



**Notice of a Meeting of the  
City Council  
of Village of Volente, TX  
Tuesday, October 15, 2013  
7 pm.**

Notice is hereby given that the Village of Volente, TX will hold a meeting on Tuesday the 15th of October, 2013 at 7 p.m. in the Community Center of the Volente Volunteer Fire Dept. 15406 FM 2769, Volente, TX, at which time the following items will be discussed, to wit:

1. Call to Order of the City Council.
2. Roll Call.
3. Pledge of Allegiance/Reading of the Village Vision Statement.
4. Citizens/Public Communications.
5. Mayor's Report
  - a. Strategic goals for 2013.2014.
6. Staff reports.
  - a. City Administrator/City Secretary Project Report.
  - b. Financial Report
  - c. Construction Report.

**The Staff and Mayor present the following agenda items (7-9 a-e) to be considered as consent items by the City Council to be enacted by one motion. If a citizen or City Council Member requests discussion on an item, it will not be approved on consent, it will be moved to the end of the agenda and considered at that time. City Council Members may add additional items to be considered for the consent agenda.**

7. Approval of the minutes from the September 24, 2013 meeting.
8. Acceptance of Jan Yenawine's resignation as Municipal Judge.
9. Consider approval of Annual Contracts and Purchases for the Village of Volente for the Fiscal Year beginning October 1, 2013.
  - (a) Legal Services Contract with Scanlan, Buckle and Young for City Attorney Services.
  - (b) Legal Services Contract with TRE and Associates, LLC.
  - (c) Legal Services Contract with Jay Engineering Co, Inc. for Engineering Services.
  - (d) Legal Services Contract with ATS for temporary code enforcement and



inspections and suspension of code enforcement with Peter McKinney until notification that he is physically able to return to work.

- (e) Designate Community Impact as advertising newspaper for legal ads and notices for Village of Volente.

**Regular Agenda Items:**

10. Close Public Meeting.

11. Open Executive Session:

The City Council of the Village of Volente will announce that it will go into executive session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to consult with the City Attorney (551.072) to deliberate the purchase, exchange, lease, or value of real property; and to deliberate any other matter listed on this agenda for which an exception to open meetings requirements permit such closed deliberation as announced at the time of the closed session. The City Council may also announce that it may go into executive session if necessary to receive advise from legal counsel regarding any other item on this agenda and property.

EX 1. Consult with Attorney.

12. Close Executive Session.

13. Open Public Meeting.

14. Consideration and possible action on appointment of Denise S. Thrash as Municipal Judge for Volente.

- a. Oath to swear in Municipal Judge.

15. Consideration and possible action on appointment of Mayor Pro Tem for the Village of Volente.

- a. Oath to swear in Mayor Pro Tem.

16. Discussion and presentation of the Administrative Ordinance for City Council first draft.

- a. Presentation by staff.
- b. Discussion by city council.
- c. Open public hearing.
- d. Citizen comments.
- e. Close public hearing.
- f. Further discussion by City Council.
- g. Direction to staff.



**17. Adjourn**

**I certify that the above notice of meeting was posted at Village of Volente on the 11<sup>th</sup> day of October, 2013. Joan Jackson, City Secretary.**

**The Village of Volente is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.**

**Village of Volente**  
**Profit & Loss Budget Performance**  
**September 2013**

Budget Performance for Sept. 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>Oct '12 - Sep 13</u>
<b>General Revenue</b>			
<b>Revenue</b>			
1220 · Cap Metro	0.00		90,466.82
4010 · Real Property Tax - Current Yr	67.64	5,631.63	181,674.21
4020 · Penalties & Interest	0.00		87.47
4025 · Grants	0.00		0.00
4030 · Mixed Beverage Sales Tax	0.00	352.47	2,795.37
4040 · Franchise Fees for RCC	0.00	5,619.16	30,189.40
4050 · Sales & Use Taxes	10,634.38		60,205.51
4060 · Municipal Court Fees	0.00		0.00
4400 · Building Review Fees.	0.00		4,715.00
4401 · Subdivision Review Fee	0.00	500.00	0.00
4402 · Sign Permit Fees	10.00		740.00
4403 · Admin fees	0.00		0.00
4405 · Variance Fee	0.00	0.00	1,250.00
4700 · Interest Earned /Savs/MMA	0.00	60.00	1,626.64
4930 · Parkland Fee Account	0.00		0.00
4931 · Trasfer P Transfer Parkland Res	0.00		0.00
4933 · Restr Fund Parkland Donatlon	0.00		0.00
4998 · Farmers Market	0.00		0.00
4999 · Uncategorized Income	0.00		2.96
<b>Total Revenue</b>	<u>10,712.02</u>	<u>12,163.26</u>	<u>373,753.38</u>
<b>Gross Profit</b>	10,712.02	12,163.26	373,753.38
<b>Expense</b>			
10000 · Bank service charges	0.00		0.00
5024 · TML Retirement	379.60	142.95	4,555.20
5026 · Employment Taxes	0.00		46.41
5028 · Emp Benefits Ins	0.00	500.00	4,401.08
5100 · Attorney	0.00	3,500.00	28,629.93
5113 · Development Inspection Serv Rei	0.00	500.00	1,854.00
5114 · Development Plan Review Reimb	485.50	400.00	6,672.80
5115 · Professional Services Non Reimb	757.00	1,700.00	8,941.88
5120 · Special Engineering Consultant	0.00		15,001.50
5122 · Code Enforcement Labor	0.00	1,400.00	11,218.48
5123 · Contract Labor			
5121 · Contract Police Services	2,350.00		20,980.00
5123 · Contract Labor - Other	0.00		0.00
<b>Total 5123 · Contract Labor</b>	<u>2,350.00</u>		<u>20,980.00</u>
5124 · Miscellaneous/Reimbursement	0.00		0.00
5125 · Audit	0.00	5,700.00	5,700.00
5126 · Grant Writer	0.00		0.00

**Village of Volente**  
**Profit & Loss Budget Performance**  
 September 2013

Budget Performance for Sept. 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>Oct '12 - Sep 13</u>
5127 · Tax Collection - Travis Co	0.00		1,238.11
5128 · Advertising/Public Notices	0.00	100.00	245.13
5130 · Special Consultant/Legislative	0.00		0.00
5136 · Noise Consultant	0.00		0.00
5210 · Election Expense	100.00		100.00
5211 · Events			
5201 · Farmers Market	0.00		0.00
5202 · Village Cleanup, other	1,000.00	2,000.00	2,673.03
<b>Total 5211 · Events</b>	<b>1,000.00</b>	<b>2,000.00</b>	<b>2,673.03</b>
5212 · Office Supplies - General	364.69		4,222.66
5213 · Office Supplies printing	-1,175.62		1,482.58
5214 · Office Supplies - Postage	0.40	25.00	481.63
5215 · I.T. Software	0.00		727.53
5216 · Equipment Rental	556.60	300.00	3,316.01
5217 · Office Equipment & Furniture	0.00		1,416.44
5218 · Website Maintenance	226.50	400.00	7,739.26
5219 · Books & Publications	0.00		0.00
5220 · Dues, Fees, & Subscriptions	50.00	100.00	2,017.14
5221 · Firehall Rental	1,175.62	175.00	2,321.31
5222 · Utilities - Electric	0.00	66.00	1,327.70
5223 · Telephone Internet			
5226 · Cellular Phone Reimbursement	248.16		495.72
5229 · Governmental Email Provider	0.00		475.51
5230 · Domain Sites	0.00		250.00
5223 · Telephone Internet - Other	254.21	125.00	4,209.88
<b>Total 5223 · Telephone Internet</b>	<b>502.37</b>	<b>125.00</b>	<b>5,431.11</b>
5227 · Industrial Relations	107.68		738.11
5228 · Mileage Reimbursement	699.49		1,568.13
5240 · Insurance, Liab/workers comp	0.00	212.00	2,482.83
5250 · Municipal Court Expenditures	0.00	250.00	27.95
5260 · ROW Herbicide	0.00		1,482.72
5261 · Mowing	0.00		0.00
5262 · Roads & ROW Emergency Repairs	0.00		1,000.00
5263 · Street Signs (New & Repairs)	0.00		469.58
5264 · Tree Trimming	14,600.00		24,950.00
5265 · Cap Metro Road Project	0.00		0.00
5267 · Transfer to Parkland	0.00		0.00
5268 · Roads & Rightaway	0.00		112,738.75
5269 · Parkland Inf Development	0.00		0.00
5270 · Repairs & Maint	0.00		1,272.00
5281 · Training & Ed - St	90.00		6,047.87
5282 · Training & Ed - Council	0.00		0.00

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10/10/13  
Accrual Basis

Village of Volente  
**Profit & Loss Budget Performance**  
September 2013

Budget Performance for Sept. 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>Oct '12 - Sep 13</u>
66000 - Payroll Expenses	<u>9,572.59</u>	<u>3,000.00</u>	<u>69,392.60</u>
<b>Total Expense</b>	<u>31,842.42</u>	<u>20,595.95</u>	<u>364,911.46</u>
<b>Net Remaining Operating Revenue</b>	<u>-21,130.40</u>	<u>-8,432.69</u>	<u>8,841.92</u>
<b>Net General Operating Fund Balance</b>	<u>-21,130.40</u>	<u>-8,432.69</u>	<u>8,841.92</u>

Village of Volente  
**Profit & Loss Budget Performance**  
September 2013

Budget Performance for Sept. 2013

**General Revenue**

**Revenue**

- 1220 · Cap Metro
- 4010 · Real Property Tax - Current Yr
- 4020 · Penalties & Interest
- 4025 · Grants
- 4030 · Mixed Beverage Sales Tax
- 4040 · Franchisee Fees for RCC
- 4050 · Sales & Use Taxes
- 4060 · Municipal Court Fees
- 4400 · Building Review Fees.
- 4401 · Subdivision Review Fee
- 4402 · Sign Permit Fees
- 4403 · Admin fees
- 4405 · Variance Fee
- 4700 · Interest Earned /Savs/MMA
- 4930 · Parkland Fee Account
- 4931 · Trasfer P Transfer Parkland Res
- 4933 · Restr Fund Parkland Donation
- 4998 · Farmers Market
- 4999 · Uncategorized Income

**Total Revenue**

**Gross Profit**

**Expense**

- 10000 · Bank service charges
- 5024 · TML Retirement
- 5026 · Employment Taxes
- 5028 · Emp Benefits Ins
- 5100 · Attorney
- 5113 · Development Inspection Serv Rei
- 5114 · Development Plan Review Reimb
- 5115 · Professional Services Non Reimb
- 5120 · Special Engineering Consultant
- 5122 · Code Enforcement Labor
- 5123 · Contract Labor
  - 5121 · Contract Police Services
  - 5123 · Contract Labor - Other

**Total 5123 · Contract Labor**

5124 · Miscellaneous/Reimbursment

5125 · Audit

5126 · Grant Writer

Village of Volente  
**Profit & Loss Budget Performance**  
September 2013

Budget Performance for Sept. 2013

5127 · Tax Collection - Travis Co  
5128 · Advertising/Public Notices  
5130 · Special Consultant/Legislative  
5136 · Noise Consultant  
5210 · Election Expense  
5211 · Events  
    5201 · Farmers Market  
    5202 · Village Cleanup, other  
Total 5211 · Events

5212 · Office Supplies - General  
5213 · Office Supplies printing  
5214 · Office Supplies - Postage  
5215 · I.T. Software  
5216 · Equipment Rental  
5217 · Office Equipment & Furniture  
5218 · Website Maintenance  
5219 · Books & Publications  
5220 · Dues, Fees, & Subscriptions  
5221 · Firehall Rental  
5222 · Utilities - Electric  
5223 · Telephone Internet  
    5226 · Cellular Phone Reimbursement  
    5229 · Governmental Email Provider  
    5230 · Domain Sites  
    5223 · Telephone Internet - Other  
Total 5223 · Telephone Internet

5227 · Industrial Relations  
5228 · Mileage Reimbursement  
5240 · Insurance, Liab/workers comp  
5250 · Municipal Court Expenditures  
5260 · ROW Herbicide  
5261 · Mowing  
5262 · Roads & ROW Emergency Repairs  
5263 · Street Signs (New & Repairs)  
5264 · Tree Trimming  
5265 · Cap Metro Road Project  
5267 · Transfer to Parkland  
5268 · Roads & Rightaway  
5269 · Parkland Inf Development  
5270 · Repairs & Maint  
5281 · Training & Ed - St  
5282 · Training & Ed - Council

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10/10/13  
Accrual Basis

# Village of Volente Profit & Loss Budget Performance

Budget Performance for Sept. 2013

September 2013

	<hr/>	<hr/>
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66000 - Payroll Expenses	<hr/>	<hr/>
Total Expense	<hr/>	<hr/>
	<hr/>	<hr/>
Net Remaining Operating Revenue	<hr/>	<hr/>
	<hr/>	<hr/>
Net General Operating Fund Balance	<hr/>	<hr/>

**Village of Volente**  
**Profit & Loss Budget vs. Actual**  
 September 2013

Revenue & Expense Sept. 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income Revenue</b>			
<b>Revenue</b>			
4010 · Real Property Tax - Current Yr	67.64	5,631.63	-5,563.99
4030 · Mixed Beverage Sales Tax	0.00	352.47	-352.47
4040 · Franchisee Fees for RCC	0.00	5,619.16	-5,619.16
4050 · Sales & Use Taxes	10,634.38		
4401 · Subdivision Review Fee	0.00	500.00	-500.00
4402 · Sign Permit Fees	10.00		
4405 · Variance Fee	0.00	0.00	0.00
4700 · Interest Earned /Savs/MMA	0.00	60.00	-60.00
<b>Total Revenue</b>	<u>10,712.02</u>	<u>12,163.26</u>	<u>-1,451.24</u>
<b>Gross Profit</b>	10,712.02	12,163.26	-1,451.24
<b>Expense</b>			
5024 · TML Retirement	379.60	142.95	236.65
5028 · Emp Benefits Ins	0.00	500.00	-500.00
5100 · Attorney	0.00	3,500.00	-3,500.00
5113 · Development Inspection Serv Rel	0.00	500.00	-500.00
5114 · Development Plan Review Reimb	485.50	400.00	85.50
5115 · Professional Services Non Reimb	757.00	1,700.00	-943.00
5122 · Code Enforcement Labor	0.00	1,400.00	-1,400.00
5123 · Contract Labor			
5121 · Contract Police Services	2,350.00		
<b>Total 5123 · Contract Labor</b>	<u>2,350.00</u>		
5125 · Audit	0.00	5,700.00	-5,700.00
5128 · Advertising/Public Notices	0.00	100.00	-100.00
5210 · Election Expense	100.00		
5211 · Events			
5202 · Village Cleanup, other	1,000.00	2,000.00	-1,000.00
<b>Total 5211 · Events</b>	<u>1,000.00</u>	<u>2,000.00</u>	<u>-1,000.00</u>
5212 · Office Supplies - General	364.69		
5213 · Office Supplies printing	-1,175.62		
5214 · Office Supplies - Postage	0.40	25.00	-24.60
5216 · Equipment Rental	556.60	300.00	256.60
5218 · Website Maintenance	226.50	400.00	-173.50
5220 · Dues, Fees, & Subscriptions	50.00	100.00	-50.00
5221 · Firehall Rental	1,175.62	175.00	1,000.62
5222 · Utilities - Electric	0.00	66.00	-66.00
5223 · Telephone Internet			
5226 · Cellular Phone Reimbursement	248.16		
5223 · Telephone Internet - Other	254.21	125.00	129.21

Village of Volente  
**Profit & Loss Budget vs. Actual**  
September 2013

Revenue & Expense Sept. 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total 5223 · Telephone Internet	502.37	125.00	377.37
5227 · Industrial Relations	107.68		
5228 · Mileage Reimbursement	699.49		
5240 · Insurance, Liab/workers comp	0.00	212.00	-212.00
5250 · Municipal Court Expenditures	0.00	250.00	-250.00
5264 · Tree Trimming	14,600.00		
5281 · Training & Ed - St	90.00		
66000 · Payroll Expenses	9,572.59	3,000.00	6,572.59
Total Expense	<u>31,842.42</u>	<u>20,595.95</u>	<u>11,246.47</u>
Total Net Revenue	<u>-21,130.40</u>	<u>-8,432.69</u>	<u>-12,697.71</u>
Net Revenue	<u><u>-21,130.40</u></u>	<u><u>-8,432.69</u></u>	<u><u>-12,697.71</u></u>

**Village of Volente**  
**Profit & Loss Budget vs. Actual**  
 September 2013

Revenue & Expense Sept. 2013

	<b>% of Budget</b>
<b>Ordinary Income Revenue</b>	
<b>Revenue</b>	
4010 · Real Property Tax - Current Yr	1.2%
4030 · Mixed Beverage Sales Tax	0.0%
4040 · Franchisee Fees for RCC	0.0%
4050 · Sales & Use Taxes	
4401 · Subdivision Review Fee	0.0%
4402 · Sign Permit Fees	
4405 · Variance Fee	0.0%
4700 · Interest Earned /Savs/MMA	0.0%
<b>Total Revenue</b>	<b>88.07%</b>
<b>Gross Profit</b>	<b>88.07%</b>
<b>Expense</b>	
5024 · TML Retirement	265.55%
5028 · Emp Benefits Ins	0.0%
5100 · Attorney	0.0%
5113 · Development Inspection Serv Rel	0.0%
5114 · Development Plan Review Reimb	121.38%
5115 · Professional Services Non Reimb	44.53%
5122 · Code Enforcement Labor	0.0%
5123 · Contract Labor	
5121 · Contract Police Services	
<b>Total 5123 · Contract Labor</b>	
5125 · Audit	0.0%
5128 · Advertising/Public Notices	0.0%
5210 · Election Expense	
5211 · Events	
5202 · Village Cleanup, other	50.0%
<b>Total 5211 · Events</b>	<b>50.0%</b>
5212 · Office Supplies - General	
5213 · Office Supplies printing	
5214 · Office Supplies - Postage	1.6%
5216 · Equipment Rental	185.53%
5218 · Website Maintenance	56.63%
5220 · Dues, Fees, & Subscriptions	50.0%
5221 · Firehall Rental	671.78%
5222 · Utilities - Electric	0.0%
5223 · Telephone Internet	
5226 · Cellular Phone Raimbursement	
5223 · Telephone Internet - Other	<b>203.37%</b>

7:44 PM  
10/10/13  
Accrual Basis

Village of Volente  
**Profit & Loss Budget vs. Actual**  
September 2013

Revenue & Expense Sept. 2013

	<u>% of Budget</u>
Total 5223 · Telephone Internet	401.9%
5227 · Industrial Relations	
5228 · Mileage Reimbursement	
5240 · Insurance, Liab/workers comp	0.0%
5250 · Municipal Court Expenditures	0.0%
5264 · Tree Trimming	
5281 · Training & Ed - St	
66000 · Payroll Expenses	319.09%
Total Expense	<u>154.61%</u>
Total Net Revenue	<u>250.58%</u>
Net Revenue	<u><u>250.58%</u></u>

## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Denise Thrash , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Municipal Judge for Village of Volente, Texas in 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 this State, so help me God.

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Signature of Municipal Judge

**State of Texas**

**County of Travis**

Sworn to and subscribed before me this 15<sup>th</sup> day of October, 2013 .

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Joan Jackson, City Secretary

## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Mayor Pro Tem for City Council of Volente, Texas in 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 this State, so help me God.

\_\_\_\_\_  
Signature of Mayor Pro Tem

**State of Texas**

**County of Travis**

Sworn to and subscribed before me this 15<sup>th</sup> day of October, 2013 .

\_\_\_\_\_  
Joan Jackson, City Secretary

10/04/13

Mayor Graber

Please accept my resignation as  
municipal judge for the Village of  
Volente effective upon my swearing  
in as a council person for the Village  
of Volente.

Respectfully

Jan Yermani

## Administrative

### CITY COUNCIL

#### CHAPTER 21: VILLAGE MAYOR AND COUNCIL

##### **§SECTION 21.01 GOVERNANCE.**

Except as may be required by applicable state law, the provisions of this subchapter shall govern the appointment or election to fill a vacancy in an office of a City Council member resulting from a resignation, removal, failure to qualify, death or for any other reason.

##### **§SECTION 21.02 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***NOMINATION PERIOD.*** The period beginning on the date a vacancy in an office covered by this subchapter occurs and ending on the date that is 14 days after the date notice to all residential addresses is completed in compliance with this subchapter.

***PROSPECTIVE CANDIDATE.*** A person who has either been nominated or has delivered a statement of interest during the nomination period in compliance with the terms of this subchapter.

##### **§SECTION 21.03 ELECTION VERSUS APPOINTMENT.**

If an election can be held, in compliance with applicable law regulating the holding of elections, within 90 days of the date of an event that has created a vacancy, then an election shall be held to fill the vacancy. If an election cannot lawfully be held within 90 days of the event resulting in a vacancy, then the City Council shall fill the vacant position by appointment.

##### **§SECTION 21.04 APPOINTMENT PROCESS.**

When an appointment is required under § 21.03 the following process shall be used to make any appointment.

**(A)** The City Council shall provide a written notice to all residential addresses within the city that it is accepting nominations or statements of interest for the vacant position as soon as practicable after the position has become vacant. Notice shall be deemed completed on the date notice is deposited in the mail to each residential address in the city as disclosed in records maintained or reasonably relied upon by the city for the purpose.

**(B)** Nominations or statements of interest will be received by the City Council up to the date that is 14 days after the date public notice is completed. All nominations or statements of interest must be in writing and delivered to City Hall during the nomination period.

**(C)** A public meeting of the City Council shall be held during which each prospective candidate shall have the opportunity to provide information to Council and the citizens of the reason(s) why he or she would like to serve on Council and to answer questions posed by Council and any interested citizens. A prospective candidate may choose to provide information to Council and the citizens orally or in writing, or both. This meeting shall be held no later than the first available meeting after the nomination period and may be held during a regular scheduled or a called meeting of Council.

**(D)** After the public meeting has been held, the City Council shall appoint a person from among the prospective candidate(s) to fill the vacancy. If permitted by law, the City Council may appoint a prospective candidate at the same meeting as the public meeting; provided that, each prospective candidate has first had the opportunity at that meeting to provide and inform Council and citizens of the reason(s) why the prospective candidate would like to serve on Council.

**(E)** In the event that the procedure provided in this section results in no prospective candidate applying who meets the minimum qualifications set by law, the City Council may appoint any qualified person to fill a vacancy.

**(F)** If permitted by applicable law, vacancies in more than one City Council position may be filled concurrently by appointment pursuant to the procedures provided in this section.

**(G)** The vote to fill a vacancy pursuant to this subchapter, including the requirement of a quorum and participation of the Mayor or, if applicable, the Mayor Pro Tem, shall be governed by the law applicable to a vote of the governing body to enact an ordinance.

**§ SECTION 21.05 FACTORS TO BE CONSIDERED IN APPOINTING CANDIDATES TO SERVE ON COUNCIL.**

**(A)** When deciding which prospective candidate to appoint, the City Council may consider the following factors:

- (1)** Whether the candidate has unique qualifications, experiences or skills that will be useful to the city;
- (2)** The extent of public support for the candidate, taking into account recent election results if the candidate recently ran for election or re-election to City Council;
- (3)** Whether the candidate has prior experience serving on city committees;
- (4)** Whether and to what extent the candidate has prior experience serving on City Council;
- (5)** Whether the candidate resides in an area of the city that is currently under represented on Council, taking into consideration all elected positions;
- (6)** Whether the candidate is currently engaged in business with the city or has other financial interests that may present ethical issues or require the candidate to recuse himself or herself from Council actions;

(7) Each candidate's presentation before Council and citizens, and responses to any questions posed by Council or citizens, including, in particular, the effectiveness and responsiveness of those responses; and

(8) The recommendation, if any, of the Council member whose seat is being filled.

(B) Each member of the City Council may consider other factors that are not included in this section and may exercise his or her discretion in weighing these factors and any others.

#### **§ SECTION 21.06 EFFECTIVE DATE.**

This subchapter shall be effective upon adoption by the City Council and execution by the Mayor.

### **CHAPTER 24: VILLAGE PROCEDURES AND POLICIES**

#### **§SECTION 24.01 REGULAR MEETINGS.**

(A) *Time.* The City Council shall hold regular meetings on the third Tuesday of each month at 7:00 p.m. or any other time the Mayor may designate; provided however, that when the day fixed for any regular meeting of the Council falls on a day designated by law as a legal or national holiday, the meeting may be cancelled or rescheduled at the discretion of the Council.

(B) *Place.* All regular meetings of the Council shall be held in the Council Chambers at City Hall, located at 16100 Wharf Cove, Village of Volente, Texas.

#### **§SECTION 24.02 SPECIAL MEETINGS AND WORKSHOPS.**

The Mayor shall call special meetings of the Council whenever in his or her opinion the public business may require it, or at the express written or oral request of two Council Members. When a special meeting or a workshop is called, each Council Member will be notified either in person, by telephone, by electronic mail, or by hand-delivered notification to the Council Member's residence, stating the date and hour of the meeting and the purpose for which the meeting is called, and no business shall be transacted thereat, except such as is stated in the notice.

#### **§SECTION 24.03 AGENDA.**

(A) *Who may place items on agenda.* Any two members of Council or the Mayor may place any item on the agenda of any specific meeting for discussion and or action. The Mayor may also select certain agenda items to be considered by the Council as consent items. These items may be approved in part or in total by a majority vote of the Council. Any consent item may be removed from the consent agenda and considered separately with discussion and citizen comment by any single Council Member. Items removed from the consent agenda will automatically go to the end of agenda for discussion and decision unless the Mayor deems that its importance requires that it be placed in a different order on the agenda. No part of this

subchapter shall be interpreted in such a manner that allows any person to prevent, restrict or inhibit a member of Council or the Mayor from placing any item on the agenda. Any item submitted for the agenda by a Council Member or the Mayor must be preserved in its original form and may not be edited, censored or altered in any way without the express permission of the submitting party.

**(B) *Items to Submit to City Secretary.*** All reports, communications, ordinances, resolutions, contract documents, or other supporting documentation regarding the requested agenda item to be submitted to the Council shall be delivered to the City Secretary, if at all physically possible, at least 11 calendar days preceding each regular Council meeting whereupon the City Secretary shall prepare a list of the matters submitted for consideration. Committee or informative reports not requiring City Council action may be submitted by City Council members for inclusion on the agenda prior to the posting of the agenda. The Mayor shall determine the order and scheduling of matters to appear on the agenda for Council consideration at a regular meeting not later than 5:00 p.m. on the fifth calendar day before the regular meeting, with assistance, as needed, from the City Administrator.

**(C) *Submission prior to meeting.*** A party sponsoring or submitting a matter for Council consideration may agree to defer, either before or at the Council meeting, consideration of the matter in favor of any other matter. A copy of the agenda along with the appropriate supporting documentation shall be furnished to each Council Member and the Mayor prior to the Council meeting as far in advance of the meeting as time for preparation will permit. Each agenda will note the Council Member sponsor(s) of any matter for Council consideration, and will note the Council Member or Mayor who authorized inclusion of any matter presented or proposed by the City Administrator, or the City Attorney. Meetings and postings of meetings will be made in accordance with state law.

**(D) *Submission of matters for agenda.*** The Mayor and/or any two members of the Council may submit a matter for consideration or action by the Council. The City Attorney or the City Administrator may submit a matter for consideration or action by the Council by first obtaining the authorization/sponsorship of a two Council Members or the Mayor for inclusion of the matter on an agenda.

**(E) *Rescheduled meeting.*** In the event that a regular meeting is rescheduled to a day other than the third Tuesday, all deadlines for submission of matters to be included on the agenda shall be adjusted accordingly.

**(F) *Vote deferred.*** In the event that the Mayor or the two Council Members who sponsored a matter is not present at the Council meeting during which such matter is taken up, the matter may be discussed but any vote on the matter shall be deferred unless the sponsoring member has agreed that the matter should proceed to a vote in their absence or if the members present deem it a matter of exigent circumstances. An example of an exigent circumstance would be one in which the city, a citizen, property or staff are in peril and immediate action is required to avert injury, loss or damage.

**(G) *Submissions to be in paper form and electronic form.*** All submission of matters to the City for consideration by the Council shall be made in paper form and in electronic form if

practicable. Electronic submission may be made by compact disk or DVD format, or may be sent by electronic mail to the city's current electronic mail address listed on the city's internet website.

**§SECTION 24.04 PRESIDING OFFICER DUTIES.**

The presiding officer of the Council shall be the Mayor. In the absence of the Mayor, the Mayor Pro Tem shall become the Presiding Officer. The Mayor Pro Tem shall also serve all the functions of the Mayor pursuant to § [24.03](#) above in the Mayor's absence. The Presiding Officer shall preserve strict order and decorum at all meetings of the Council. He or she shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. He or she shall sign all ordinances and resolutions adopted by the Council during his or her presence. In the event of the absence of the Mayor, the Presiding Officer shall sign ordinances or resolutions as adopted.

**§SECTION 24.05 CALL TO ORDER; PRESIDING OFFICER.**

(A) The Presiding Officer shall take the chair at the hour appointed for the meeting, and shall call the Council to order.

(B) In the absence of a Presiding Officer, a temporary chairperson shall be elected by the Council Members present.

(C) Upon the arrival of a Presiding Officer, the temporary chairperson shall relinquish the chair upon the conclusion of the business item before Council.

**§SECTION 24.06 QUORUM.**

The Mayor and three council members shall constitute a quorum at any regular or special meeting of the Council. In the absence of the Mayor, four of the five council members constitute a quorum. In the absence of a quorum, the Presiding Officer may declare the meeting cancelled due to lack of quorum and reschedule or shall compel, at the instance of any two Council Members present, the attendance of the absent Council Member(s). At a called or special meeting or any meeting to consider taxes, two-thirds of Council constitutes a quorum.

**§SECTION 24.07 ORDER OF BUSINESS.**

(A) All meetings of the Council shall be open to the public. On the day of each scheduled meeting and upon determination that a quorum is present, the Council Members, the City Secretary, City Attorney (as needed), and Presiding Officer shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposition.

(B) The Mayor shall have the authority to indicate on the agenda that certain agenda items will be taken up by Council at a time certain.

(C) At the appointed time, any matter then under discussion shall be postponed and the agenda item designated for a time certain will be taken up by Council. For each agenda item, unless a different format is prescribed by law, the following protocol may be used:

- (1) Introduction of Item by the Presiding Officer;
- (2) Presentation by staff (or sponsoring Council Member);
- (3) Citizen Communication;
- (4) Council Deliberation and Possible Action.

(D) In the event that there is new information or a new direction considered during Council deliberation, citizens may request that additional citizen communication be permitted. The Presiding Officer may allow additional citizen communication to be followed again by additional Council deliberation. The Presiding Officer may request that the item be postponed to a future meeting to allow for a public hearing to be posted prior to further Council deliberation.

#### **§SECTION 24.08 READING OF MINUTES.**

Unless a reading of the minutes of a Council meeting is requested by a Council Member, the minutes may be approved without reading if the City Secretary has previously furnished each Council Member with a copy thereof. The following procedure may be followed with regard to preparation of minutes of Council meetings. The City Secretary may provide a draft of proposed minutes of a Council meeting to the Mayor and all Council Members, who may submit any proposed additions, deletions, or corrections directly to the City Secretary. The City Secretary shall prepare the minutes with all additions, deletions, and corrections proposed by the Mayor or any Council Member noted in redline or any other reasonable means for highlighting such changes, and present same to the Council at a public meeting.

#### **§SECTION 24.09 RULES OF DEBATE.**

(A) **Getting the floor.** Improper references are to be avoided. Every Council Member desiring to speak shall address the Presiding Officer, and upon recognition by the Presiding Officer shall confine himself or herself to the question under debate, avoiding all personalities and indecorous language. All Council Members have the right to be recognized, to make motions, and to speak.

(B) **Interruptions.** A Council Member, once recognized, shall not be interrupted when speaking unless it is to call to order, or as herein otherwise provided. If a Council Member, while speaking, be called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

(C) **Amending a motion.** A Council Member, upon being recognized to speak, may request that a motion on the floor for discussion be amended. Upon such a request, the Mayor shall ask the Council Members that made and seconded the original motion if they are willing to accept the amendment to the original motion. If both Members agree to accept the amendment, then the original maker of the motion will restate the original motion to include the amendment; the motion will be considered to be amended; and debate will continue on

the amended motion. If either Member does not accept the amendment, then debate continues on the original motion.

**(D) *Previous question.*** Any Council Member, upon being recognized to speak, may move to call the question on the motion on the floor. A motion to call the question requires a second. If there is a motion and a second on the motion to call the question, then debate ends and there is a vote to consider ending debate on the original motion. A majority vote of Members present is required to end debate on a motion. Either the maker or the sponsor will be recognized by the Mayor to make a closing comment for correction or clarification which will be two minutes or less if needed.

**(E) *Motion to reconsider.*** A motion to reconsider any action taken by the Council may be made only on the day the action was taken. It may be made either immediately during the same session or at a recessed or adjourned session thereof. The motion must be made by one of the prevailing side, but may be seconded by any Council Member, and may be made at any time and have precedence over all other motions or while a Council Member has the floor; it shall be debatable. Nothing herein shall be construed to prevent any Council Member from making or remaking the same or any other motion at a subsequent meeting of the Council.

**(F) *Remarks of Council Member when entered in minutes.*** A Council Member may request, through the Presiding Officer, the privilege of having a statement on any subject under consideration by the Council entered in the minutes.

**(G) *Format of meeting minutes.*** The City Secretary shall enter in the minutes a description of the agenda item; the names and addresses of any citizens speaking for or against the item; and any motions or votes taken by the Council, on any question coming before the Council.

#### **§SECTION 24.10 ADDRESSING THE COUNCIL.**

**(A) *Written communication.*** Interested parties or their authorized representative may address the Council by written communications regarding matters then under discussion.

**(B) *Oral communication.*** Any person desiring to address the Council shall first address the Presiding Officer to do so. Once that person has been recognized he or she may address the Council. Any person may address the Council by oral communication on any matter concerning the city's business, or any matter over which the Council has control; provided, however, that preference shall be given to those persons who may have notified the City Secretary in advance of their desire to speak in order that the same may appear on the agenda of the Council.

**(C) *Reading of protests, etc.*** Interested persons or their authorized representatives may address the Council by reading of protests, petitions, or communications relating to zoning, sewer, and street proceedings, hearings on protests, appeals and petitions, or similar matters, with regard to matters then under consideration.

**(D) *Manner of addressing council; time limit.*** Each person addressing the Council shall give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit his or her address to four minutes. All remarks shall be addressed to the Council as a body and not to any Council Member thereof. No person, other

than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a Council Member, without the permission of the Presiding Officer. No question shall be asked through a Council Member except through the Presiding Officer.

**§SECTION 24.11 SILENCE CONSTITUTES AFFIRMATIVE VOTE.**

Unless a Council Member states that he or she is not voting, his or her silence shall be recorded as an affirmative vote.

**§SECTION 24.12 DECORUM; ENFORCEMENT.**

**(A) Decorum.**

**(1) By Council Members.** While the Council is in session, the Council Members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any Council Member while speaking or refuse to obey the orders of the Council or its Presiding Officer, except as otherwise herein provided.

**(2) By person.** Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the Council shall be forthwith, by the Presiding Officer, barred from further audience before the Council, unless permission to continue is granted by a majority of the Council.

**(B) Enforcement.** A member of the City Administration may be the Sergeant-at-Arms of the Council meetings, as needed. He or she shall carry out all orders and instruction given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting.

**§SECTION 24.13 MEMBERS MAY FILE PROTEST AGAINST COUNCIL ACTION.**

Any Council Member shall have the right to have the reasons of his or her dissent from, or protest against any action of the Council entered on the minutes.

**§SECTION 24.14 ORDINANCES, RESOLUTIONS, MOTIONS AND CONTRACTS; OFFICIAL NEWSPAPER.**

**(A) Introduction of ordinance and amendments of ordinances.** All Council Members have the right to introduce new ordinances and amendments to existing ones.

**(B) Prior approval by city attorney.** All contract documents shall, before presentation to the Council, be approved as to form and legality by the City Attorney or his or her authorized representative. All the instruments shall have first been referred to the City Administrator under whose jurisdiction the administration of the subject matter of the contract document would be affected and then the same shall be returned to the Mayor with a written memorandum of the reasons why the approval is given or withheld. In the event the questioned instrument is not redrafted to meet an objection, or objection is not withdrawn and approval in writing given, then the Mayor shall so advise the Council and give the reasons advanced by the City Administrator for withholding approval. No contract affecting the city

may be changed after previously being approved by the City Attorney without getting his or her approval as to form and legality of the change.

**(C) *Introducing for passage or approval.***

(1) Ordinances, resolutions, and other matters or subjects requiring action by the Council must be introduced and sponsored as provided in § 24.03 above.

(2) No ordinance shall relate to more than one subject, which shall be clearly expressed in its title, and no ordinance, or section thereof, may be amended or repealed unless the new ordinance contains the number of the ordinance amended or repealed, and when practicable all ordinances shall be introduced as amendments to existing ordinances or sections thereof.

**§SECTION 24.15 REPORTS AND RESOLUTIONS TO BE FILED WITH SECRETARY.**

All reports and resolutions shall be filed with the City Secretary and entered in the minutes.

**§SECTION 24.16 ADJOURNMENT.**

A motion to adjourn shall always be in order and decided without debate. A majority vote of the Council is required to adjourn if there is unfinished business, and any unfinished business shall be placed on an agenda of the next meeting.

**§SECTION 24.17 EFFECTIVE DATE.**

This subchapter shall take effect immediately upon adoption by a majority vote of the City Council.

## ENGINEERING SERVICES AGREEMENT

This Agreement made and entered into this 5th day of September, 2013 by and between The VILLAGE OF VOLENTE, TEXAS referred to hereafter as the "Village", and TRE & Associates, LLC, a Texas limited liability corporation, hereinafter referred to as the "Engineer", is understood and agreed to be as follows:

### RECITAL OF FACTS

The Village, in connection with site plan review, construction activities and special projects within and about the Village located in Travis County, requires the services of licensed professional engineers. To meet this need it has elected to retain the above-named Engineer to perform certain professional services. It is the purpose and objective of this Agreement to establish the terms and conditions under which said services shall be rendered and paid.

The Engineer is under contract with the Village and will receive assignments and directives from the City Administrator. The Village's staff will provide direction to the Engineer to transmit information and define Village policies relevant to the Village projects except where by law it is a decision requiring approval of the City Council.

### CONTRACTUAL UNDERTAKINGS

#### SECTION I

#### CHARACTER AND EXTENT OF SERVICES

With reference to general Village engineering services and special engineering assignments for the Village, the Engineer shall perform the following services:

##### A. GENERAL REPRESENTATION ENGINEERING SERVICES

1. The Engineer will provide ongoing general representation engineering services to the Village. These services will include the following:
  - a. Prepare, submit and coordinate agenda items which would appear on the City Council, and Planning and Zoning meeting agenda with the Village's attorney and secretary, including the preparation and submittal of support material for agenda items relating to engineering matters;
  - b. Review final agenda material prior to the meeting in order to be adequately prepared to address activities in relation to the engineering matters of the Village, be sure that previous directives have been addressed, be aware in a general nature as to the overall activity level within the Village, and attempt to be fully prepared to respond to new

issues that may be brought to the Village's attention at the monthly Council meetings;

2. Attend the Village's City Council, Planning and Zoning meeting to address agenda items placed on the agenda by the Engineer, consult with the Council on all engineering and operational related items and work with the Village's other consultants at the Council meeting in formulating responses;
  - a. Follow-up after the regularly scheduled Council meeting on all directives issued to the Engineer at the monthly meeting;
  - b. Consult between Council meetings with all Village consultants, including its administrator, secretary, operator, attorney, and financial advisor, as well as any developer representative on engineering and operational related matters; and
  - c. Between the regularly scheduled Council meetings, be available to meet with any or all of the members of the Village's Planning and Zoning, and City Council on engineering and operational related matters for the Village.

#### **B. SPECIAL PROJECTS**

1. The Village may from time to time require the Engineer to complete assignments requiring services outside of these set forth in the General Representation Engineering Services. These may include, but not be limited to the following:
  - a. Coordinate land surveys, establishment of boundaries and monuments, property or easement descriptions, tree surveys, topographical surveys, and "record drawing" surveys.
  - b. Prepare and submit for approval of all special reports and maps including floodplain and drainage studies, feasibility reports, preliminary engineering reports, creation reports, bond issue reports, periodic status reports (as required by the Texas Commission on Environmental Quality), floodplain and drainage studies, preliminary utility layouts, drainage layouts, slope maps, erosion/sedimentation control maps, etc. These special reports and maps will be prepared in accordance with guidelines as established by the appropriate governmental entity requiring such special reports. The Engineer will submit all special reports and maps to the Village for review prior to submittal. The Engineer will provide support material as needed to

assist in obtaining approval of all special reports or maps from the appropriate governmental entity.

- c. Appear before regulatory agencies including the Lower Colorado River Authority, Texas Commission on Environmental Quality, PEC, and Travis County, as may be required from time to time regarding Village engineering matters.
- d. Assist the Village in coordination and contracting for engineering services outside the area of expertise of the Engineer. These would include, but not be limited to, geotechnical, material testing, surveying and electrical design.
- e. Assist the Village as an expert witness in any litigation with third parties including court appearances, depositions, condemnation hearings, etc., regardless of liability.

## SECTION II

### AUTHORIZATION OF SERVICES

No special project services shall be undertaken by the Engineer under this Agreement until authorization has been received from the Village, in which the following elements are specified:

- A. The description of the particular assignment;
- B. The scope of services to be performed;
- C. The basis of payment and estimated budget for services to be performed; and
- D. The estimated time for completion by the Engineer for the performance of the services.

## SECTION III

### THE ENGINEER'S COMPENSATION

For consideration of the services to be rendered by the Engineer, the Village shall pay, and the Engineer shall receive the compensation hereinafter set forth. Representation to the Village by the Engineer for services described in Section IA, General Representation Engineering Services, the Engineer will be reimbursed on an hourly basis in accordance with Attachment 1 – Standard Fee Schedule. Section IB Special Project, the scope of services will be presented to the Village as set forth in Section II, Authorization of Services. The Engineer understands that Council may from time to time modify the basis for compensation as set forth above.

Payment to the Engineer of the amount submitted in any partial or final statement is due in thirty (30) days. The right is expressly reserved to the Engineer in event payments are not promptly made as provided herein, at any time thereafter to treat the Agreement as terminated by the Village and recover compensation as provided by Section VII of this Agreement.

If any items are disputed for any reason, including the lack of documentation, Village shall temporarily delete the disputed item and pay the remaining amount of the invoice. After resolution of dispute, Engineer shall include the disputed item on a special invoice or include on subsequent regularly scheduled invoice.

Records of Engineer's direct labor costs and reimbursable expenses pertinent to the Engineer's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Expenses submitted for reimbursement will be itemized and presented with a description and quantity of the expense item.

#### SECTION IV

#### OWNERSHIP OF DOCUMENTS

All original documents, plan designs, survey notes, and project files for completed or partially completed projects for which Engineer has been fully compensated shall be the property of the Village. The Engineer shall maintain ownership of the original reports, studies, exhibits, drawings, and electronic files of same for all projects prepared under the Engineer's supervision. One reproducible copy of all of these drawings shall be made for the Village at no expense to the Village. However, it is acknowledged and agreed that the plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of professional service intended for one-time use on this project only. In consideration thereof, the Village agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising out of the modification, or misuse of the plans and specifications in the completion of this project by others, or arising out of any reuse of the plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs, including but not limited to costs of defense, arising out of the modification, or misuse of the plans and specifications in the completion of this project by others, or arising out of any reuse of the plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs caused by the sole negligence of the Engineer.

## SECTION V

### PERIOD OF SERVICE

This Agreement shall be effective upon execution by the Village and the Engineer, and shall remain in force until terminated under the provisions hereinafter provided in Section VII. This Agreement or any section of it may be renegotiated at the request of either the Village or the Engineer on an annual basis.

## SECTION VI

### LIABILITY, DISPUTES AND INSURANCE

Any dispute between Engineer and Village under the provisions of this Agreement, save and except for those based on personal injury or worker's compensation, which are not resolved by the Village and Engineer within a reasonable time shall be determined by binding arbitration under the provisions and procedures of the Texas General Arbitration Act. All arbitration proceedings shall be held in Travis County, Texas and the arbitration award may be confirmed by any Court of competent jurisdiction upon application of either Engineer or Village. All applicable statutes of limitations which would otherwise be applicable shall apply to any arbitration proceedings, and no arbitration provisions, or the exercise of any rights thereunder, shall limit the right of either Engineer or Village to exercise self-help remedies such as set-off or to ancillary remedies such as injunctive relief or the appointment of a receiver from a Court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, ancillary remedy or exercise of self-help remedies shall not constitute a waiver or the right of either Engineer or Village to submit any controversy or claim except as above first provided arbitration.

Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The minimum insurance requirements of the Village are denoted in Attachment 2. Engineer shall also maintain professional liability insurance in an amount of not less than \$500,000 per occurrence, \$1,000,000 annual aggregate. Engineer shall provide Village within ten (10) days from the date of execution hereof a certificate(s) of insurance verifying that the coverages required hereby are in force. The Village shall be entitled to (a) notice of the termination of any insurance coverage, and (b) notice of intent to the insurer to not renew coverage.

## SECTION VII

### TERMINATION

Either party to this Agreement may terminate the Agreement by giving to the other party thirty (30) days notice in writing. Upon delivery of such notice by the Village to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail the services performed under this Agreement to the date of termination. The Village shall then pay the Engineer promptly that proportion of the prescribed charges, which services actually were performed under this Agreement, less such payments on account of the charges as have been previously made. All completed or partially completed designs, plans, specifications, survey notes, and project files prepared under this Agreement, shall be made available to the Village when and if this Agreement is terminated and all charges by Engineer paid in full by Village, but subject to the restrictions as to their use, as set forth in Section IV.

## SECTION VIII

### ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

TRE & Associates, LLC  
5524 Bee Cave Road, Suite E-2  
Austin, TX 78746

All notices and communications under this Agreement to be mailed or delivered to the Village shall be to the following address:

THE VILLAGE OF VOLENTE  
15403 Yenawine Way  
Austin, TX 78641

## SECTION IX

### SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The captions do not control the meaning of any Section or in any way determine its interpretation or application.

SECTION X

SUCCESSORS AND ASSIGNMENTS

The Village and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Village nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any public body which may be party hereto.

SECTION XI

SURVEYING REGULATIONS

The Texas State Board of Land Surveying, 7703 North Lamar, Suite 304, Austin, Texas 78752 (512) 452-9427, has jurisdiction over all licensed surveyors employed by the Engineer and complaints about surveying services provided under this Agreement may be forwarded to the Board.

EXECUTED in two counterparts (each of which is an original) on behalf of the Engineer by its Officer as shown below, and on behalf of the Village by its Representative (thereunto duly authorized) this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

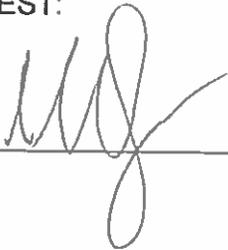
\_\_\_\_\_

VILLAGE OF VOLENTE

BY: \_\_\_\_\_

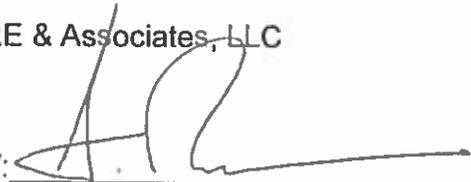
ATTEST:

\_\_\_\_\_



TRE & Associates, LLC

BY: \_\_\_\_\_



## STANDARD FEE SCHEDULE

### Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. The approximate ranges of hourly "Salary Cost" by personnel classification are as follow:

Manager	\$ 65.00 to 95.00
Project Staff	35.00 to 65.00
Design Tech	27.00 to 60.00
Field Representative	30.00 to 50.00
Clerical Support	19.00 to 45.00

The normal multiplier for overhead expenses and fees is 2.4 time "Salary Cost".

Expert Representation – Services as an expert witness will be provided at 2 times the hourly rate as set forth above.

### Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on vehicles is computed at the rate approved by the IRS for allowable mileage expense deduction for federal tax income purposes.

### Reimbursable Expenses/Purchased Services:

All reimbursable expenses and purchased services are invoiced at actual cost plus 10% handling. These include, but are not limited to, costs of reproduction, long distance telephone, facsimile transmissions, subcontract services, rented or leased equipment, and expendable supplies. Reimbursable Expenses are not included in project fees proposed unless specifically stated otherwise.

### Terms:

Invoices are submitted monthly for all services rendered during the previous month are payable "net 30 days". Invoices over 30 days past due will accrue interest at 1.5% per month.

### Fee Schedule Adjustment:

Due to the changing cost of doing business the personnel cost listed above will be adjusted as of the billing period starting May 1<sup>st</sup> of each year.

## Construction Report

Subm Date	Address	Owner name	Builder	Status	Variance	red tag/com	CO
02/08/2011	Village Pizzeria	Estes		No further activity			Commercial
	* no new information available regarding this property						
01/31/2012	15743 Booth Circle	Osorio	Osorio	Permitted / Variance granted	yes		SFR
	House progressing, passing inspections.						
02/13/2012	16209 Dodd St.	Nitz	Nitz	Applied /need accurate plan	yes		Commercial Drive
03/13/2013	16319 Jackson Street	Blauvelt	D. Weekly	Permitted	no		SFR
	Permitted and active as of 4-22-2013						
04/18/2013	16515 Jackson	Attwood	Attwood	Permitted 5-21-13	yes		SNF
	Attwood home in construction and passing inspections.						
08/13/2013	15947/15951 Booth	Jones		Applied/Pending/Stopped	no		Subdivision
	Process began to subdivide lots						
	Process not progressing at owner's request.						
09/12/2013	16407 Jackson	Jones	Don Thomas, Jr	Permitted	no		Deck
	Remodel of deck area						
09/24/2013	8136 Lime Creek Rd	Marzan	Tom Gleinser	Started, not complete	no		SNF
10/02/2013	7307 Blue Herring	Hughes	David Broyles	Started, not complete	yes	STOP Work	Pool, Deck
	culvert work						

## PLAN REVIEW and INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Village of Volente, Texas, hereinafter referred to as the "City" and Eileen Merritt, Inc. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as "Inspector," is understood and agreed to be as set forth herein:

1. **Description of Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the City, requires the services of a building inspector.
  - a. ATS Inspectors and plan review staff shall be retained by the City under the designation of "Building Official" and/or "Building Inspector" and shall be subject to limitations and description of duties and powers as described within the code adopted by the City.
  - b. Inspector agrees to make all inspections required or requested by the City under appropriate ordinances of the City. See Attachment "A" "Inspection Scheduling Procedures".
  - c. Upon City request, Inspector will make written reports noting ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the City office via mail, in person, facsimile, or other electronic means within two (2) business days.
  - d. Inspector may from time to time be called upon to perform the following services:
    - i. Attend meeting of the City Council, when requested by the Mayor, Council Member or other City Official; and/or
    - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
  - e. Request for the inspection may be made by telephone, fax or email. Upon notification, Inspector will honor the request within one (1) business day.
  - f. Request for plan review services may be made by telephone, fax or email. Upon notification, construction document submittals will be picked up or arrangements will be made to have plans mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.
  - g. Inspector shall conduct him/herself as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the City, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
  - h. The City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
  - i. Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.

2. **Payment for Services.** The City will employ the Inspector for the following fee structure:

- a. **Residential inspections:** new construction or additions –
- |   |   |
|---|---|
| Temporary electrical service  | \$50. <sup>00</sup>   |
| Plumbing rough-in/ foundation layout  | \$50. <sup>00</sup>   |
| Water/ sewer yard-lines   | \$50. <sup>00</sup>   |
| Copper rough-in   | \$50. <sup>00</sup>   |
| Combination inspections (frame & MEP rough-in)  | \$50. <sup>00</sup>   |
| Re-frame and Insulation inspections   | \$50. <sup>00</sup>   |
| Wallboard inspections   | \$50. <sup>00</sup>   |
| Final inspections (combination)/ Certificate of Occupancy                                 | \$50. <sup>00</sup>   |
| Gas test/Electrical service inspection  | \$50. <sup>00</sup>   |
| Additional inspections to include but is not limited to driveway, fence, pool, demolition | \$50. <sup>00</sup>   |
| Re-inspections for Residential and Special Inspections                                    | \$50. <sup>00</sup>   |
| Remodeling/alterations to existing structure  | \$50. <sup>00</sup> per inspection<br>\$50. <sup>00</sup> per re-inspection |
- b. **Commercial inspection:** inspection types as described in “a” above.
- |  |   |
|--|---|
| New construction or additions                | \$65.00 per inspection<br>\$65.00 per re-inspection |
| Remodeling/alterations to existing structure | \$65.00 per inspection<br>\$65.00 per re-inspection |
- c. **Multi-family:** by proposal
- d. **Plan Reviews:**
- |   |                     |
|---|---------------------|
| Residential: new construction or additions  | \$65.00 per project |
| Commercial: new construction or additions   | \$65.00 per hour    |
| Multi-family: new construction or additions | \$65.00 per hour    |
- If requested, an estimate for number of hours shall be forwarded to City and confirmation of fee given by City prior to plan review
- e. **Consulting Fees:** \$75/hr to include meetings, special projects and requests.
- f. **Texas Accessibility Standards inspections:** fees based on current state fees.
- g. **Code enforcement** – nuisance abatement, abandoned/ unsafe housing inspections and reports billed on an hourly rate of \$65.00 per hour.

Inspector shall invoice the City bi-weekly for each inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

3. **Termination.** Either party may terminate this Agreement by a thirty-day written notice.
4. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.

5. **Employees.** Inspector's employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, Inspector shall provide adequate evidence that such persons are Inspector's employees.
6. **Injuries/Insurance.** Inspector acknowledges Inspector's obligation to obtain appropriate insurance coverage for the benefit of Inspector's employees, if any. Inspector waives the rights to recovery from the City for any injuries that Inspector and/or Inspector's employees may sustain while performing services under this Agreement. Inspector to provide a copy of insurance coverage to the City at least 10 days prior to end of any existing coverage period. Inspector shall provide written proof of insurance to the City prior to performance under this Agreement.
7. **Indemnification.** Inspector agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the City that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents.
8. **Assignment.** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
9. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:  
Village of Volente

If for Inspector:  
ATS Engineers, Inspectors & Surveyors  
912 S Capital of Texas Hwy, Suite 450  
Austin, Texas 78746  
Tel: (512) 328-6995  
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
11. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. **Applicable Law.** The laws of the State of Texas shall govern this Agreement.

15. **Venue:** Travis County shall be the venue for any disputes that arise between the City and Inspector under the terms of this Agreement.

Party Contract Services:

Village of Volente

By: \_\_\_\_\_

Title: \_\_\_\_\_

Inspector Service Provider  
Eileen Merritt, Inc. ATS Engineers, Inspectors & Surveyors

By: \_\_\_\_\_

Richard M. Roberts P.E.

Title: Principal \_\_\_\_\_

Attachment "A"  
**BUILDING INSPECTION SCHEDULING PROCEDURES**

Village of Volente inspections are conducted by ATS Engineers, Inspectors & Surveyors. Inspections can be called in or received via facsimile or email to ATS prior to 5:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is [inspections@ats-engineers.com](mailto:inspections@ats-engineers.com). If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or fax inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection needed. Passed inspections allow construction to proceed to the next ordinance(s). Failed inspections shall be remedied and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections.

**FIRST INSPECTION: Temporary Construction Power**

- ❑ Meter base and panel set per code with regard to under-ground or over-head electrical connection.
- ❑ Ground-fault circuit protection on all 120-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

**SECOND INSPECTION: Plumbing Rough-In and Layout Inspection**

- ❑ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ❑ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ❑ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ❑ All drain and waste piping installed with slope required for pipe size.
- ❑ Finished floor elevation allowing proper drainage around structure.
- ❑ Portable toilet facility and trash receptacle on site.

**THIRD INSPECTION: Sewer/Water Yard Line Inspection**

- ❑ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ❑ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any back-water prevention valve(s) installed on building sewer piping.
- ❑ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ❑ Clean out(s) installed and tap connection complete at main.

**FOURTH INSPECTION: In-Slab Water Distribution Piping (Plumbing Copper)**

- A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- All rough-in plumbing, in-slab electrical or other conduit in place.
- All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- Copper water lines shall be sleeved and protected from dissimilar metals.
- In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- "UFER" ground wire bonded to reinforcing steel.

**FIFTH INSPECTION:**

- Frame Inspection
  - To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
  - Construction plans, documents, and engineered product specifications are on-site.
- Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all other concealed components are complete, and prior to the installation of batt insulation and/or sheetrock.

**SIXTH INSPECTION: Re-Frame & Insulation Inspection**

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batted insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the 2009 International Energy Conservation Code are enforced.

**SEVENTH INSPECTION: Wallboard**

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

**EIGHTH INSPECTION: Gas Test and/ or Electrical Service Inspection**

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is conducted on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street.

**NINTH INSPECTION:**

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

**ADDITIONAL INSPECTIONS:**

- Driveway – prior to concrete placement. For approach onto State ROW, TX DOT permit is required.
- Fence – must be in compliance with City fence ordinance.
- Pool – electrical, plumbing and energy conservation in compliance with adopted codes and ordinances.
- Demolition – proof of asbestos abatement. All debris removed from site.

**NOTE:** *The above stages are minimum requirements and are not intended to limit the appropriate use of materials, appliances, equipment or methods of design or construction. The adopted ordinances of the municipality shall apply to all construction within the subdivision boundaries.*

Village of Volente  
**Profit & Loss Budget Performance**

Budget FY 2012.2013 Actual vs. Budget **October 2012 through September 2013**

	<u>Oct '12 - Sep 13</u>	<u>Budget</u>
<b>General Revenue</b>		
<b>Revenue</b>		
1220 · Cap Metro	90,466.82	29,000.00
4010 · Real Property Tax - Current Yr	181,674.21	192,692.00
4020 · Penalties & Interest	87.47	
4025 · Grants	0.00	44,067.00
4030 · Mixed Beverage Sales Tax	2,795.37	3,500.00
4040 · Franchisee Fees for RCC	30,189.40	35,000.00
4050 · Sales & Use Taxes	60,205.51	40,000.00
4060 · Municipal Court Fees	0.00	100.00
4400 · Building Review Fees.	4,715.00	10,000.00
4401 · Subdivision Review Fee	0.00	10,000.00
4402 · Sign Permit Fees	740.00	1,000.00
4403 · Admin fees	0.00	0.00
4405 · Variance Fee	1,250.00	2,500.00
4700 · Interest Earned /Savs/MMA	1,626.64	2,000.00
4930 · Parkland Fee Account	0.00	5,000.00
4931 · Trasfer P Transfer Parkland Res	0.00	50,000.00
4933 · Restr Fund Parkland Donation	0.00	100.00
4998 · Farmers Market	0.00	1,000.00
4999 · Uncategorized Income	2.96	100.00
<b>Total Revenue</b>	<u>373,753.38</u>	<u>426,059.00</u>
<b>Gross Profit</b>	373,753.38	426,059.00
<b>Expense</b>		
10000 · Bank service charges	0.00	100.00
5024 · TML Retirement	4,555.20	2,100.00
5026 · Employment Taxes	46.41	
5028 · Emp Benefits Ins	4,401.08	6,000.00
5100 · Attorney	28,629.93	40,000.00
5113 · Development Inspection Serv Rel	1,854.00	10,000.00
5114 · Development Plan Review Reimb	6,672.80	10,000.00
5115 · Professional Services Non Reimb	8,941.88	20,000.00
5120 · Special Engineering Consultant	15,001.50	15,000.00
5122 · Code Enforcement Labor	11,218.48	15,000.00
5123 · Contract Labor		
5121 · Contract Police Services	20,980.00	15,000.00
5123 · Contract Labor - Other	0.00	1,000.00
<b>Total 5123 · Contract Labor</b>	<u>20,980.00</u>	<u>16,000.00</u>
5124 · Miscellaneous/Reimbursement	0.00	1,000.00
5125 · Audit	5,700.00	5,700.00
5126 · Grant Writer	0.00	100.00

Village of Volente  
**Profit & Loss Budget Performance**

October 2012 through September 2013

Budget FY 2012.2013 Actual vs. Budget

	<u>Oct '12 - Sep 13</u>	<u>Budget</u>
5127 · Tax Collection - Travis Co	1,238.11	1,500.00
5128 · Advertising/Public Notices	245.13	1,000.00
5130 · Special Consultant/Legislative	0.00	15,000.00
5136 · Noise Consultant	0.00	0.00
5210 · Election Expense	100.00	1,000.00
5211 · Events		
5201 · Farmers Market	0.00	2,500.00
5202 · Village Cleanup, other	2,673.03	7,000.00
<b>Total 5211 · Events</b>	<b>2,673.03</b>	<b>9,500.00</b>
5212 · Office Supplies - General	4,222.66	1,500.00
5213 · Office Supplies printing	1,482.58	3,000.00
5214 · Office Supplies - Postage	481.63	1,000.00
5215 · I.T. Software	727.53	1,500.00
5216 · Equipment Rental	3,316.01	3,500.00
5217 · Office Equipment & Furniture	1,416.44	1,000.00
5218 · Website Maintenance	7,739.26	4,000.00
5219 · Books & Publications	0.00	250.00
5220 · Dues, Fees, & Subscriptions	2,017.14	1,300.00
5221 · Firehall Rental	2,321.31	2,000.00
5222 · Utilities - Electric	1,327.70	1,500.00
5223 · Telephone Internet		
5226 · Cellular Phone Reimbursement	495.72	
5229 · Governmental Email Provider	475.51	
5230 · Domain Sites	250.00	
5223 · Telephone Internet - Other	4,209.88	1,500.00
<b>Total 5223 · Telephone Internet</b>	<b>5,431.11</b>	<b>1,500.00</b>
5227 · Industrial Relations	738.11	
5228 · Mileage Reimbursement	1,568.13	
5240 · Insurance, Liab/workers comp	2,482.83	2,550.00
5250 · Municipal Court Expenditures	27.95	2,500.00
5260 · ROW Herbicide	1,482.72	2,000.00
5261 · Mowing	0.00	2,500.00
5262 · Roads & ROW Emergency Repairs	1,000.00	15,000.00
5263 · Street Signs (New & Repairs)	469.58	2,500.00
5264 · Tree Trimming	24,950.00	25,000.00
5265 · Cap Metro Road Project	0.00	29,000.00
5267 · Transfer to Parkland	0.00	5,000.00
5268 · Roads & Rightaway	112,738.75	50,000.00
5269 · Parkland Inf Development	0.00	50,000.00
5270 · Repairs & Maint	1,272.00	
5281 · Training & Ed - St	6,047.87	1,500.00
5282 · Training & Ed - Council	0.00	2,000.00

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10/10/13  
Accrual Basis

Village of Volente  
**Profit & Loss Budget Performance**

Budget FY 2012.2013 Actual vs. Budget  
October 2012 through September 2013

	<u>Oct '12 - Sep 13</u>	<u>Budget</u>	
66000 - Payroll Expenses	69,392.60	46,000.00	
<b>Total Expense</b>	<u>364,911.46</u>	<u>426,600.00</u>	
<b>Net Ordinary Revenue</b>	<u>8,841.92</u>	<u>-541.00</u>	
<b>Net Revenue</b>	<u>8,841.92</u>	<u>-541.00</u>	



Village of Volente  
**Profit & Loss Budget Performance**

Budget FY 2012.2013 Actual vs. Budget      October 2012 through September 2013

- 5127 · Tax Collection - Travis Co
- 5128 · Advertising/Public Notices
- 5130 · Special Consultant/Legislative
- 5136 · Noise Consultant
- 5210 · Election Expense
- 5211 · Events

- 5201 · Farmers Market
- 5202 · Village Cleanup, other

Total 5211 · Events

- 5212 · Office Supplies - General
- 5213 · Office Supplies printing
- 5214 · Office Supplies - Postage
- 5215 · I.T. Software
- 5216 · Equipment Rental
- 5217 · Office Equipment & Furniture
- 5218 · Website Maintenance
- 5219 · Books & Publications
- 5220 · Dues, Fees, & Subscriptions
- 5221 · Firehall Rental
- 5222 · Utilities - Electric
- 5223 · Telephone Internet
- 5226 · Cellular Phone Reimbursement
- 5229 · Governmental Email Provider
- 5230 · Domain Sites
- 5223 · Telephone Internet - Other

Total 5223 · Telephone Internet

- 5227 · Industrial Relations
- 5228 · Mileage Reimbursement
- 5240 · Insurance, Liab/workers comp
- 5250 · Municipal Court Expenditures
- 5260 · ROW Herbicide
- 5261 · Mowing
- 5262 · Roads & ROW Emergency Repairs
- 5263 · Street Signs (New & Repairs)
- 5264 · Tree Trimming
- 5265 · Cap Metro Road Project
- 5267 · Transfer to Parkland
- 5268 · Roads & Rightaway
- 5269 · Parkland Inf Development
- 5270 · Repairs & Maint
- 5281 · Training & Ed - St
- 5282 · Training & Ed - Council

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10/10/13  
Accrual Basis

Village of Volente  
**Profit & Loss Budget Performance**

Budget FY 2012.2013 Actual vs. Budget      October 2012 through September 2013

	<hr/>	<hr/>
66000 · Payroll Expenses	<hr/>	<hr/>
Total Expense	<hr/>	<hr/>
Net Ordinary Revenue	<hr/>	<hr/>
Net Revenue	<hr/>	<hr/>

**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220  
Leander, TX 78646

(512) 259-3882  
Fax 259-8016

Texas Registered Engineering Firm F-4780

October 8, 2013

Hon. Frederick Graber, Mayor  
Village of Volente  
Volente, Texas

Re: Engineering Services Proposal  
Village of Volente, Texas

Dear Mayor Graber:

We hereby forward this Proposal to provide Professional Engineering Services to the Village of Volente, Texas for your Fiscal Year 2013-2014. We would be more than happy to continue to serve as your City Engineer.

Enclosed is a Professional Services Agreement (PSA) for your consideration. It is a one page master agreement, accompanied by our current Standard Rate Schedule (Exhibit A). We can serve you on a time and expense basis for miscellaneous assignments or reviews, plus it allows addition of specific projects by addenda. An example Addenda form is enclosed (Exhibit B).

Should the Village Council vote to enter into the proposed agreement, please execute both originals and return one to this office. If you should have any questions in this regard, please call me at (512) 626-0775. Thank you for the opportunity to be of service.

Sincerely,



Frederick A. Jay, P.E., R.P.L.S.  
President

FAJ/s

Enclosures

## PROFESSIONAL SERVICES AGREEMENT

The Village of Volente, Texas as CLIENT, engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignments described as follows:

### MISCELLANEOUS ENGINEERING AND CONSULTATIONS, PLUS WORK AS AUTHORIZED BY ADDENDUM

- I. **SERVICES:** ENGINEER agrees to perform services for CLIENT in accordance with CLIENT'S instructions and in conformance with the description, definition, terms and conditions provided herein as necessary for authorized assignments.
- II. **COMPENSATION:** ENGINEER'S compensation will be on an hourly-charge basis for professional services plus Reimbursable Expenses (defined below):
- A. **HOURLY CHARGE:** Hourly charges are to be based on the attached Exhibit A - Standard Rate Schedule, dated January 1, 2012. ENGINEER'S Standard Rate Schedule may be amended with minimum 30 days advance notice.
- B. **REIMBURSABLE EXPENSES:** Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
1. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
  2. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
  3. All others: actual cost to ENGINEER plus 15% service charge.
  4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.
- III. **PAYMENTS:** ENGINEER will invoice CLIENT no more often than monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.0% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of ENGINEER. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. **INSURANCE:** ENGINEER agrees to maintain worker's compensation insurance to cover all of 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 from accidents arising in the course of services performed under this Agreement.
- VI. **LIABILITY LIMITATION:** ENGINEER shall have no liability to CLIENT or to others as a consequence of express or implied approval of any construction activities, for any defective construction (whether or not observed or approved by ENGINEER), for any excess of construction costs over an amount estimated, or for any other reason beyond warranty of the use of reasonable skill in the preparation of particular drawings and designation of particular materials for any assignment covered by this Agreement. In no event shall ENGINEER'S professional liability exceed the amount of total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VII. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause or at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any Engineering Services performed to date of termination (including all Reimbursable Expenses Incurred).
- VIII. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- IX. **SPECIAL PROVISIONS:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
- Addenda for professional services work scope and fee authorization, as needed by CLIENT, may be added to this Agreement. See Exhibit B, attached.
- X. **INVALIDATION:** If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- XI. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

VILLAGE OF VOLENTE, TEXAS

JAY ENGINEERING COMPANY, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: October 15, 2013

**PROFESSIONAL SERVICES AGREEMENT**

The Village of Volente, Texas as CLIENT, engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignments described as follows:

**MISCELLANEOUS ENGINEERING AND CONSULTATIONS, PLUS WORK AS AUTHORIZED BY ADDENDUM**

I. SERVICES: ENGINEER agrees to perform services for CLIENT in accordance with CLIENT'S instructions and in conformance with the description, definition, terms and conditions provided herein as necessary for authorized assignments.

II. COMPENSATION: ENGINEER'S compensation will be on an hourly-charge basis for professional services plus Reimbursable Expenses (defined below):

A. HOURLY CHARGE: Hourly charges are to be based on the attached Exhibit A - Standard Rate Schedule, dated January 1, 2012. ENGINEER'S Standard Rate Schedule may be amended with minimum 30 days advance notice.

B. REIMBURSABLE EXPENSES: Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

- 1. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
- 2. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
- 3. All others: actual cost to ENGINEER plus 15% service charge.
- 4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

III. PAYMENTS: ENGINEER will invoice CLIENT no more often than monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.0% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of ENGINEER. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of 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 from accidents arising in the course of services performed under this Agreement.

VI. LIABILITY LIMITATION: ENGINEER shall have no liability to CLIENT or to others as a consequence of express or implied approval of any construction activities, for any defective construction (whether or not observed or approved by ENGINEER), for any excess of construction costs over an amount estimated, or for any other reason beyond warranty of the use of reasonable skill in the preparation of particular drawings and designation of particular materials for any assignment covered by this Agreement. In no event shall ENGINEER'S professional liability exceed the amount of total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause or at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any Engineering Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

Addenda for professional services work scope and fee authorization, as needed by CLIENT, may be added to this Agreement. See Exhibit B, attached.

X. INVALIDATION: If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

VILLAGE OF VOLENTE, TEXAS

JAY ENGINEERING COMPANY, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: October 15, 2013

EXHIBIT A

STANDARD RATE SCHEDULE

JAY ENGINEERING COMPANY, INC.

EFFECTIVE JANUARY 1, 2012

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>	<u>RATE</u>
Principal Engineer	Priority Consulting, Advisory, Regulatory Agency Representation	\$135.00 per Hour
Senior Engineer	Project Management, Design, and Supervision/Coordination	\$110.00 per Hour
Engineer/ Sr. Designer	Detailed Designs, Cost Estimates	\$85.00 per Hour
Engineering Tech./Designer	Engineering/Surveying/CAD Work	\$70.00 per Hour
Drafting Technician	Mapping, Design Drawings, Production	\$60.00 per Hour
Secretary/Clerical	Document Processing, Production	\$47.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates
Surveying Services:		
	Registered Surveyor	\$125.00 per Hour
	2-Man Survey Party	\$150.00 per Hour
	3-Man Survey Party	\$175.00 per Hour
	Subcontract Services	Cost plus 10%
Unclassified Labor		2.5 X Salary Cost
Other Services		As agreed prior to work performance
<u>Expenses</u>		
Travel Mileage - Passenger Vehicles		\$0.58 per Mile
Small Format and Laser Copy Reproduction		\$0.10 per Copy
Large Format Printing and Plotting Reproduction		Commercial Rates
Subsistence for Overnight Stays		\$140.00 per Day
Other Direct Expenses and Materials		Cost plus 15%



**EXHIBIT B**

**ADDENDUM NO. \_\_**

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT**

An addendum to the Professional Services Agreement between the Village of Volente, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October \_\_, 2013.

Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: \_\_\_\_\_

**SCOPE OF SERVICES:**

- See attached.
- Scope as defined in the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPENSATION:**

- Lump Sum Fee of \$ \_\_\_\_\_
- \_\_\_\_ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

**VILLAGE OF VOLENTE, TEXAS**

**JAY ENGINEERING COMPANY, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Project No.

# SCANLAN, BUCKLE & YOUNG, P.C.

ATTORNEYS AT LAW

W. THOMAS BUCKLE  
DOUG YOUNG  
DAVID SANDER  
WILLIE SCHMERLER\*

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Retired:  
JOHN McALLEN SCANLAN  
Of counsel:  
ELLIOTT NAISEFFAT

October 1, 2013

The Honorable Frederick Graber  
Mayor, Village of Volente  
15403 Hill Street  
Volente, Texas 78641

Re: Contract for Legal Services for the Village of Volente, Texas for the 2013-2014 fiscal year.

Dear Mayor Graber:

This letter is the contract between the Village Council and Scanlan, Buckle & Young, P.C. for the provision of legal services to the Village of Volente during fiscal year 2013-2014 and the fees to be charged for those services.

Pursuant to this Contract, our fees for legal services rendered to the Village of Volente are as follows:

Retainer Fee: None.

Legal Fees for Attorneys, Law Clerks and Legal Assistants for all Non-Litigation Matters and Litigation before the Municipal Court in Non-Traffic Related Matters:

Senior Attorneys (licensed more than five years).....\$160.00 per hour

Associate Attorneys (licensed less than two years)..... 125.00 per hour

Law Clerks and Legal Assistants (substantive work)..... 60.00 per hour

Law Clerks and Legal Assistants (clerical work)..... 35.00 per hour

Hourly Legal Fee Rates for Attorneys, Law Clerks and Legal Assistants in Litigation Matters in the County and District Courts involving amounts in controversy of less than \$100,000.00 or which do not involve equitable relief:

Senior Attorney (licensed more than five years).....	\$185.00 per hour
Associate Attorneys (licensed less than two years).....	160.00 per hour
Law Clerks and Legal Assistants (substantive work).....	85.00 per hour
Law Clerks and Legal Assistants (clerical work).....	35.00 per hour

Hourly Legal Fee Rates for Attorneys, Law Clerks and Legal Assistants in Litigation Matters in the County and District Courts involving amounts in controversy in excess of \$100,000.00 or which involve equitable relief:

Senior Attorney (licensed more than five years).....	\$200.00 per hour
Associate Attorneys (licensed less than two years).....	175.00 per hour
Law Clerks and Legal Assistants (substantive work).....	85.00 per hour
Law Clerks and Legal Assistants (clerical work).....	40.00 per hour

**If at any time you or members of the Village Council have any questions or comments regarding our fees or their reasonableness or the necessity of the work we have done, we encourage you to contact us and we agree to work in good faith to resolve any issues regarding our fees.**

All disbursement costs incurred by the firm on behalf of the Village (such as court and administrative filing fees, depositions, transcripts, postage or freight, transportation, copying, facsimile, long distance charges, fees for service of process and subpoenas, etc.) will be paid by the Village. Detailed statements for legal services rendered will be sent to the Village on a regular monthly basis. Bills will be due and payable within twenty (20) days after receipt.

If it is necessary to adjust any of these rates, we will first discuss that matter with the Village Manager and if the Village agrees to the adjustment, we will advise you in writing at least thirty (30) days prior to the effective date of the increase. The rates stated above will be effective from October 1, 2013 through September 30, 2014.

The Village may terminate this agreement with or without cause upon written notice to our firm. All papers and property in our possession to which the Village is entitled shall be returned to the Village immediately upon termination of this agreement. This firm may

terminate this agreement for reasons permitted under the Texas Disciplinary Rules of Professional Conduct.

Nothing contained in this agreement shall be interpreted to limit the professional obligations of attorneys within this firm under the Texas Disciplinary Rules of Professional Conduct.

The State Bar Act provides that you are to be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For additional information please call (toll free) 1-800-932-1900.

We look forward to serving you.

---

Sincerely,

SCANLAN, BUCKLE YOUNG, P.C.

By:   
W. Thomas Buckle

ACCEPTED:

VILLAGE OF VOLENTE

By: \_\_\_\_\_  
Frederick Graber, Mayor  
Village of Volente, Texas

Date: \_\_\_\_\_



**Notice of Meeting of the  
City Council  
Village of Volente  
Tuesday, September 24, 2013  
7 p.m.**

Location: VVFD and Community Center, 15406 FM 2769, Volente, Texas.

**Council Present**

Frederick Graber, Mayor  
Mark Scott, Council Member  
Judy Graci, Council Member  
Chris Wilder, Council Member  
Matthew Hammond, Council Member  
Jan Yenawine, Council Member

**Staff Present**

Joan Jackson, City Sec.  
Barbara Wilson, City Admin.

1. Call to Order of the City Council. 7:30 p.m.
2. Roll Call. Present:  
A quorum was present.
3. Pledge of Allegiance and Reading of the Village Vision Statement.  
Mayor Graber led the Pledge and read the Vision Statement.
4. Citizens/Public Communications.  
Nancy Carufel, 8138 Joy Rd, Volente, TX wants to know how a citizen gets an item on the agenda; wants a police report; would like to save money by appointing people running for City Council to City Council now; asked about the water drainage report from several years ago.
5. Staff Reports.
  - a) City Administrator's Report.
  - b) City Secretary's Report      Financial Report/Construction ReportThe reports were given to Council for review.
6. Approval of the Minutes from the August 20th, 23rd, 30th, and September 6<sup>th</sup> & 13<sup>th</sup> 2013 Meetings.  
Councilmember Graci made a motion to approve the minutes from August 20th, 23rd, 30th, and September 6<sup>th</sup> & 13<sup>th</sup>. Councilmember Hammond seconded the motion. The vote was unanimous.



**7. Close Public Hearing.**

Council Member Hammond made a motion to close the meeting. Council Member Wilder seconded the motion. The vote was unanimous.  
Public hearing was closed at 8:07 p.m.

**8. Open Executive Session:**

The City Council of the Village of Volente will announce that it will go into executive session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to consult with the City Attorney (551.071). The City Council may also announce that it may go into executive session if necessary to receive advise from legal counsel regarding any other item on this agenda.

EX 1. Consult with Attorney.

Executive session was opened at 8:09 p.m.

**9. Close Executive Session.**

The executive session was closed at 8:26 p.m.

**10. Open Public Session.**

Open session was open again at 8:27.

**11. Possible action from executive session.**

The staff was directed to bring back a contract to review with Lonnie Moore.

**12. Public Hearing on the proposed Budget for Village of Volente for fiscal year 2013-2014.**

a) Open hearing at 8:27 a.m.

b) Presentation by Barbara Wilson, City Administrator

c) Citizen's Comments

Jan Yenawine, 15600 FM 2769, Volente, TX asked about the ESD if they had contacted the Village regarding sales tax. Town hall meeting needed.

Ken Beck, ESD Commissioner, says ESD #14 put the money they hoped to receive from the Village of Volente in their 2013.2014 budget. He stated Volente represents the fire station. Hopes the money will be conditional, not just wait and see.

Mattie Adams, 15915 Booth Circle, wants to see designated funds for BCRUA but wants it called legal defense fund. She would like to see Volente designate \$150,000.00 or \$200,000.00 to legal defense fund

Nancy Carufel, 8136 Joy Rd, Volente, TX stated our attorney said we could not give the money from Volente to the fire dept. Everyone in ESD#14 should give the money to help not just the Village alone. She asked how can we produce more businesses out here to raise sales tax. She asked why more office space when Volente hired the City Manager it was stated the space would not increase. She commented on the good job the staff did on the budget.



- 13. Discussion and possible approval of proposed budget for Village of Volente for Fiscal year 2013-2014.**  
a) Discussion and possible action on entering into a contract for rental of property for office space. The Council discussed the options of leasing a bigger office.

Council Member Scott made a motion to approve the proposed budget as presented for FY 2013.2014 for the Village of Volente. This includes designating \$150,000 in a legal fund from savings. Council Member Hammond seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

Council Member Scott made a motion to authorize Staff and Mayor Pro Tem to enter into an agreement to enter into a lease for office staff. Council Member Wilder seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

- 14. Discussion and possible approval of an Ordinance adopting and approving a Budget for the Fiscal Year beginning October 1, 2013 and terminating September 30, 2014 and making appropriations for projects and accounts.**

Council Member Wilder made a motion to approve the Ordinance adopting and approving a budget for the Fiscal Year beginning October 1, 2013 and terminating September 30, 2014. Council Member Scott seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

- 15. Discussion and possible approval of adopting a tax rate for the Fiscal Year beginning October 1, 2013 and terminating September 30, 2014 for the Village of Volente.**

Councilmember Scott made a motion to adopting \$0.1300 tax rate for the Fiscal Year



beginning October 1, 2013 and terminating September 30, 2014. Council Member Graci seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted no.

Council Member Hammond voted no. The motion passed..

- 16. Discussion and possible approval of an Ordinance levying taxes for the use and support of the Municipal Government of the Village of Volente for the fiscal year beginning October 1, 2013 and ending September 30, 2014 and apportioning each levy for the specific purposes.**

Council Member Graci made a motion to approve the ordinance levying taxes for the use and support of the Municipal Government of the Village of Volente for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014.

Council Member Hammond seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

- 17. Discussion and possible action on Election Agreement between Travis County and Village of Volente.**

Council Member Wilder made a motion to adopt the election agreement between Travis County and the Village of Volente. Council Member Scott seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

- 18. Review and possible action on the final draft of the Interlocal with City of Jonestown for law enforcement activities on the ETJ of the Village of Volente on Lake Travis.**

Council Member Graci made a motion to approve the final draft of the interlocal between City of Jonestown for law enforcement activities on the ETJ of the Village of Volente. Council Member Wilder seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.



- 19. Discussion and possible action on line item transfer amendment and budget Amendments for Fiscal Year 2012.2013.**  
Council Member Graci made a motion to approve the line item transfer and Budget amendments for Fiscal Year 2012.2013. Council Member Hammond seconded the motion.  
Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.
- 20. Consider approval of the request from Council Member Wilder for budget line item transfer to increase budget line item law enforcement in the amount of \$5,980.00, for year to date expenses, plus an additional request for the amount of \$3,000.00 for the remainder of Fiscal Year 2012.2013 for a total amount of \$8,980.00.**  
Comments:  
Jan Yenawine, 15600 FM 2769, stated law enforcement would have funded our emergency services.  
Chris Wilder stated he plans to have businesses be more liable in the coming year.  
Council Member Scott made a motion to approve the request to transfer \$8980.00 from savings to law enforcement for the end of year. Council Member Hammond seconded the motion.  
Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.
- 21. Consider and possible action of request from City Administrator to budget line item transfer from available funds of Fiscal Year 2012.2013 to line item tree trimming for the amount of \$9,000.00.**  
  
Council Member Graci make a motion to transfer the requested funds in the amount of \$9,000.00. Council Member Wilder seconded the motion.  
Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.
- 22. Discussion and action on appointing Barbara Wilson, City Administrator, as acting City Secretary in City Secretary Joan Jackson's absence.**  
Council Member Scott made a motion to appoint Barbara Wilson as acting City Secretary in Joan Jackson's absence. Council Member Hammond seconded



the motion. .

Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.

**23. Discussion and possible action on appointment of Mayor for the unexpired term of Mayor on City Council.**

Council Member Hammond made a motion to appoint Mayor Pro Tem Graber as Mayor for the unexpired term on City Council. Council Member Graci seconded the motion.

Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.

**24. Discussion and possible appointment for an unexpired term of Council Member on City Council.**

Council Member Graci would like to see Jan Yenawine considered. Council Member Graci made a motion to appoint Jan Yenawine. Council Member Hammond seconded the motion. .

Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.

**25. Adjourn.**

Council Member Wilder made a motion to adjourn. Council Member Scott seconded the motion. The vote was unanimous.

Approved this 15<sup>th</sup> day of October, 2013.

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Mayor Graber

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City Secretary Joan Jackson

