wilder gave an update on what is going on in the village with law enforcement. He reported officers are giving out between 7 and 15 citations on the weekends for speeding and running stop signs. Crime has been maturing from last year. This year assaults are increasing. Stealing has been on the rise. There is talk of camera surveillance.**

**Comments: Jan Yenawine, 15600 FM 2769, Volente, TX residents are paying taxes to support businesses, he would like to see annexation of the area around the marinas.**

**David Woodward, 16321 Jackson Street, Volente, TX 78641: tire tracks on the road doing doughnuts is messing up the roads.**

**Megan Lott, 8133 Beauregard, Volente, TX 78641: traffic of cars and motorcycles on Lime Creek Rd, and car clubs using our roads.**

**Barbara Wilson: The idea of reflective stickers on cars was brought up.**

**Jan Yenawine, 15600 FM 2769, Volente, TX 78641: American Statesman should be asked not to leave newspapers at resident's homes**

**16. Financial Report.**

**Councilmember Scott gave the financial report and stated that we are still ahead of budget this year by having more income than expenses. He believes we will end the budget year in the green.**

**C. Adjourn**

**Councilmember Wilder made a motion to adjourn the meeting. Mayor Pro Tem Graber seconded the motion. The motion passed with all in favor and Councilmember Hammond absent. The meeting ended at 10:35 p.m.**

**Approved this 20<sup>th</sup> day of August, 2013.**

**Justine Blackmore Hlista, Mayor**

**Joan Jackson, City Secretary**