



**Notice of a Workshop of the
City Council
of Village of Volente, TX
Friday, October 4, 2013
8 a.m.**

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

Notice is hereby given that the Village of Volente, TX will hold a special called meeting on Friday the 4th of October, 2013 at 8 a.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. Public Comments.**
- 4. Oath of Office for Mayor Frederick Graber for unexpired term of Mayor.**
- 5. Oath of Office for Council Member Jan Yenawine for unexpired term of Council Member.**
- 6. Close Public Meeting.**
- 7. 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.
- 8. Return to Open Session.**
- 9. Consider appointing L. Moore as the real estate broker representative for the Village of Volente and possible approval of broker contract.**
- 10. Discussion and possible action on the Village's Ordinances to allow temporary special permitting.**



11. Approve Ordinance to Amend Ordinance 2012-O-1 for Fiscal Year 2012-2013 ending September 30, 2013.

12. Adjourn.

I certify that the above notice of meeting was posted at Village of Volente on the 1st day of October, 2013. 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.

1 **Sec. 30.1251**

Special Uses: Authorization Required

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3 (a) The following special uses may be authorized by the City Council by special use permit:
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Special Use	District Allowed
Accessory building with a home occupation	R-1, R-1R, R-1C, R-2
Accessory food sales	GOV, C-2, C-3
Alcohol beverages sold in a restaurant for on premise consumption	C-2, C-3
Alcohol beverages sold in grocery for off premise consumption	C-2, C-3
Beer and wine sold in a retail store for off-premise consumption	C-2, C-3
Day Care Facility	C2
Event Center requiring TABC license or permit for premises	C2, C3
Farmers/Artisan Market	GOV, C-2, C-3
Research, development, or clinical laboratory	C-3
Veterinary Services	C-3
Medical related professional Office	C-2, C-3
Occasional Event Center Small Group	R-1

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7 (b) Permit Required. No special use shall be established, operated, or maintained except as
8 authorized by a Special Use Permit issued in accordance with the requirements of this section.
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10 (c) Special Use Permit Issued by City Council. A Special Use Permit may be issued only for the
11 special uses specified in this Section, and only for the district where it is authorized. A
12 Special Use Permit may be issued by the City Council acting after a public hearing in
13 accordance with **Section 30.136** of this Code and a recommendation on the proposed use from
14 the Zoning Commission in accordance with this section.
15
16 (d) Application. An application for a Special Use Permit shall be made in writing in a form
17 prescribed by the City Council and shall be accompanied by (1) a non-refundable fee as set
18 forth by ordinance or resolution of the City Council and (2) such information as may be
19 required (including a site plan) in order to properly review the proposed use. Such
20 information may include, but is not limited to, site and building plans, drawings and
21 elevations, and operational data including if necessary a traffic study.
22
23 (e) Report by City Inspector. The City appointed designate shall visit the site of the proposed
24 special use and the surrounding area and shall prepare findings to be delivered to the members
25 of the Zoning Commission and to the City Council at least one (1) week prior to the public
26 hearing date as set forth in **Section 30.130(c)**.
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28 (f) Notice–Public Hearing by Zoning Commission. The Commission shall hold a public hearing
29 on each application for a Special Use Permit in accordance with the procedures in **Section**
30 **30.130 (c)**.

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(g) Review and Recommendation by the Zoning Commission.

- (1) The Commission shall review the application for a Special Use Permit to determine whether the proposed special use complies with each of the general criteria in **Section 30.125**, and with each of the specific criteria in **Section 30.125** applicable to the proposed use, and shall make a separate finding thereon for each criterion.
- (2) The Commission shall not recommend approval of an application unless it finds that the proposed special use as presented or as modified by the Commission complies with each of the general and applicable specific criteria.
- (3) A recommendation of approval may be conditioned on the applicant's adoption of specified changes, additions, limitations, safeguards, or effective time periods designed to assure compliance with the criteria and to protect the public health, safety and welfare of the surrounding properties and the City as a whole.
- (4) For sites where the applicant owns the improvements and the improvements do not comply with current development standards, the application for a Special Use Permit shall depict all improvements proposed to bring the site into conformance with all zoning regulations in effect at the time of application submittal. If compliance with zoning regulations at the time of application submittal is not feasible, the Special Use Permit may be recommended for approval by the Zoning Commission conditioned upon the applicant receiving a variance from the Board of Adjustment.
- (5) The Commission shall forward its findings and recommendations to the City Council in writing.

(h) Hearing before City Council. The City Council shall review an application for a Special Use Permit at a public hearing in accordance with the procedures in **Section 30.130 (c)** after receiving findings and a recommendation from the Zoning Commission.

(i) Review and Action by City Council.

- (1) The City Council shall determine whether the proposed special use complies with each of the general criteria in **Section 30.125** and with each of the special criteria in **Section 30.125** applicable to the proposed use and shall make separate findings thereon or adopt the findings made by the Commission.
- (2) The City Council may condition its approval of an application on the applicant's adoption of specified changes, additions, limitations, safeguards, or effective time periods designed to assure compliance with the criteria and to protect the public health, safety and welfare of the surrounding properties and the City as a whole.
- (3) The City Council shall not grant a Special Use Permit unless it finds that the proposed special use, as presented or as modified by the Council, complies with each of the applicable general and specific criteria. If the application meets all criteria, the Council shall approve the application.

- 82 (j) Temporary Special Use Permit. A Temporary Special Use Permit may be granted by the City
83 Council on the terms and conditions determined by the City Council for a period not to exceed
84 thirty (30) consecutive calendar days. An Applicant for a Temporary Special Use permit shall
85 submit an application to the City setting forth the location and all terms of the proposed use,
86 accompanied by written approval of the owner of the property on which the use is proposed.
87 The procedures for public notice and hearing in **Section 30.130 (c)** do not apply to Temporary
88 Special Use Permits. Applications by charitable organizations, residents for a Temporary
89 Special Use Permit to operate a carnival or other amusement activity may be granted for a
90 period not to exceed fourteen (14) consecutive calendar days on the terms and conditions
91 approved by the City Council.
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94 **Sec. 30.125 General Criteria Applicable to All Special Uses and Temporary Special Uses**
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96 A proposed Special Use or Temporary Special Use must comply with the following criteria:
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- 98 (a) The appearance, size, density and operating characteristics of the proposed special use are
99 subject to the Effective Compatibility and Buffering Standards set forth in Section **Sec.**
100 **30.103, 30.109, and 30.110.**
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102 (b) The proposed use will not have an adverse effect on the value of surrounding properties nor
103 impede their property development;
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105 (c) The proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's
106 enjoyment of his property or operation of his business;
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108 (d) The traffic that the proposed use can reasonably be expected to generate on existing streets
109 will not create nor add significantly to congestion, a safety hazard, or a parking problem in the
110 area, nor will it disturb the peace and quiet of the neighborhood; and
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112 (e) The proposed use complies with all other applicable provisions of this Code and other
113 ordinances and regulations.

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115 **Sec. 30.125 Specific Criteria Applicable to Individual Special Uses and Temporary Special Uses**
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- 117 (a) Alcoholic Beverages Sold in a Restaurant for On-Premise Consumption. A proposal to sell
118 alcoholic beverages in a restaurant for on premise consumption must comply with the
119 following specific criteria and conditions, as well as the foregoing general criteria:
120
121 (1) The restaurant where the alcoholic beverage is proposed to be sold is not located
122 within three hundred feet (300') of a church or school as measured by State law;
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124 (2) The restaurant where the alcoholic beverage is proposed to be sold is not located on
125 property, two or more sides of which abut property in a residential zoning district;
126
127 (3) The gross receipts derived from the sale of alcoholic beverages shall not exceed forty
128 percent (40%) of the gross receipts derived from the sale of food;
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130 (4) The permit shall be reviewed administratively and renewed upon evidence that a
131 Texas Alcoholic Beverage Commission permit has been reissued; and
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133 (5) Additional fees are to be collected after three (3) years operation in accordance with
134 the Texas Alcoholic Beverage Commission permit rules.

135
136 (6) The City Administrator may cancel a retailer's original or renewal permit or retail
137 dealer's on premise license and may refuse to issue any new alcoholic beverage permit
138 or license for the same premises for one year after the date of cancellation if

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140 (A) the Sheriff of the County in which the premises are located has submitted a
141 sworn statement to the City Administrator stating specific allegations that the
142 place or manner in which the permittee or licensee conducts its business
143 endangers the general welfare, health, peace, morals, or safety of the community
144 and further stating that there is a reasonable likelihood that such conduct would
145 continue at the same location under another licensee or permittee; and

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147 (B) the City Administrator finds, after notice and hearing within the county where the
148 premises are located, that the place or manner in which the permittee or licensee
149 conducts its business endangers the general welfare, health, peace, morals, or
150 safety of the community and that there is a reasonable likelihood that such
151 conduct would continue at the same location under another licensee or permittee.

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154 (b) Alcoholic Beverages Sold in Grocery Stores for Off-Premise Consumption

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156 (1) The grocery store where the alcoholic beverage is proposed to be sold is not located
157 within three hundred feet (300') of a church or school;

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159 (2) The grocery store where the alcoholic beverage is proposed to be sold is not located on
160 property, two or more sides of which abut property in a residential zoning district;
161 Additional fees are to be collected after three (3) years operation in accordance with the
162 Texas Alcoholic Beverage Commission permit rules;

163
164 (3) Additional fees are to be collected after three (3) years operation in accordance with the
165 Texas Alcoholic Beverage Commission permit rules;

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168 (4) The City Administrator may cancel a retailer's original or renewal permit or retail dealer's
169 on premise license and may refuse to issue any new alcoholic beverage permit or license
170 for the same premises for one year after the date of cancellation if

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172 (A) the Chief of Police of the City or the Sheriff of the County in which the premises
173 are located has submitted a sworn statement to the City Administrator stating
174 specific allegations that the place or manner in which the permittee or licensee
175 conducts its business endangers the general welfare, health, peace, morals, or
176 safety of the community and further stating that there is a reasonable likelihood
177 that such conduct would continue at the same location under another licensee or
178 permittee; and

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180 (B) the City Administrator finds, after notice and hearing within the county where the
181 premises are located, that the place or manner in which the permittee or licensee
182 conducts its business endangers the general welfare, health, peace, morals, or
183 safety of the community and that there is a reasonable likelihood that such
184 conduct would continue at the same location under another licensee or permittee.

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- (c) Accessory Food Sales. In addition to the general criteria applicable to all special uses, a special use for Accessory Food Sales shall be operated and maintained in accordance with the following conditions and limitations:
- (1) Accessory food sales shall occur in a structure, whether mobile or otherwise, in an area not exceeding 150 square feet.
 - (2) The special use shall be operated either by the owner or lessee of improved property on which the special use is located, or pursuant to a written agreement with such owner or lessee.
 - (3) The structure housing the special use shall not be located on any roadway or fire lane. The special use shall not be located so as to impede pedestrian traffic on any sidewalk.
 - (4) A permit for accessory food sales shall expire in the event that the retail establishment to which such special use is an accessory discontinues its business on the property.
 - (5) The operator of the special use shall at all times hold current certificates, permits and/or licenses required by the Travis County Health Department and any other agency of the State of Texas for operation of the food service establishment operated pursuant to the special use.
 - (6) No signs advertising any aspect of the special use shall be displayed except as attached to and confined to the surface area of the walls of the structure housing the special use.
 - (7) No goods or services shall be provided other than the sale of food and items incidental thereto, such as napkins and eating utensils. Sufficient signs, recyclable containers, and trash receptacles shall be provided by the operator of the special use to control and prevent litter incident to the special use.
 - (8) Authorization for accessory food sales pursuant to this Division shall be for a period not to exceed six (6) months. Renewal periods for such authorization not to exceed six (6) months may be granted not later than the expiration of the previous authorization at the discretion of the City Administrative Assistant provided the applicant has not received more than two (2) validated warnings prior thereto regarding the special use. A twenty-five (\$25.00) dollar administrative fee shall be paid for all administrative renewal authorizations. In the event the City receives a verbal or written complaint regarding the special use, a staff person or designee will investigate the complaint in a timely manner to determine its validity. Administrative staff shall record the name, address, phone number, date and time that verbal complaints are registered. In the event the complaint is validated, the applicant shall receive a written warning with instructions to correct the violation. If the violation has not been corrected within fifteen (15) days after receipt of the second warning issued by the City, the Special Use Permit shall be revoked.
- (d) Display of Oversized Merchandise. In addition to the general criteria applicable to all special uses, a special use for display of oversized merchandise shall be operated and maintained in accordance with the following conditions and limitations:
- (1) This subsection applies only to oversized merchandise offered for sale to the general public, which is too large to be conveniently stored and displayed inside the facility out of which sales are made.

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- (2) Oversized merchandise shall be stored adjacent to the main facility out of which such oversized merchandise is sold. The display area shall be equipped with overhead sprinklers for protection against fire in the display area.
 - (3) No more than 20% of the frontage of the main facility may be used for display of oversized merchandise.
 - (4) Use of a display area permitted shall not impede pedestrian traffic on any sidewalks. The display area shall not include any part of a road, street, thoroughfare, fire lane or parking area used by motor vehicles.
 - (5) The display area proposed to be used and the items proposed to be displayed shall be designated in an application for this special use. Each such designation shall be subject to approval of the City Council.

253 (e) Alcoholic beverages Sold in a Retail Establishment for Off-Premise Consumption. A proposal to
254 sell alcoholic beverages in a retail establishment for off-premise consumption must comply with the
255 following specific criteria and conditions, as well as the foregoing general criteria:
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- (1) The sale of alcoholic beverages shall be restricted to beer and wine;
 - (2) The retail establishment where the alcoholic beverage is proposed to be sold is a minimum of 10,000 square feet and the total display or shelf space devoted to the sale of beer and wine does not exceed ten percent (10%) of the total display or shelf space devoted to other retail sales;
 - (3) The retail establishment where the alcoholic beverage is proposed to be sold is not located within three hundred (300') feet of a church or school as measured by State law;
 - (4) The retail establishment where the alcoholic beverage is proposed to be sold is not located on property, two or more sides of which abut property in a residential zoning district;
 - (5) The gross receipts derived from the sale of beer and wine shall not exceed forty percent (40%) of the gross receipts derived from the sale of other retail products;
 - (6) The permit shall be reviewed administratively and renewed upon evidence that a Texas Alcoholic Beverage Commission permit has been reissued;
 - (7) Additional fees are to be collected after three (3) years operation in accordance with the Texas Alcoholic Beverage Commission permit rules;
 - (8) The City Administrator may cancel an original or renewal wine and beer retailer's permit or retail dealer's on premise license and may refuse to issue any new alcoholic beverage permit or license for the same premises for one year after the date of cancellation if:
 - (A) the Sheriff of the County in which the premises are located has submitted a sworn statement to the City Administrator stating specific allegations that the place or manner in which the permittee or licensee conducts its business endangers the general welfare, health, peace, morals, or safety of the
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288 community and further stating that there is a reasonable likelihood that
289 such conduct would continue at the same location under another licensee or
290 permittee; and

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292 (B) the City Administrator finds, after notice and hearing within the county
293 where the premises are located, that the place or manner in which the
294 permittee or licensee conducts its business endangers the general welfare,
295 health, peace, morals, or safety of the community and that there is a
296 reasonable likelihood that such conduct would continue at the same
297 location under another licensee or permittee.
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299 (f) Farmer's/Artisan Market: A proposal to sell goods, wares, merchandise, produce, or
300 products on part of a public street, sidewalk, or alley, other public lands, or on private
301 property.

302 (1) Definitions. For purposes of this subsection, unless the context otherwise indicates, the
303 following terms have the following meanings.

304 A. "Artist/Artisan" means any individual who displays or offers for sale his or
305 her own handcrafted items.

306 B. "Farm and Food Products" means any agricultural, horticultural, forest or
307 other product of the soil or water, including, but not limited to, fruits,
308 vegetables, eggs, dairy products, meat and meat products, poultry and
309 poultry products, fish and fish products, grain and grain products, honey,
310 nuts, maple products, apple cider, fruit juice, wine, ornamental or vegetable
311 plants. This term does not include live animals.

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313 C. "Farmer/Grower" means a person whose produce or plants are
314 organically, sustainably or naturally grown and grown within the defined
315 local area. Organically grown produce must be certified by the State of
316 Texas.

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318 D. "Farmer's/Artisan Market" means a building, structure or location at
319 which a group of two (2) or more farmers or artisans or a combination
320 thereof, from a defined local area who directly sell to the public farm and
321 food products, either primary or secondary producer food specialty items,
322 handcrafted items, goods or wares, and/or natural flowers and plants at
323 which eighty (80%) percent of itinerant vendors must have grown, reared,
324 caught, brewed, pickled, baked, smoked or processed the goods themselves.

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326 E. "Food Specialty Items" means baked goods, jams, jellies, large-portion
327 prepackaged products, spices, condiments, cheeses, meats, seafood and
328 pasta. Food specialty items may or may not be intended for immediate
329 consumption on premises.

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331 F. "Handcrafted Items" means non-machine made objects, displaying a
332 degree of manual skill or dexterity, and include, but are not limited to,
333 leather goods, wood carving, beadwork, basketry, pottery and jewelry, hand
334 woven cloth and blankets and objects made there from. Such items may
335 include elements of new materials or machine-made parts, provided that no
336 object which is primarily mass produced or machine-made and assembled
337 from a kit shall be considered to be handcrafted. Clothes and craft items
338 sewn with a machine shall be considered handcrafted items.

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- G. **“Itinerant Vendor”** means any local farmer, grower, producer, person or artisan with no established business location within the geographical boundaries of the City who is associated with a Permit Holder that has been issued a Farmers/Artisan Market Special Use Permit. This term excludes any business within the City related to a Home Occupation [REDACTED]
 - H. **“Local Area”** means within the borders of the State of Texas provided no suitable product from a primary producer, farmer, artisan or grower is available within a radius of 150 miles from the City limits.
 - I. **“Machine-Made”** means the producing or reproducing of an item in mass production by mechanically stamping, casting, blanking and weaving, except beads.
 - J. **“Natural Flowers/Natural Plant/Natural Produce”** means propagated by seeds or cultivated by budding, grafting, layering, or other nursery techniques. The term “natural” excludes any produce/plants that have been irradiated, grown using pesticides, herbicides or chemical fertilizers, and is hormone free.
 - K. **“Producer, Primary”** means all produce grown, reared or caught on the producer’s land within the defined local area. For domesticated livestock or plants this means grown or finished (having spent at least 50% of its life) on the producer’s land. For fish and other seafood this means caught from either inshore waters within the local area or offshore waters along the Texas coastline.
 - L. **“Producer, Secondary”** means all produce must be brewed, pickled, baked, smoked or processed by the itinerant vendor using at least one ingredient of origin from within the defined local area (not merely bought locally). The minimum local ingredient is 10% of each product. Receipts should be kept as proof of origin for inspection.
 - M. **“Permit Holder”** means an individual or representative of an organization that represents a group of small scale itinerant vendors that come together on an occasional or temporary basis as a collaborative group.
 - N. **“Sustainably Grown”** means produce or plants that adhere to an agriculture that promotes self-reliance, resource conservation, and viability to both the natural environment and the parties involved. Sustainable agriculture incorporates the principles of organic farming although it does not need to be organically certified.

381 (2) Review of Effects

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383 Before approving a special use permit allowing a Farmer’s/Artisan Market, the City
384 Zoning Commission and City Council shall consider the following:

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386 A. Pedestrian and motor vehicle safety at and surrounding the proposed market;
387 B. The effect of anticipated pedestrian and motor vehicle traffic on adjoining
388 streets and sidewalks;
389 C. The Compatibility of adjacent zoning;

390 D. Cultural, sociological, economic, traditional, or historical influences that
391 create or support placement of the proposed market;

392 E. Availability of existing market space in the area; and

393 F. Public health, safety and welfare.

394 (3) Permanent Use Not Created; No Abandonment or Vacation

395 The approval of a Special Use Permit establishing a Farmer's/Artisan Market does not
396 create a permanent right to use, or is not to be construed to authorize abandonment or
397 vacation of a public street, sidewalk, or alley.

398 (4) Application Requirements

399 A. An application under this section shall include:

400 (1) The Permit Holder's name, including the organization name, mailing
401 address, phone number, and email address.

402 (2) A list of all itinerant vendors, including state sales tax permit number,
403 if applicable, or exemption certificate.

404 (3) A description of the merchandise intended for sale and a statement
405 that the merchandise offered for sale has been created or produced by
406 the itinerant vendor.

407 (4) A written schedule showing the days and hours of operation

408 (5) The exact limits or boundaries of the market.

409 (6) The proposed closure of any public street, sidewalk, or alley.

410 (7) A statement from the permit holder that the organization will not
411 discriminate against itinerant vendors based on race, religion, sex,
412 national origin, sexual orientation, age or disability.

413 B. Two applicants may file a joint application if both applicants are engaged in
414 a joint business venture and complete the application form and provide the
415 information required in Subsection A for both applicants.

416 (5) Conditions of Operation.

417 A. The Permit Holder shall be responsible for insuring the following conditions
418 of operation are adhered to:

419 1. That all itinerant vendors have individual licenses and certificates
420 as promulgated by the state and/or health department. For the
421 purpose of health permits only, Farmers Market may be defined as
422 a temporary event. A Temporary event permit may be issued for
423 the event and such permit may run for up to fourteen consecutive
424 Saturdays.

425 2. The location of vendor spaces shall have provision for access and
426 shall be divided in such a way to ensure movement and safety
427 between the vendors.

428 3. The location of vendor spaces shall not hinder or impede
429 pedestrian flow on any sidewalk or traffic flow on any roadway
430 adjacent to the Farmer's/Artisan Market.

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4. The vendor's-current sales tax permit is available on site for inspection at all times of operation.
 5. All supplies and storage shall be kept in a neat and orderly fashion within the vendor's space.
 6. Portraits offered for sale that are created on site by the portrait artist while the subject poses. Portrait artists may sell mailing tubes, protective frames, mats or glass as part of the sale.
 7. Works such as sculpture or paintings, drawings, prints, or photographs and all other two (2) dimensional works of art are originals or high quality reproductions of the artist's work, consecutively numbered, signed or stamped by the artist. Quality reproductions of two (2) dimensional works are acceptable if hand enhanced.
 8. All vendors offer for sale only the type of product as listed on the statements submitted to the City Administrator unless other products are reviewed and approved by the City Administrator for compliance with this Special Use Permit.
 9. A vendor may not claim use of or occupy a vendor space except during the time the Farmer's/Artisan Market is authorized to operate.
 10. Any spaces in the Farmer's/Artisan Market reserved for use by an organization promoting public awareness, or not-for-profit fundraising, shall not be counted towards the 20% of itinerant vendors who do not have to grow, rear, catch, brew, pickle, bake, smoke or process the goods themselves.
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- B. An employee of the City or another governmental entity may inspect a license during operation of a Farmer's/Artisan Market.
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- C. An employee of the City, designee or another governmental entity may inspect a vendor space and merchandise displayed, offered for sale, or sold at a Farmer's/Artisan Market.
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- (6) Hours of Operation/Parking on Streets
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- A. The Farmer's/Artisan Market shall only operate between the hours of 8:00 a.m. to 6:00 p.m. on either a Saturday or Sunday of each week. The City may also request vendors to cease operation due to security reasons or in the event of an emergency.
 - B. Vehicle parking on streets surrounding the Farmer's/Artisan Market for the setup or tear down of vendor displays or deliveries shall not be parked longer than twenty (20) minutes on streets open to traffic.
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- (7) License Term and Renewal
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- A. All permits issued under this Section are valid for a term of one year from date of issuance.
 - B. All permits issued under this Section are non-transferable and a separate permit is required for each farmer's/*artisan* market area.
 - C. All permits shall not automatically be renewed.
 1. Persons who hold permits may submit applications for additional one year terms.
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484 2. The City Administrator may approve a renewal application
485 provided the applicant has not been found to have violated the
486 terms of the permit.
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488 (8) License Revocation
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- 490 A. The **City Administrator** may revoke or suspend a license issued under
491 this Section for good cause, a violation of this Section, or a public offense
492 or violation by the applicant, sponsor, or vendor relating to the sale of
493 merchandise at the Farmer's/Artisan Market.
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495 B. The holder of a permit that has been revoked may not apply for a new permit
496 for one year from the date of revocation, unless the revocation is overturned
497 on appeal.
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499 C. An applicant or permit holder aggrieved by a decision by the City
500 Administrator to grant or deny an application, or revoke a permit may appeal
501 the decision to the City Council.
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503 D. A person may file an appeal in writing with the City Administrator not later
504 than fifteen (15) days from the date of a decision. The appeal under this
505 section shall describe the action appealed from and reason for the appeal.
506
507 E. The City Council shall hold a hearing not later than the 45th day after an
508 appeal is filed. The appellant shall have the right to present witnesses and
509 testimony at such hearing.
510
511 F. The City Council may uphold, reverse, or modify a decision by the City
512 Administrator.
513
514 G. A Special Use Permit may be revoked for giving any false, misleading, or
515 fraudulent statements made in connection with or on the permit application.
516

517 (9) Enforcement.
518

- 519 A. The city shall inspect all displays at least monthly to confirm compliance
520 with this Section and any applicable laws. Upon determining that the Permit
521 Holder is in violation of any provision of this section, the City may suspend
522 or revoke the license.
523
524 B. The City shall investigate complaints alleging violation of this Section
525 provided that the complaint is in written form and signed by the complainant
including the telephone number and address.
526
527 C. The City has the authority to physically take any product, produce, or items
528 for sale by the vendor into custody for examination and investigation of
529 compliance with this Section, provided that such taking shall be only for a
530 reasonable period of time not to exceed thirty (30) calendar days. The City
531 has the authority to require that a vendor demonstrate the creation of the
532 wares at any time after issuance of the permit, in order to determine if the
533 vendor is in compliance with this Section. If destructive testing makes the
534 return of the item impossible, the City shall purchase the item from the
535 vendor.

536 D. If any vendor is not in compliance with this Section the Permit Holder shall
537 be notified in writing of the violation and shall have seven (7) calendar days
538 to come into compliance or the permit shall be suspended until the violation
539 is cured, provided however, that if the violation is a health or safety
540 violation, then the violation must be cured immediately.

541 (10) Prohibitions

542 The following acts are prohibited.

- 543 A. A person may not use the term "farmer's/artisan market" to describe a
544 market or other sales location that does not meet the terms of the definition
545 set forth in the definitions for this subsection.
- 546 B. An itinerant vendor may not sell farm and food products, handcrafted items,
547 or food specialty items at a market labeled "farmer's/artisan market" unless
548 at least 75% of the product offered by that person was grown or processed by
549 that person or under that person's direction. A product not grown or
550 processed by that person must have been purchased directly from another
551 farmer.

552 (11) Penalty

- 553 A. Any person violating any provision of this section of the Code regulating
554 Farmer's/Artisan Market Special Use Permits which do not relate to health or
555 sanitation within the corporate limits of Volente, Texas shall be guilty of a
556 misdemeanor, and upon conviction shall be fined an amount not exceeding
557 one hundred dollars (\$100.00).
- 558
- 559 B. Any person violating any provision of this section of the Code regulating
560 Farmer's/Artisan Market Special Use Permits within the corporate limits of
561 the Village of Volente, Texas, that relates to health or sanitation shall be
562 guilty of a misdemeanor and upon conviction shall be fined an amount not
563 exceeding one thousand dollars (\$1,000.00).
- 564
- 565 C. Each day that such violation continues shall be a separate offense.
566 Prosecution or conviction under this provision shall never be a bar to any
567 other remedy or relief for violations of this section of the Code.
568

569 (12) Relationship to Farmer's/Artisan Market Rules

570
571 This section does not prohibit a market from imposing more stringent requirements on
572 its sellers than those imposed by Section 30.125 (f).
573
574

575 (g) Event Center requiring TABC license or permit for premises: In addition to the general
576 criteria applicable to all special uses, an Event Center requiring TABC license or permit for
577 premises shall be operated and maintained in accordance with the following conditions and
578 limitations:

- 579 (1) The premises must comply with all requirements applicable to Event Centers;
- 580 (2) The premises where the alcoholic beverage is proposed to be sold is not located within
581 three hundred feet (300') of a church or school as measured by State law;

- 582 (3) The premises where the alcoholic beverage is proposed to be sold is not located on
583 property, two or more sides of which abut property in a residential zoning district;
- 584 (4) The permit shall be reviewed administratively and renewed upon evidence that a
585 Texas Alcoholic Beverage Commission permit has been reissued; and
- 586 (5) The City Administrator shall have the authority to cancel any original or renewal
587 permit or license and may refuse to issue any new alcoholic beverage permit or license
588 for the same premises for one year after the date of cancellation as permitted by the
589 Texas Alcoholic Beverage Code.

590

591 (h) Winery. A winery must comply with the following specific criteria and conditions, as well
592 as the foregoing general criteria:

- 593
- 594 (1) The winery where the alcoholic beverage is proposed to be sold is not located within
595 three hundred feet (300') of a church or school as measured by State law.
- 596
- 597 (2) The winery where the alcoholic beverage is proposed to be produced or sold is not
598 located on property, two or more sides of which abut property in a residential zoning
599 district.
- 600
- 601 (3) A winery shall produce no more than 20,000 gallons of wine annually on the
602 permitted premises.
- 603
- 604 (4) The quantity of alcoholic beverages produced or bottled off premises purchased by the
605 winery may not exceed 40% by volume of the quantity of alcoholic beverages sold as
606 measured in gallons.
- 607
- 608 (5) The permit holder shall prohibit patrons from leaving the licensed premises with an
609 unconsumed alcohol sample or glass of wine.
- 610
- 611 (6) A permit holder may offer alcohol samples and glasses of wine in open containers and
612 may provide them to a patron free of charge.
- 613
- 614 (7) A permit holder must comply with all state and federal laws and regulations regarding
615 the production and sale of wine.
- 616
- 617 (8) A permit holder must submit a report of the activities for a permit renewal on an
618 annual basis that includes the previous 12 months of reports to TABC of alcoholic
619 beverages purchased, alcoholic beverages produced and total sales of alcoholic
620 beverages.
- 621
- 622 (9) A valid permit issued by the Texas Alcoholic Beverage Commission for the type of
623 operation has been issued. The permit shall be reviewed administratively and renewed
624 upon evidence that a Texas Alcoholic Beverage Commission permit has been
625 reissued.
- 626
- 627 (10) Additional fees are to be collected after three (3) years operation in accordance with
628 the Texas Alcoholic Beverage Commission permit rules.

629 (11) The City Administrator may cancel a renewal permit and may refuse to issue any
630 renewal permit or license for the same premises for one year after the date of
631 cancellation if:

632
633 (A) the Sheriff of the County in which the premises are located has submitted a
634 sworn statement to the City Administrator stating specific allegations that
635 the place or manner in which the permittee or licensee conducts its business
636 endangers the general welfare, health, peace, morals, or safety of the
637 community and further stating that there is a reasonable likelihood that
638 such conduct would continue at the same location under another licensee or
639 permittee; and,

640
641 (B) the City Administrator finds, after notice and hearing within the county
642 where the premises are located, that the place or manner in which the
643 permittee or licensee conducts its business endangers the general welfare,
644 health, peace, morals, or safety of the community and that there is a
645 reasonable likelihood that such conduct would continue at the same
646 location under another licensee or permittee.
647
648

649 **Section 30.125 General Requirements for All Special Uses and Temporary Special Uses**

650
651 (a) Adherence to Approved Plans, Regulations. A special use or a temporary use shall be
652 established, operated, and maintained in accordance with the plans, terms, conditions, and
653 limitations contained in the permit approved by the City Council.

654
655 (b) Enforcement. Permitted special uses are integral to the zoning districts governing the
656 respective parcels and are subject to the enforcement provisions of **Section 30.300**.

657
658 (c) Revocation. The City Council, after notice to the holder of the permit, may revoke any
659 Special Use or Temporary Use Permit for one or more of the following reasons:

660 (1) A substantial violation of any of the plans, terms, conditions, and limitations
661 applicable to the special use;

662 (2) A substantial violation of any applicable ordinance or regulation;

663 (3) Operation or maintenance of the special use in a manner that is detrimental to the
664 public's health or safety, or so as to constitute a nuisance; and/or

665 (4) Discontinuance of the use or sale of the property.

666 (5) Transfer of an interest in the real property subject to the special use, whether such
667 transfer is by gift, sale, lease, devise, or otherwise.

668
669 (d) Lapse of Permit. A Special Use Permit shall lapse within one (1) year of the date the permit is
670 issued unless the use has commenced or, and is diligently pursued toward completion.

671 (e) Transfer. A Special Use Permit is not transferable.

672 (f) Short-term food sales. No special use authorization for accessory food sales shall be required
673 pursuant to this section for the following activities:
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- (1) School or City sponsored activities with a duration less than twenty-four (24) hours;
- (2) Events not to exceed seventy-two (72) hours associated with the opening of a new retail commercial establishment;
- (3) Fund-raising activities by charitable and/or non-profit organizations not to exceed twenty-four (24) hours;
- (4) Activities authorized by a temporary use permit obtained pursuant to [Section 30.1253](#)

OATH OF OFFICE

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

I, Jan Yenawine , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Member for Unexpired Term of the 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 Officer

State of Texas

County of Travis

Sworn to and subscribed before me this 4th day of October, 2013 .

Joan Jackson, City Secretary



OATH OF OFFICE

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

I, Frederick Graber , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Mayor for Unexpired Term of the 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 Officer

State of Texas

County of Travis

Sworn to and subscribed before me this 4th day of October, 2013 .

Joan Jackson, City Secretary



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2006

1. PARTIES: The parties to this agreement are:

Client: Village of Volente

Address: 15403 Yenawine Way
City, State, Zip: Volente, TX 78641
Phone: (512)250-2075 Fax:
E-Mail: city.admin@volentetexas.gov

Broker: Pat Brown & Company Lonnie Moore, Broker-Associate
Address: 1314 Falcon Ledge #115
City, State, Zip: Austin, TX 78746
Phone: (512)413-4306 Fax: (512)366-9656
E-Mail: lonnie@lonniemoore.com

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

3. DEFINITIONS:

- A. "Acquire" means to purchase or lease.
B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
C. "Market area" means that area in the State of Texas within the perimeter boundaries of the following areas: specific property(ies) within the Village of Volente as designated by Buyer
D. "Property" means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

4. TERM: This agreement commences on October 1, 2013 and ends at 11:59 p.m. on March 31, 2014.

5. BROKER'S OBLIGATIONS: Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the market area; (b) assist Client in negotiating the acquisition of property in the market area; and (c) comply with other provisions of this agreement.

6. CLIENT'S OBLIGATIONS: Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

7. REPRESENTATIONS:

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.

- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.
- D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: na

8. INTERMEDIARY: (Check A or B only.)

- A. **Intermediary Status:** Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
 - (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
 - (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
 - (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Client does not wish to be shown or acquire any of Broker's listings.

Notice: If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:

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

9. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

10. CONFIDENTIAL INFORMATION:

- A. During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.
- B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

11. BROKER'S FEES:

- A. **Commission:** The parties agree that Broker will receive a commission calculated as follows:
(1) -- % of the gross sales price if Client agrees to purchase property in the market area; and
(2) if Client agrees to lease property in the market a fee equal to (check only one box): -- % of one month's rent or -- % of all rents to be paid over the term of the lease.
- B. **Source of Commission Payment:** Broker will seek to obtain payment of the commission specified in Paragraph 11A first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.
- C. **Earned and Payable:** A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned and payable*. Broker's commission is *earned* when: (1) Client enters into a contract to buy or lease property in the market area; or (2) Client breaches this agreement. Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of: (1) the closing of the transaction to acquire the property; (2) Client's breach of a contract to buy or lease a property in the market area; or (3) Client's breach of this agreement. If Client acquires more than one property under this agreement, Broker's commissions for each property acquired are earned as each property is acquired and are payable at the closing of each acquisition.
- D. **Additional Compensation:** If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A (including but not limited to marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the specified commission. Client is not obligated to pay any such additional compensation to Broker.
- E. **Acquisition of Broker's Listing:** Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker.
- F. In addition to the commission specified under Paragraph 11A, Broker is entitled to the following fees.
(1) **Construction:** If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: na .
(2) **Service Providers:** If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.
(3) **Other:** na
- G. **Protection Period:** "Protection period" means that time starting the day after this agreement ends and continuing for 30 days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 11G survives termination of this agreement. This Paragraph 11G will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of the Texas Association of REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.
- H. **Escrow Authorization:** Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.
- I. **County:** Amounts payable to Broker are to be paid in cash in Travis County, Texas.



Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant
 Village of Volente

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

Pat Brown & Company 1314 Falcon Ledge #115 Austin, TX 78746
 Phone: (512)479-0801

Fax: (512)366-9656 Pat Brown

Village of Vol

Bee Caves Temporary Special Events Ordinance

ARTICLE 6.03 TEMPORARY SPECIAL EVENTS*

Sec. 6.03.001 Definition

For the purpose of this article, the term “temporary special event” shall be construed to include, but is not necessarily limited to, the following temporary (i.e., not permanent) uses and similar types of uses:

- (1) Carnival or circus;
- (2) Outdoor market or vending from temporary booths, tents, trailers, or other similar devices;
- (3) Stage, set or staging area for the professional filming of motion pictures, documentaries, educational or training films, or other similar media;
- (4) Festival, celebration, or special fundraising event; or
- (5) Any other temporary event or activity (except a temporary retail concession stand - see [article 6.02](#), Temporary Vendor Permits, of this Code of Ordinances) not listed above, and not identified as a permitted use in the zoning regulations (exhibit A of [chapter 32](#)).

(2002 Code, sec. 4.401)

Sec. 6.03.002 Penalty; stop work order; injunctive relief

- (a) Whenever any work is being done contrary to the provisions of this article, the building official may order the work stopped by notice in writing (referred to as a “stop work order”) served on any persons engaged in doing or causing such work to be done. The stop work order shall be posted on the property adjacent to the activity in question, and any such person shall forthwith stop work until authorized by the building official to proceed with the work.
- (b) Any person violating this article, upon conviction, is punishable by a fine in accordance with the general penalty provision found in [section 1.01.009](#) of the city’s Code of Ordinances.
- (c) Any person violating this article is subject to suit for injunction as well as prosecution for criminal violations.

(2002 Code, sec. 4.406)

Sec. 6.03.003 Permit required

Each owner or operator of a temporary special event shall obtain a temporary special event permit from the city to operate within the city. The city administrator or his or her designee shall be authorized to issue such a permit when the application therefor is found to be in compliance with this article. The city administrator, in his or her sole discretion, may forward an application to the city council for approval or denial or in the event that the application is protested, as provided in section 6.03.007. (Ordinance 123, sec. 2, adopted 9/11/12)

Sec. 6.03.004 Required filings

Each owner or operator of a temporary special event shall file with the city a signed and notarized “application for temporary special event” along with a site plan and all of the following additional information:

- (1) Proof of property owner’s and/or operator’s liability insurance which names the city as an additional insured (see [section 6.03.005](#));
- (2) Proof of notification of all adjacent landowners within 200' of any boundary activity of any proposed event;
- (3) A plan or document which describes how the operator will provide for on-site temporary sanitation facilities, including, but not limited to, the proposed method of containment and disposal, on-site locations, capacity, and proof of ADA accessibility;
- (4) Placement and types of all proposed temporary buildings, locations (especially with respect to property lines and setbacks), type(s) of buildings, sizes, proposed uses, and capacities;
- (5) Delineation of parking facilities, location, type of surface treatment(s), parking capacities, parking layout, fire lane delineations, fire lane widths, emergency vehicle turnaround area, and setbacks from residential property lines;
- (6) Delineation of access driveway(s), alignment, width, type of surface treatment(s), setbacks from residential property lines, and distances to any other existing driveways on both sides of the road;

- (7) Proof of state department of transportation (TxDOT) approval of all access driveways' intersections with any state highway, if applicable, and/or proof of county approval of all access driveways' intersections with any county roadway, if applicable;
- (8) Prohibition of on-site camping or sleeping accommodations or uses, except as may be required for security purposes only;
- (9) Agreement to comply with all applicable city codes, regulations, fees and inspections;
- (10) Written plan for the removal of all temporary facilities and temporary improvements, and the complete restoration of the property to the condition it was in before the special event took place;
- (11) Delineation of buffering and screening of parking areas, storage areas, sanitation facilities, solid waste receptacles, and other similar site facilities;
- (12) Temporary outdoor lighting plan and hours of operation for site lighting;
- (13) Noise control plan;
- (14) Dust and erosion control plan;
- (15) Temporary utilities plan;
- (16) Delineation of nonpoint source pollution controls for construction of the temporary site improvements and for the runoff from the buildings, parking areas, storage areas, and driveways (i.e., silt fences and vegetative buffer strips);
- (17) Delineation of all on-site exterior storage areas and how they will be screened from public view and from neighboring properties;
- (18) Identification of all proposed uses of each building and of all exterior areas;
- (19) Identification of allowable hours of use of the site;
- (20) Traffic-control plan, including maximum allowable parking on the site;

- (21) Plan for provision of overflow parking, with off-site shuttle service if necessary, if parking demand exceeds the amount of parking provided on site;
- (22) Complete and accurate description of any potentially hazardous materials that will be stored on site, either in the buildings or on the premises;
- (23) Description, location and placement of all sign(s) to be placed at the event; a sign permit may be required;
- (24) Means for providing safety and security for the site, for the buildings, for users on the site, and for users coming to or leaving the site;
- (25) Overall site ADA accessibility statement review by the state department of licensing and regulation may be required to ensure ADA accessibility;
- (26) Temporary fire control measures; review and approval by the fire chief will be required;
- (27) Daily cleaning of the site for picking up trash, debris and any other foreign matter; and
- (28) If the site is over five (5) acres in size, TCEQ approval will be required.

(2002 Code, sec. 4.403)

Sec. 6.03.005 Insurance

Each owner or operator of a temporary special event shall furnish proof of liability insurance, as well as any other type of insurance that may be deemed appropriate by the city administrator, and shall also name the city as coinsured for personal injury, premises and for \$1,000,000.00 per occurrence. (2002 Code, sec. 4.404)

Sec. 6.03.006 Permit term

The length of time for each permit shall not exceed 183 days unless otherwise approved by the city administrator or the city council for extension for no more than thirty (30) additional days, provided the city administrator or city finds that extending the temporary special event will not be detrimental or injurious to the public health, safety or general welfare. No more than two (2) temporary special event permits may

be issued for any particular land parcel within any calendar year. (Ordinance 123, sec. 3, adopted 9/11/12)

Sec. 6.03.007 Protests

In the event that written objections are received from the owners of 20% or more of the land area covered by the proposed permit or the owners of 20% or more of the land area within 200' of the subject property covered by the proposed permit, the city administrator shall place the application for the permit on the next available meeting agenda of the city council, and a favorable vote of three-fourths of all members of the governing body shall be required to approve such protested application. (Ordinance 123, sec. 4, adopted 9/11/12)

Sec. 6.03.008 Criteria for issuance of a permit

(a) The city administrator or city council shall issue a permit as provided for herein from a consideration of the application and from such other information as may otherwise be obtained, if he, she, or it finds that:

- (1) The conduct of the event will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;
- (2) The conduct of the event will not require the diversion of so great a number of city police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the city;
- (3) The concentration of persons, animals, and vehicles at public assembly points of the event will not unduly interfere with proper fire, police, or ambulance service to the area or areas contiguous;
- (4) The conduct of the event is not reasonably likely to cause injury to persons or property;
- (5) If a parade is involved, the event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;
- (6) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas;
- (7) There are sufficient parking places near the site of the event to accommodate the number of vehicles reasonably expected;
- (8) The applicant has secured police or other security protection;

(9) No special event permit application for the same time and location is already granted or has been received and will be granted;

(10) No special event permit application for the same time but a different location is already granted or has been received and will be granted, and the police resources required for that prior event are so great that, in combination with the subsequent proposed application, the resulting deployment of police services would have any immediate and adverse effect upon the welfare and safety of persons and property; and

(11) No event is scheduled elsewhere in the city where the police resources required for that event are so great that the deployment of police services for the proposed event would have an immediate and adverse effect upon the welfare and safety of persons and property.

(b) No permit shall be granted that allows for the erection or placement of any structure, whether permanent or temporary, on a city street, sidewalk, or right-of-way unless advance approval for the erection or placement of the structure is obtained as part of the permit.

(Ordinance 123, sec. 5, adopted 9/11/12)

Sec. 6.03.009 Nondiscrimination

The city administrator, or city council if applicable, shall uniformly consider each application upon its merits and shall not discriminate granting or denying permits under this article based upon political, religious, ethnic, race, disability, sexual orientation or gender related grounds. (Ordinance 123, sec. 6, adopted 9/11/12)

Sec. 6.03.010 Notice of denial

The city administrator shall act promptly upon a timely filed application for an event permit but in no event shall grant or deny a permit less than five (5) days (120 hours) prior to the event. If the city administrator or city council disapproves the application, he or she shall notify the applicant either by personal delivery or certified mail at least five days prior to the event of his action and state the reasons for denial. (Ordinance 123, sec. 7, adopted 9/11/12)

Sec. 6.03.011 Appeals

(a) Any applicant shall have the right to appeal the denial of an event permit by the city administrator to the city council. The denied applicant shall promptly make the appeal after receipt of the denial by filing a written notice with the city administrator and a copy of the notice with the city secretary, in no event less than eighty-four (84) hours prior to commencement of the proposed event. The city council shall act upon the appeal at the next scheduled meeting following receipt of the notice of appeal unless a special meeting is called for that purpose.

(b) If a proposed event that is the subject of a denial of a permit was scheduled to commence prior to a scheduled meeting of the city council, the council may call a special meeting for the purpose of ruling on the denied applicant's appeal.

(c) In the event that the city council rejects an applicant's appeal or fails to call a special meeting for the purpose of considering the appeal, the applicant may file an immediate request for review with a court of competent jurisdiction

(Ordinance 123, sec. 8, adopted 9/11/12)

Sec. 6.03.012 Notification of public officials

Immediately upon the issuance of an event permit, the city administrator shall send a copy thereof to the following:

- (1) The mayor and city council;
- (2) The chief of police;
- (3) The city attorney; and
- (4) Each department head.

(Ordinance 123, sec. 9, adopted 9/11/12)

Sec. 6.03.013 Duties of permittee; bond and insurance requirements

(a) A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(b) The event chairman or other person heading such activity shall carry the event permit upon his person during the conduct of the event.

(c) Prior to the issuance of a permit, the applicant may be required to file with the city administrator a surety bond in an amount which will cover the estimated costs of barricading, policing and cleaning up the event site and/or parade route. Upon submission of the application, the city administrator shall calculate the estimated costs based on the information contained in the application. If required by the city, the applicant shall deposit cash, money order, or cashier's check (no personal checks will be accepted) sufficient to cover these estimated expenses. This deposit shall be made no later than fifteen (15) days prior to the date which the event is proposed to commence. After the event has been completed, the city administrator shall deduct the costs of barricading, policing and cleaning up the event site and/or parade route from the deposited amount. The city shall then return any remaining balance from the deposit to the permit holder within thirty (30) days after the event. In the event that the city administrator initially underestimated barricading, policing and cleanup costs and there remains a balance due after

applying the deposited amount toward these expenses, the permit holder shall receive from the city a bill for the difference. The city shall provide such bill to the permit holder within two (2) weeks after the event. The payment for the outstanding balance of the cost of the event shall be due to the city within thirty (30) days after the date of the event. The permit holder shall bear all costs relating to traffic-control devices and any on-duty and overtime police required for the event.

(d) Prior to the date of the event, the permit holder shall submit to the city administrator a certificate of insurance showing commercial general liability coverage, including premises operations, independent contractors, personal injury and contractual liability, at a combined single limit of five hundred thousand dollars (\$500,000.00) per occurrence or with approval of the risk manager according to identified risks involved with the event. The city shall be named as an additional insured and provided with at least thirty (30) days' advance notice of cancellation or material alteration of the insurance policy.

(Ordinance 123, sec. 10, adopted 9/11/12)

Sec. 6.03.014 Revocation of permit

The city administrator shall have the authority to revoke an event permit instantly upon violation of the conditions or standards for issuance as set forth in this article or when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the event would have an immediate and adverse effect upon the welfare and safety of persons or property.

(Ordinance 123, sec. 11, adopted 9/11/12)



ORDINANCE NO. 2013-O-3

AN ORDINANCE AMENDING ORDINANCE NO. 2012-O-1 ADOPTING AND APPROVING A MUNICIPAL BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2012.

Whereas, the following amendments are made to the Budget Ordinance for the fiscal year ending Sept. 30, 2013.

<u>From</u>	<u>Amount</u>	<u>To</u>
5100 Attorney	\$3,651.76	5218-Website Maintenance
	\$667.14	5220-Dues, Fees, Subscription
	\$172.30	5222-Utilities, Electric
	\$638.94	5227-Industrial Relations
	\$950.00	5228-Mileage Reimbursement
	\$5,000.00	6600-Payroll Expenses
5215 I. T. Software	\$237.88	6600-Payroll Expenses
	\$427.45	5281-Training Education Staff
5205 Village Cleanup	\$5,000.00	6600-Payroll Expenses
5263 Street Signs	\$2,030.42	5281-Training Education Staff
5282-Training & Educ-Council	\$2,000.00	5281-Training Education Staff
5127-Tax Collection	\$139.00	5270-Repairs & Maintenance
5113-Development Insp. Services	\$1,144.27	5270-Repairs & Maintenance
5128-Advertising & Public Notices	\$127.73	5270-Repairs & Maintenance
	\$627.14	5223-Telephone Internet
5250-Municipal Court Expenses	\$485.50	5264-Tree Trimming
5114-Development Plan Review	\$3,327.20	5264-Tree Trimming
5122-Code Enforcement	\$3,000.00	5264-Tree Trimming
5123-Contract Labor	\$1,000.00	5223-Telephone Internet
5210-Election Expense	828.23	5223-Telephone Internet
5122-Code Enforcement	567.00	5221-Firehall Rental
5210-Election Expense	417.03	5228-Mileage Reimbursement
5122-Code Enforcement	298.70	5212-Office Supplies



5250 Municipal Court Exp.	1986.55	5264-Tree Trimming
5113-Development Insp. Service	7001.73	5264-Tree Trimming
5127-Tax Collection	11.72	5264-Tree Trimming
6099-Capital One Savs.	8980.00	5121-Law Enforcement

Adopted this 4th day of October, 2013.

Frederick Graber, Mayor

Joan Jackson, City Secretary