



Notice of a Meeting of the  
City Council  
of the Village of Volente, TX  
Tuesday, November 19, 2013  
7 p.m.

Notice is hereby given that the Village of Volente, TX will hold a meeting on Tuesday the 19<sup>th</sup> of November, 2013 at 7p.m. in the Council Room of the Volente City Hall, 16100 Wharf Cove, 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. Citizen/Public Communication.
5. Swearing in of elected Council Members.
  - a. Mark Scott
  - b. Chris Wilder
6. Staff Reports
  - a) City Mayor
  - b) City Administrator
  - c) City Secretary/Financial Report/Construction Report

**The Staff and Mayor present the following agenda items (7-8) 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 October 15, 2013 meeting.
8. Presentation, discussion and possible action on the Interlocal Cooperation Agreement for public health services between the City of Austin and the City of Volente.



**Regular Agenda Items:**

9. Nominations for appointment to the Finance Committee (Mark Scott).
10. Presentation, discussion and possible action on the Administrative Ordinance
  - a. Staff Presentation
11. Presentation, discussion and possible action on Special and Temporary Use Permits.
  - a. Staff Presentation
12. Open Public Hearing.
  - a. Citizens Comments.
13. Close Public Meeting.
14. 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.
15. Close Executive Session.
16. Re-Open Public Meeting.
17. Presentation, discussion and possible action of TX Dot mandatory signs and road markings for streets in Village of Volente and possible discussion and action on additional stop sign at intersection of Lime Creek Rd./Wharf Cove/FM 276.
  - a. Staff Presentation.
18. Presentation, discussion and possible action of purchase of information signs for Village of Volente at intersection of residential streets and FM 2769 and Lime Creek.
  - a. Staff Presentation.



19. Presentation, discussion and possible action and approval of the Health Sanitation Ordinance.
  - a. Staff Presentation.
20. Presentation, discussion and possible action to allow the Mayor to enter into negotiations for Law Enforcement Contracts.
21. Recognition of outgoing Council Member Hammond.
22. Adjourn.

I certify that a copy of the above notice of meeting was posted on the Village Office door on the 15<sup>th</sup> day of November, 2013.

Joan Jackson, City Secretary.

A quorum of the Planning & Zoning or BOA may be in attendance at this meeting however, no official action by the Planning & Zoning or BOA shall be taken.

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

Village of Volente

Health and Sanitation Ordinance

ORDINANCE NO. 2013-0-4

**AN ORDINANCE OF THE VILLAGE OF VOLENTE, TEXAS  
RESTRICTING TRASH, GARBAGE, AND UNSANITARY  
CONDITIONS WITHIN THE INCORPORATED CITY LIMITS OF  
THE VILLAGE OF VOLENTE.**

**WHEREAS,** The City Council of the Village of Volente (“City Council”) seeks to promote the health, safety and general welfare to the community by preventing death, injury, property damage and urban blight within the City Limits; and

**WHEREAS,** The City Council finds that the existence of stagnant water and other unsanitary conditions will harbor and attract rodents and insects , will result in the production of disease to the City; and

**WHEREAS,** The City Council finds that the inadequate construction and maintenance of private sewage treatment facilities (septic systems ) will result in increased sanitation problems, will increase disease, and will increase improper treatment and disposal of sewage and waste matter; and

**WHEREAS,** The City Council finds that the existence of rubbish, filth, carrion, and other unsanitary, and unwholesome matter will lower the quality of life for citizens of the City, will harbor, rodents, will increase illegal dumping and littering, will increase fire hazards, and will increase crime by decreasing visibility and access; and

**WHEREAS,** Pursuant to Texas Local Government Code section 51.001 the City Council is authorized by law to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** Pursuant to Texas Local Government Code section 51.032 the City Council is authorized by state law to adopt an ordinance , not inconsistent with the state law , that the City Council considers proper for the government of the City; and

**WHEREAS,** Pursuant to Texas Local Government Code Chapter 217 the City has the statutory authority to define and abate nuisances and impose fines; and

**WHEREAS,** Pursuant to the Texas Health and Safety Code, including but not limited to Chapter 342, the City Council is authorized by law to regulate public health and

46 sanitation within the City in the areas of stagnant water, filth, carrion, and other  
47 unhealthy , unsanitary , and unwholesome conditions; and

48

49 **WHEREAS,** The City Council finds that it is necessary and proper for the good  
50 government, peace, and order of the City and for proper public health and sanitation to in  
51 the City to adopt an ordinance on public health and sanitation that regulates stagnant  
52 water, filth, carrion, and other unhealthy, unsanitary, and unwholesome conditions in the  
53 City;

54

55 **NOW, THEREFORE,** be it ordained by the City Council of the Village of Volente,  
56 County of Travis , State of Texas, that;

57

58

### 1. ENACTMENT CLAUSES

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#### 60 **Popular Name**

61 This Ordinance may be referred to as the Village of Volente’s “Health and Sanitation  
62 Ordinance”

63

#### 64 **Findings of Fact**

65 All of the above premises are hereby found to be true and correct legislative and factual  
66 findings of the City Council of the Village of Volente, and are hereby approved and  
67 incorporated into the body of this Ordinance as if copied in their entirety.

68

#### 69 **Purpose**

70 This Ordinance is adopted to promote the public health, safety, morals and general  
71 welfare within the City through reasonable regulation of nuisances. The purpose of this  
72 Ordinance is to protect the citizenry, prevent pest and vermin, protect air quality and  
73 preserve the water resources of the City.

74

#### 75 **Compliance Required**

76 It shall be unlawful for any person to violate any provisions of this Ordinance.

77

#### 78 **Scope of Jurisdiction**

79 The provisions of this Ordinance shall apply within the incorporated municipal boundary  
80 of the City.

81

#### 82 **Effective Date**

83 This Ordinance shall take effect immediately from and after its passage and publication  
84 as may be required by governing law.

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92 **2. DEFINITIONS**

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94 **(A) General**

95 Words and phrases used in this Ordinance shall have the meanings set forth in  
96 this section. Words and phrases that are not defined in this Ordinance but are  
97 defined in other Ordinances of the City shall be given the meanings set forth in  
98 those Ordinances. Other words and phrases shall be given their common, ordinary  
99 meanings unless the context clearly states otherwise. Headings and captions are  
100 for reference purposes only, and shall not be used in the interpretation of this  
101 Ordinance.

102  
103 **(B) Specific**

- 104  
105 (1) Animal Carcass: The carcass of an animal exposed so that noxious or  
106 disagreeable odors may escape there from and contaminate the air.  
107  
108 (2) Brush Trimmings: Tree and shrub trimmings, which are not susceptible to  
109 placement in regulation containers.  
110  
111 (3) City: The Village of Volente, an incorporated municipality located in Travis  
112 County, Texas  
113  
114 (4) City Limits: The incorporated municipal boundary of the Village of Volente  
115  
116 (5) Code Enforcement Officer: The Code enforcement officer of the Village of  
117 Volente or Officers designee. The term may also include a licensed peace  
118 officer employed by the City.  
119  
120 (6) Debris: Dirt, concrete, rocks, bricks, scrap wood, other waste or building  
121 materials.  
122  
123 (7) Garbage: Waste capable of decay from a public or private establishment or  
124 restaurant. The term includes vegetable, animal, and fish offal and animal and  
125 fish carcasses, but does not include sewage, body waste, or an industrial by-  
126 product.  
127  
128 (8) Junk: Worn out, worthless, discarded material, including odds and ends, old iron  
129 or other metal, glass, and paper  
130  
131 (9) Lot: A lot as defined in the zoning regulations plus any additional real property  
132 located between the property line and curb or the property line and one half the  
133 width of the alley  
134  
135 (10) Offal: Waste meat products or parts of a butchered animal rejected as unfit  
136 for use.  
137

- 138 (11) Person: any human individual, association, corporation, institution, or  
 139 responsible governmental entity occupying, owning, leasing, renting, or residing  
 140 upon a lot that is subject to this Ordinance. The fact that a person is a present  
 141 occupant of the premises shall be *prima facie* evidence that the person has  
 142 supervision and control of said property. If the premises are unoccupied, the fact  
 143 that the current person is listed by the current tax roll as the owner shall be  
 144 *prima facie* evidence that the person is the owner and has supervision and  
 145 control of said lot.  
 146
- 147 (12) Refuse: means garbage, rubbish, junk, paper, and other waste both capable  
 148 and not capable of decay, including vegetable matter and fish and animal  
 149 carcasses.  
 150
- 151 (13) Rubbish: waste not capable of decay from a public or private  
 152 establishment.  
 153
- 154 (14) Sanitary: A condition of good order and cleanliness that precludes the  
 155 probability of disease transmission.  
 156
- 157 (15) Trash: Animal carcasses, garbage, debris, junk, offal, refuse, rubbish, and,  
 158 as herein defined, including construction trash.  
 159
- 160 (16) Undeveloped lot, tract, or parcel of land: Land that has not been cleared  
 161 either fully or partially, and is in an undisturbed, natural condition for the  
 162 Village of Volente area of the State of Texas.  
 163

164 **Burning**

165  
 166 It shall be unlawful for any person to burn any non vegetative matter at any time  
 167 within the incorporated city limits of the Village of Volente. The burning of  
 168 brush, leaves, and yard trimmings is permitted provided said burning does not  
 169 cause a health and safety hazard or nuisance to surrounding property owners and  
 170 or tenants, or if this is not a burn ban in effect.  
 171

172 **Depositing, Dumping**

173  
 174 It shall be unlawful for any person to dump, place, deposit, or throw, or otherwise  
 175 dispose of any trash of any kind on public or private property. A violation of this  
 176 section shall constitute a trespass on said property when committed against or  
 177 upon any public property or property owned or occupied by another person.  
 178 Violations of this section shall include but are not limited to the following:  
 179

- 180 (1) Vegetation and Trimmings: The throwing , placing, dumping, or depositing of  
 181 any lawn trimmings, hedge trimmings, or other cuttings or trimmings of  
 182 weeds, flowers, or other vegetation on or in any gutter, street, sidewalk,

183 parkway, driveway, curb, alley, or any other public property of the City, or in  
184 or on any lot, vacant or occupied, driveway or other private property.

185  
186 (2) Trash: The throwing, placing, dumping or depositing of any garbage or refuse  
187 of any kind on or in any gutter, street, sidewalk, parkway, driveway, curb,  
188 alley, or any other public property of the City, or on any private lot, vacant or  
189 occupied, other private property.

190  
191 (3) Unsanitary Matter: the throwing, placing, dumping, or depositing of any  
192 animal, vegetable or mineral matter or any composition or residue thereof,  
193 which is in an unsanitary condition or injurious to public health on or in any  
194 gutter, street, sidewalk, parkway, driveway, curb, alley or any other public  
195 property of the City, or on or in any lot vacant or occupied, driveway or other  
196 private property.

197  
198  
199 Trash that has been properly disposed of in accordance with the garbage collection  
200 provisions of this code shall be exempt from this section

201  
202 **Unsanitary Conditions on Property**

203  
204 It shall be unlawful for any person to permit any of the following unsanitary conditions to  
205 exist on, or emanate from, any such lot, tract, or parcel of land:

206  
207 (1) stagnant water or any collection of water that may allow the breeding of  
208 insects, exposed animal carcasses, or any other open drain, sewer, or  
209 cesspool;

210  
211 (2) any waste products, offal, polluting material, spent chemicals, liquors,  
212 brines, garbage, rubbish, refuse, sewage, used tires or other waste of any  
213 kind that is stored, deposited or disposed in a manner that may cause the  
214 pollution of the surrounding land, the contamination of groundwater or  
215 surface water or the breeding of insects or rodents; or

216  
217 (3) any waste products, offal, polluting material, spent chemicals, liquors,  
218 brines, garbage, rubbish, refuse, sewage, used tires or other waste of any  
219 kind that is accumulating in, being discharged into or flowing into or onto  
220 any gutter, street, sidewalk, parkway, driveway, curb, alley or any other  
221 public property of the City, or in or on any lot, vacant or occupied, driveway  
222 or other private property.

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224 (4) Any garbage or waste receptacle or container that is in an unsanitary  
225 condition.

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229 **Inspection of Premises**

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231 The Code Enforcement Officer may inspect or cause to be inspected any property that is,  
232 or for which the Officer has probable cause to believe is in an unsanitary condition or  
233 otherwise offensive in violation of this Ordinance. In order to perform inspections of  
234 private properties reasonably suspected of being in violation of this Ordinance but which  
235 is not in plain view, the Officer is authorized to seek a search warrant from any judge of  
236 competent jurisdiction.

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238 **Remediation Required**

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240 It shall be the duty of any person to: (I) remove all vegetation, trimmings, garbage and  
241 refuse; (II) remove or cause to be removed any and all unsafe or unsanitary junk; (III) fill,  
242 drain, repair, remove or clean any condition on such lot, tract, parcel of land or portion  
243 thereof that is in violation of this Ordinance, or take any and all other corrective or  
244 remediation action necessary to comply with this Ordinance, as often as may be  
245 necessary.

246

247 **Animal Carcasses- Nuisance**

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249 (a) No person shall place or deposit the exposed carcass of any animal on any street,  
250 alley, highway or public place or on private property.

251

252 (b) No person shall allow or permit any animal that has died, at which at the time of  
253 death was owned or controlled or kept by such person, to be in or upon any street,  
254 alley, lot or other place in the City, such person shall cause the carcass to be  
255 disposed of in a sanitary manner.

256

257 (c) An exposed animal carcass is deemed to be a nuisance and a danger to the public  
258 health, safety and welfare. Notwithstanding any other remedy or remedies  
259 available to the City under this section or any other ordinance or statute, the Code  
260 Enforcement Officer, or any other City employee or their designee may enter  
261 upon any premises, whether public or private, where an animal carcass is located  
262 to retrieve it and dispose of it in compliance with this section if;

263

264 (1) the carcass has reached a stage of decomposition or the environmental  
265 conditions are such noxious odors are emanating from the carcass, or  
266 insects, vermin or any other animals have been drawn to the site; or

267

268 (2) The exposed animal carcass is not disposed of in compliance with  
269 subsection hereof within 24 hours of the animal's death.

270

271 Any expenses incurred by the City for such removal shall be deducted from the  
272 commercial value derived from the carcass, if any, or assessed against the owner of the  
273 animal along with any penalty or penalties for violation of this section.

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275 **Notice**

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(a) In the event that the person shall fail to comply with the requirements of remediation of this Ordinance, notice of such violation shall be given prior to exercising the authority granted in this Ordinance.

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(b) Such notice shall be given:

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(1) Personally to the owner in writing;

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(2) By letter addressed to the owner at the owner's address as recorded in the appraisal district's records; or

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(3) If personal service cannot be obtained , notice may be given by:

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(A) By publication at least once;

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(B) Posting the notice on or near the front door of each building on the property to which the violation relates; or

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(C) Posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

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(4) if a municipality mails a notice to a property owner in accordance with subsection (b) and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered as delivered.

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(c) Annual Notice: After a property owner has been given one (1) notice of violation on a lot, tract, or parcel of land, annual notice may be given to the property owner. If the City opts to provide Annual Notice, such notice shall be mailed to the owner at the address recorded with the appraisal district and posted on the property. Once the City has given such annual notice, no further notice shall be required prior to abatement for that lot, tract, or parcel of land for a one (1) year period. If the City does not receive notice in a change of ownership, the City may abate any nuisance contained on the property covered by this Ordinance without further notice and assess expenses to the owner.

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(d) Contents of Notice: The notice of violation shall at a minimum contain the following:

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(1) The name of the owner, if known, of the premises proposed to be entered upon by the City;

(2) The address or legal description of the premises proposed to be entered upon by the City;

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(3) The offending conditions existing on the lot, tract or parcel of land;

(4) A statement that the recipient has Thirty (30) days for junk and seven (7) days for unsanitary conditions or immediate threats to the health, safety, and welfare from the date of notice to correct the violation, that if he/she fails to do so, the City will enter the premises and remedy the same, and that the City is entitled to attach a lien to the property to secure payment for services rendered; and

(5) A statement that the recipient is entitled to a hearing.

(e) If annual notice is given, it shall state, in addition to the foregoing, that the City may enter upon the premises to remedy any violation at thirty (30) day intervals during the year.

(f) Owner Requested Work: In the event the owner of any such property requests that the City do such work as is necessary in order to abate or prevent a violation of this chapter, then such request will negate the requirement for notification of violation by the City, and the City will have the same remedies as hereinafter set forth.

(g) Exception: Notwithstanding the foregoing provisions, the City may abate, without prior notice, any unsanitary conditions, animal carcasses are an immediate danger to health, life, or safety of any person.

#### **Abatement, Expenses, and Lien**

(a) Abatement: If the owner of any lot, tract, parcel of land or portion thereof does not comply with the provisions of this Ordinance within seven (7) days of receipt of Notice of Violation, the City or its Agents may:

(1) Enter upon such premises and do such work as necessary , or cause the same to be done, in order that the premises may comply with the requirements set forth in this Ordinance; and

(2) Pay for the work or improvements made and the charge the expenses to the owner of the property.

(b) Assessment of Expenses and Lien

(1) The City designee may assess expenses incurred by the City in exercising the Authority granted in this section. The City attorney, or an assigned representative, may file a lien statement with the county clerk of Travis County of such expenses including administrative, filing and publication costs incurred in abating the unsanitary condition on said premises. The lien statement must state the name of the owner, if known, and a legal description of the property. The City shall have a privileged lien on such

367 lot, tract, or parcel of land, second only to tax liens and liens for street  
368 improvements, for the expenses incurred, together with interest at the rate  
369 of TEN Percent (10%) per year on the amount due from the date the City  
370 paid or incurred such expenses. For any such expenditures and interests,  
371 suit may be instituted and recovery and foreclosure had in the name of the  
372 City, and the statement of expenses or a certified copy thereof shall be  
373 *prima facie* proof of the amount expended in any such work performed by  
374 the City.  
375

376 (2) The Code Enforcement Officer shall execute and file a release of lien for  
377 the subject property with the County Clerk of Travis County within a  
378 reasonable time after payment of the amount due on the property including  
379 interest through the date of payment  
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381  
382 (c) Hearing: Any person or entity receiving an abatement notice under this Ordinance  
383 (with the exception of section (g) under the heading Notice in this Ordinance)  
384 shall have a right to meet with the code enforcement officer and City  
385 Administrator or his designee within ten (10) days of receipt of such notice to  
386 assert any legal defense as to why the City should not proceed with the abatement  
387 and attachment of a lien as provided in this Ordinance.  
388

## 389 7. ENFORCEMENT

- 390  
391 (a) Civil and Criminal Penalties: The City shall have the power to administer and  
392 enforce the provisions of this Ordinance as may be required by governing law.  
393 Any person violating any provisions of this Ordinance is subject to suit for  
394 injunctive relief as well as prosecution for criminal violations. Any violation of  
395 this Ordinance is hereby declared to be a nuisance.  
396  
397 (b) Criminal Prosecution: Any person violating any provisions of this Ordinance  
398 shall, upon conviction, be fined a sum not exceeding two thousand dollars  
399 (\$2,000.00) (might want to lower this to \$500.00 to start) per occurrence. Each  
400 day that a provision of this Ordinance is violated shall constitute a distinct and  
401 separate offense. An offense under this Ordinance is a misdemeanor.  
402  
403 (c) Civil Remedies: Nothing in this Ordinance shall be construed as a waiver of the  
404 City's right to bring a civil action to enforce the provisions of this Ordinance and  
405 to seek remedies as allowed by law, including but not limited to the following:  
406  
407 (1) Injunctive relief to prevent specific conduct that violates the Ordinance or  
408 to require specific conduct that is necessary for compliance with the  
409 Ordinance; and  
410  
411 (2) a civil penalty up to one thousand dollars (\$1,000.00) a day when it is  
412 shown that the defendant was actually notified of the provisions of this

413 Ordinance and after receiving notice committed acts in violation of the  
414 Ordinance or failed to take action necessary for compliance with this  
415 Ordinance;

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417 (3) Other available relief.

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## 8. REPEALER

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423 All ordinances or parts of Ordinances in force when the provisions of this Ordinance  
424 become effective which are inconsistent or in conflict with the terms and provisions  
425 contained in this Ordinance are hereby repealed only to the extent of any such conflict.

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## 9. SEVERABILITY

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430 It is hereby declared to be the intention of the City Council that the phrases, clauses,  
431 sentences , paragraphs and sections of this Ordinance be severable, and if any phrase ,  
432 clause, sentence, paragraph, or section of this Ordinance shall be declared  
433 unconstitutional by the valid judgment or decree of any court of competent jurisdiction,  
434 such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences,  
435 paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be  
436 enforced as written.

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## 10. PROPER NOTICE AND MEETING

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440 It is hereby official found determined that the meeting at which this ordinance was passed  
441 was open to the public as required and that public notice of the time, place and purpose of  
442 said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas  
443 Government Code. Notice was also provided as required by Chapter 52 of the Local  
444 Government Code.

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## 11. PUBLICATION

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448 The City Council hereby directs the City Secretary to publish the caption of this  
449 Ordinance in compliance with the requirements of the Texas Local Government Code

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## 12. EFFECTIVE DATE

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453 This Ordinance shall take effect immediately from and after its adoption and it is  
454 accordingly so ordained.

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459 Approved this the day of 2013.

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\_\_\_\_\_  
Justine Blackmore Hallista, Mayor

Attest: \_\_\_\_\_  
Joan Jackson, City Secretary

**TRANSPORTATION AND NATURAL RESOURCES**

**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

---



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

11/13/13

Barbara,

Attached are the estimate and list of items you have requested of Travis County to be completed for Village of Volente. I understand you have coordinated with our Signs and Striping Manager, Jaime Garcia in creating this list. Please review the list of items and the attached estimate for these items to be completed. If you agree with this list and estimate, please coordinate with Christina Jensen for payment in advance. The total estimated cost for all work is \$3,935.53. If you have any other questions, you can always give me a call at 512-854-7650.

Thanks.

David Greear, P.E.  
Traffic Program Manager  
Transportation Natural Resources

**Village of Volente**

**Booth Circle:**

**2 stop bars**

**4 OM-3 (object markers)**

**Crosswalk installed (paint or thermoplastic)**

**RR 2769 at Lime Creek:**

**Crosswalk (paint or thermoplastic)**

**Dood St:**

**Stop bar**

**At lakeview St and Dodd St – move "No Outlet" and "No Parking" signs across street**

**Lakeview St:**

**RPMS (raised pavement markers) installed at 20 feet apart for 140 feet length**

**2 Speed Limit 30**

**Jackson St:**

**Stop bar**

**Sharp Curve Warning sign needed**

**Speed Limit 25 needed at Arren Terr**

**Arren Terr at Sherman St:**

**Stop sign replacement**

**Sherman St at Bernard:**

**Sharp Curve (left) sign needed**

**Speed Limit 25 by Lime Creek Rd**

**Stop bar needed**

**Beauregard Dr. at Lime Creek Rd:**

**Stop bar**

**West Dr. at Lime Creek :**

**Stop bar**

**Speed Limit 30**

**Stop sign needed at West Dr. where it meets Joy and Sharon streets**

**Lime Creek at RR 2769 :**

**Stop bar**

**Debbie Dr. :**

**Stop bar needed**

**Stop sign replaced**

**Davy Dr. :**

**Stop Bar and repair sign**

**Reed Dr at RR 2769:**

**Stop Bar and Stop sign replaced**

**Speed Limit 30 needed**

**Randolf at Reed:**

**Stop bar needed**

**Speed Limit 30**

**Mack Canyon.**

**Stop bar**

**Speed Limit 30**

**Note: The Texas Manual on Uniform Traffic Control Devices (TMUTCD) has done away with all "Children at Play" signs.**

**Also, the rumble stripes is not allowed by in an area with speed limit lower than 30 mph.**

COUNTY OF TRAVIS  
ESTIMATE COST QUOTE - Village of Volente

UNIT	COST	Units	UOP	TOTALS
Road Maintenance Supervisor	\$36.00		per hour	2
	\$72.00			
ROAD MAINTENANCE WORKER, SR	\$25.75		per hour	16 hours
	\$412.00			
ROAD MAINTENANCE WORKER				
EQUIPMENT OPERATOR, SR	\$32.00		per hour	6 hours
	\$192.00			
EQUIPMENT OPERATOR	\$28.00		per hour	6 hours
	\$168.00			
Sign Tech	\$23.70		per hour	8 hours
				\$189.60
1-TON TRUCK	\$7.00		per hour	16 hours
	\$112.00			
Sign Truck	\$49.00		per hour	16
				\$784.00
MATERIAL USED:				
Paint	\$10.35	gallon 5	gallons	\$51.75
Thermoplastic 24"	\$5.75	LF 120	LF	\$690.00
Thermoplastic 12"	\$2.88	LF 60	LF	\$172.80
30" FOOTING	\$7.98	each 5		\$39.90
Panels 1" x 8" x 8'				
11 FT POLE	\$17.98	each 5		\$89.90
barricade sheeting (red/white) 8 ft				
SIGN CAP				
Green"U" Channel Post	\$6.27	each 30		
	\$188.10			
SIGN CROSS TEE	\$3.49	each 5		\$17.45
SIGNS FABRICATED**				
STOP	\$23.86	each 5		\$119.30
Speed Limit 30" x 30"	\$20.12	each 8		
	\$160.96			
OM-3 36" x 12"	\$25.15	each 4		\$100.60
OM2-2V 12" x 6"	\$2.98	each 30		\$89.40
Sub-Total				\$3,577.76
10% Adminstrative Cost				\$357.77
Estimated Overall Cost				\$3,935.53
## Estimated total. Will change depending on actual hours worked.				

\*\* Sign cost varies according to size.

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

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Revenue</b>			
<b>Revenue</b>			
1220 · Cap Metro	0.00	14,500.00	-14,500.00
4010 · Real Property Tax - Current Yr	2,750.49		
4020 · Penalties & Interest	0.00	25.00	-25.00
4030 · Mixed Beverage Sales Tax	1,448.34	1,586.31	-137.97
4050 · Sales & Use Taxes	5,814.42	4,377.81	1,436.61
4060 · Municipal Court Fees	0.00	100.00	-100.00
4401 · Subdivision Review Fee	0.00	2,500.00	-2,500.00
4402 · Sign Permit Fees	-20.00	250.00	-270.00
4403 · Admin fees	0.00	100.00	-100.00
4700 · Interest Earned /Savs/MMA	0.00	83.61	-83.61
4998 · Farmers Market	0.00	0.00	0.00
4999 · Uncategorized Income	0.00	3.00	-3.00
<b>Total Revenue</b>	<u>9,993.25</u>	<u>23,525.73</u>	<u>-13,532.48</u>
<b>Gross Profit</b>	9,993.25	23,525.73	-13,532.48
<b>Expense</b>			
5024 · TML Retirement	0.00	445.00	-445.00
5026 · Employment Taxes	0.00	0.00	0.00
5028 · Emp Benefits Ins	1,024.29	1,024.29	0.00
5100 · Attorney	3,474.53	3,945.90	-471.37
5113 · Development Inspection Serv Rel	0.00	500.00	-500.00
5114 · Development Plan Review Reimb	2,260.50	197.00	2,063.50
5115 · Professional Services Non Reimb	284.00	250.00	34.00
5122 · Code Enforcement Labor	525.28	1,050.56	-525.28
5123 · Contract Labor			
5121 · Contract Police Services	1,250.00		
5123 · Contract Labor - Other	657.18	100.00	557.18
<b>Total 5123 · Contract Labor</b>	<u>1,907.18</u>	<u>100.00</u>	<u>1,807.18</u>
5124 · Miscellaneous/Reimbursement	0.00	0.00	0.00
5127 · Tax Collection - Travis Co	0.00	990.49	-990.49
5128 · Advertising/Public Notices	945.00	83.00	862.00
5210 · Election Expense	356.37	100.00	256.37
5211 · Events			
5201 · Farmers Market	0.00	0.00	0.00
5211 · Events - Other	44.52	0.00	44.52
<b>Total 5211 · Events</b>	<u>44.52</u>	<u>0.00</u>	<u>44.52</u>
5212 · Office Supplies - General			
5209 · Office Supply for Public Use	94.31		
5212 · Office Supplies - General - Other	231.26	433.33	-202.07

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

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Total 5212 - Office Supplies - General</b>	<b>325.57</b>	<b>433.33</b>	<b>-107.76</b>
5213 - Office Supplies printing	252.30	250.00	2.30
5214 - Office Supplies - Postage	365.99	66.63	299.36
5215 - I.T. Software	0.00	41.67	-41.67
5216 - Equipment Rental	529.90	380.00	149.90
5218 - Website Maintenance	-1.07	2,000.00	-2,001.07
5219 - Books & Publications	0.00	250.00	-250.00
5220 - Dues, Fees, & Subscriptions	54.40	300.00	-245.60
5221 - Firehall Rental	0.00	0.00	0.00
5222 - Utilities - Electric	137.25	274.11	-136.86
<b>5223 - Telecommunications &amp; Internet</b>			
5226 - Cellular Phone Reimbursement	0.00	125.00	-125.00
5231 - Internet Telephone Service	74.58		
5223 - Telecommunications & Internet - Other	51.56	296.29	-244.73
<b>Total 5223 - Telecommunications &amp; Internet</b>	<b>126.14</b>	<b>421.29</b>	<b>-295.15</b>
5227 - Industrial Relations	159.23	100.00	59.23
5228 - Mileage Reimbursement	925.55	325.00	600.55
5240 - Insurance, Liab/workers comp	1,581.86	250.00	1,331.86
5250 - Municipal Court Expenditures	100.00	100.00	0.00
5259 - Park Maintenance	125.00	125.00	0.00
5260 - ROW Herbicide	0.00	0.00	0.00
5262 - Roads & ROW Emergency Repairs	240.00		
5264 - Tree Trimming	9,100.00	12,500.00	-3,400.00
5267 - Transfer to Parkland	0.00	0.00	0.00
5269 - Parkland Inf Development	0.00	0.00	0.00
5270 - Repairs & Maint	0.00	414.33	-414.33
5281 - Training & Ed - St	100.00	500.00	-400.00
5282 - Training & Ed - Council	0.00	500.00	-500.00
5300 - Office Space Lease	2,000.00	2,000.00	0.00
5301 - Burglar Alarm	0.00	33.00	-33.00
5304 - Facilities Maintenance	0.00	50.00	-50.00
66000 - Payroll Expenses	9,647.50	9,634.00	13.50
<b>Total Expense</b>	<b>36,591.29</b>	<b>39,634.60</b>	<b>-3,043.31</b>

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

	<u>% of Budget</u>
<b>Ordinary Revenue</b>	
<b>Revenue</b>	
1220 · Cap Metro	0.0%
4010 · Real Property Tax - Current Yr	
4020 · Penalties & Interest	0.0%
4030 · Mixed Beverage Sales Tax	91.3%
4050 · Sales & Use Taxes	132.82%
4060 · Municipal Court Fees	0.0%
4401 · Subdivision Review Fee	0.0%
4402 · Sign Permit Fees	-8.0%
4403 · Admin fees	0.0%
4700 · Interest Earned /Savs/MMA	0.0%
4998 · Farmers Market	0.0%
4999 · Uncategorized Income	0.0%
<b>Total Revenue</b>	<u>42.48%</u>
 <b>Gross Profit</b>	 42.48%
 <b>Expense</b>	
5024 · TML Retirement	0.0%
5026 · Employment Taxes	0.0%
5028 · Emp Benefits Ins	100.0%
5100 · Attorney	88.05%
5113 · Development Inspection Serv Rel	0.0%
5114 · Development Plan Review Reimb	1,147.46%
5115 · Professional Services Non Reimb	113.6%
5122 · Code Enforcement Labor	50.0%
5123 · Contract Labor	
5121 · Contract Police Services	
5123 · Contract Labor - Other	<u>657.18%</u>
<b>Total 5123 · Contract Labor</b>	<b>1,907.18%</b>
5124 · Miscellaneous/Reimbursement	0.0%
5127 · Tax Collection - Travls Co	0.0%
5128 · Advertising/Public Notices	1,138.55%
5210 · Election Expense	356.37%
5211 · Events	
5201 · Farmers Market	0.0%
5211 · Events - Other	<u>100.0%</u>
<b>Total 5211 · Events</b>	<b>100.0%</b>
5212 · Office Supplies - General	
5209 · Office Supply for Public Use	
5212 · Office Supplies - General - Other	<u>53.37%</u>

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

	<u>% of Budget</u>
<b>Total 5212 · Office Supplies - General</b>	<b>75.13%</b>
5213 · Office Supplies printing	100.92%
5214 · Office Supplies - Postage	549.29%
5215 · I.T. Software	0.0%
5216 · Equipment Rental	139.45%
5218 · Website Maintenance	-0.05%
5219 · Books & Publications	0.0%
5220 · Dues, Fees, & Subscriptions	18.13%
5221 · Firehall Rental	0.0%
5222 · Utilities - Electric	50.07%
<b>5223 · Telecommunications &amp; Internet</b>	
5226 · Cellular Phone Reimbursement	0.0%
5231 · Internet Telephone Service	
5223 · Telecommunications & Internet - Other	<u>17.4%</u>
<b>Total 5223 · Telecommunications &amp; Internet</b>	<b>29.94%</b>
5227 · Industrial Relations	159.23%
5228 · Mileage Reimbursement	284.79%
5240 · Insurance, Liab/workers comp	632.74%
5250 · Municipal Court Expenditures	100.0%
5259 · Park Maintenance	100.0%
5260 · ROW Herbicide	0.0%
5262 · Roads & ROW Emergency Repairs	
5264 · Tree Trimming	72.8%
5267 · Transfer to Parkland	0.0%
5269 · Parkland Inf Development	0.0%
5270 · Repairs & Maint	0.0%
5281 · Training & Ed - St	20.0%
5282 · Training & Ed - Council	0.0%
5300 · Office Space Lease	100.0%
5301 · Burglar Alarm	0.0%
5304 · Facilities Maintenance	0.0%
66000 · Payroll Expenses	<u>100.14%</u>
<b>Total Expense</b>	<b><u>92.32%</u></b>

**State of Texas**

**County of Travis**

**OATH OF OFFICE**

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

I, Mark Scott , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Member for the Village of Volente City Council 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.

Signed this 19<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Signature of Officer

**State of Texas**  
**County of Travis**

Sworn to and subscribed before me this 19<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Frederick Graber, Mayor

Attest:

\_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT  
FOR PUBLIC HEALTH SERVICES BETWEEN  
THE CITY OF AUSTIN AND THE CITY OF VOLENTE**

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Volente, Travis County, a municipal corporation and political subdivision of Texas ("Volente").

**RECITALS**

Austin and Volente have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a health department to provide for and promote the public health through the enforcement of laws and ordinances governing activities affecting the public health in Austin.

Volente desires that certain laws intended to secure and protect the general welfare of its citizens be enforced.

Austin has experienced and trained personnel that can provide inspection services to Volente in a way that would be more efficient than efforts by Volente to provide those services directly.

Austin and Volente have the authority to enter into this Agreement under Chapter 791 of Texas Government Code, and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are acknowledged, Volente and Austin agree as follows:

**1.0 DEFINITIONS**

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 "Director" means the Director of the City of Austin Health and Human Services Department.
- 1.03 "Food Enterprise" has the same meaning set forth in the Austin City Code, including mobile or temporary food vendors or food processing plants.
- 1.04 "Mayor" means the Mayor of Volente or his successor.
- 1.05 "Fiscal Year" means the twelve (12) month time period between October 1 and September 30 of the following year.

**2.0 AGREEMENT TERM**

**Initial Term.** This Agreement will be effective for a term beginning October 1, 2013 and ending September 30, 2014, unless sooner terminated under the terms of this Agreement. It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

**Renewal Term(s).** This Agreement may be renewed for an additional four (4) successive one-year terms upon written approval of the parties, for a total of five (5) years.

**3.0 RESPONSIBILITIES OF AUSTIN**

**3.01 Austin shall:**

**3.01.1** Conduct inspections and administer and enforce state laws and Volente' ordinances regulating Food Enterprises. More specifically, Austin shall conduct plan review, permit issuance, inspections and complaint investigations.

**3.01.2** Conduct inspections and administer and enforce state laws and Volente's ordinances, (if any), regulating to public swimming pools. More specifically, Austin shall conduct plan review, permit issuance, inspections and complaint investigations.

**3.01.3** Conduct environmental inspections of child care centers, foster and adoptive homes as requested..

**3.01.4** Prepare and maintain case files on inspections made and inform Volente of the results of such inspections and any recommendations for action by Volente

**3.01.5** Make staff available for testimony in court proceedings in the event suit is brought regarding the services provided under this Agreement or Volente' enforcement actions.

**3.02 Austin shall have no duty to:**

**3.02.1** Initiate or prosecute any civil or criminal suit on any complaint or case investigated under this Agreement.

**3.02.2** Schedule or conduct enforcement hearings.

**3.02.3** Assess or collect any penalties, fines or liens.

3.03 Enforcement of state law(s) and any applicable Volente' ordinances shall include, on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the presentation of testimony and evidence in administrative hearings before the Volente' Council or its designee.

#### 4.0 RESPONSIBILITIES OF VOLENTE

4.01 Volente shall:

4.01.1 Authorize personnel of the City of Austin Health and Human Services Department to act as its agents in enforcing state law and any applicable ordinances of Volente.

4.01.2 Provide Austin with certified copies of any Volente ordinances intended to be enforced through this Agreement.

4.01.3 Schedule and conduct any enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

#### 5.0 MUTUAL RESPONSIBILITIES

Austin and Volente agree to meet annually to establish and evaluate operating policies and procedures and to make such adjustments or changes as may be of mutual benefit.

#### 6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Volente grants to Austin the exclusive right to bill, collect and retain all inspection, permit and other fees listed on Exhibit A from residents and businesses located within the corporate limits of the Volente. By approving this Agreement, Volente hereby adopts the fees described on Exhibit A, waives all rights to these fees and designates Austin as its exclusive agent for purposes of providing the services described in this Agreement and collecting the fees listed on Exhibit A, which is incorporated herein for all purposes. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures. Fees are subject to change with Council action through budget approval process

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect. Volente agrees to promptly take action against a citizen or business that fails to pay a fee in a timely manner.

**7.0 ENTIRE AGREEMENT**

**Entire Agreement:** All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

**8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS**

**8.01** Austin, on behalf of Volente, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Volente shall be entitled to make and retain such copies as may be necessary to document its work.

**8.02** Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the conclusion of the records retention period required by the Health and Human Services Department or the completion by Volente of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations, whichever occurs later.

**8.03** Volente Access. Austin shall give Volente, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

**8.04** Volente Audit. Volente has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Volente, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Volente' expense, any document, materials or information necessary to facilitate these audits.

**8.06** Austin Access. Volente shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to examine all book, records, accounts, reports, files, and other papers, things or property belonging to or in use by Volente pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Volente. As requested by Austin, Volente shall certify to Austin those financial records relating to the performance of this Agreement.

9.0 AGENCY

Agency. The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Volente. However, no employee of Austin shall be considered an employee of Volente for purposes of gaining any rights or benefits due to an employee of Volente pursuant to Volente' personnel policies.

10.0 MONITORING

On-Site Monitoring. Volente has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party has failed to comply with any term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 If, during the budget planning and adoption process, Volente or Austin City Council fails to provide funding sufficient to meet its obligations under this Agreement for that entity's fiscal year.

11.03 Procedure. In the event of termination under Section 11.02.2 or 11.02.3 above, the party desiring to terminate shall notify the other party in compliance with the Notice provisions of this Agreement of the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Without Cause Termination. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

## 12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

## 13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Volente or its agents arising from the performance of duties or responsibilities under this Agreement. Volente shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or its employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Volente relating to the performance of the obligations under this Agreement, the party receiving notice shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to these claims or actions.

## 14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing, and may be delivered by courier or sent postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Volente Address. The address of the Volente for all notices under the Agreement shall be:

City Manager  
City of Volente  
1102 Lohmans Crossing  
Volente, Texas 78734

14.03 City of Austin Address. The address of Austin for all purposes under this Agreement and for all notices hereunder shall be:

Carlos Rivera, Director  
Health and Human Services Department  
7201 Levander Loop, Building E  
Austin, Texas 78702

With a copy to:

David Lopez, Chief Sanitarian  
City of Austin Health and Human Services Department  
P.O. Box 142529  
Austin, Texas 78714

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with 14.01.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and Volente shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Volente laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Volente and Austin, respectively, under this Agreement are specifically reserved and any payment, act or

omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 **Non-Waiver.** One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 **Immunity or Defense.** It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Volente waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 **No Joint Venture or Joint Enterprise/No Third Party Beneficiaries.** This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

#### 18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

#### 19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

#### 20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

#### 21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not

constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

**22.0 INTERPRETATIONAL GUIDELINES**

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Volente has declared a holiday for its employees these days shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

**23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS**

Approval of this Agreement by the City Council of Volente constitutes Volente' designation of qualified personnel of the City of Austin Health and Human Services Department as Code Enforcement Officers of Volente to enforce Volente' ordinances as provided in the Agreement and to collect fees listed on Exhibit A.

Executed on this the 26 day of September, 2013.

**CITY OF VOLENTE**

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

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

**CITY OF AUSTIN**

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

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

**EXHIBIT A**

Fees are subject to change with Council action through budget approval process

**City of Austin**

<b>Food Service, Retail Food, Food Processing Plant or Warehouse</b>	<b>Fees</b>
1 to 9 employees	\$310
10 to 25 employees	\$435
26 to 50 employees	\$620
51 to 100 employees	\$805
Over 100 employees	\$990
Expired Permit Late Fee	\$100
<b><u>Mobile Vendor</u></b>	
Unrestricted/Unit	\$210
Restricted/Unit	\$ 90
<b><u>Temporary Food Establishments</u></b>	
2 Calendar days or less	\$35/booth
3-5 calendar days	\$70/booth
6-14 calendar days	\$90/booth
Expired Permit	\$100
<b><u>Food Enterprise Plan Review</u></b>	
New construction or Change of Owner	\$250
Remodel or Permitted Facility	
>10,000 sq. ft.	\$250
2,500-10,000 sq. ft.	\$165
<2,500 sq. ft.	\$ 85
<b><u>Other Inspections</u></b>	
Certificate of Occupancy	\$165
Change of Ownership/inspection	\$165
Re-inspection	\$150
Inspection conducted outside of Normal work hours	\$120
Custodial Inspection	\$ 60
<b><u>Swimming Pools/Spas</u></b>	
Swimming Pool Permit	\$200
Spa Permit	\$200
Additional Spa	\$ 75
Late Permit Renewal Fee	\$100
Pool/Spa Plan Review	\$200
Certificate of Occupancy (C.O.)	\$135
C.O. Permit Re-inspections	\$135
Permit Re-inspection	\$135
Inspection Conducted Outside of Normal work hours	\$120



**State of Texas**

**County of Travis**

**OATH OF OFFICE**

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

I, Christopher R. Wilder , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Member for the Village of Volente City Council 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.

Signed this 19<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Signature of Officer

**State of Texas**  
**County of Travis**

Sworn to and subscribed before me this 19<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Frederick Graber, Mayor

Attest:

\_\_\_\_\_

Village of Volente  
Profit & Loss Budget Performance  
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>Oct 13</u>
<b>Ordinary Revenue</b>			
<b>Revenue</b>			
1220 - Cap Metro	0.00	14,500.00	0.00
4010 - Real Property Tax - Current Yr	2,750.49		2,750.49
4020 - Penalties & Interest	0.00	25.00	0.00
4025 - Grants	0.00		0.00
4030 - Mixed Beverage Sales Tax	1,448.34	1,586.31	1,448.34
4040 - Franchisee Fees for RCC	0.00		0.00
4050 - Sales & Use Taxes	5,814.42	4,377.81	5,814.42
4050 - Municipal Court Fees	0.00	100.00	0.00
4400 - Building Review Fees.	0.00		0.00
4401 - Subdivision Review Fee	0.00	2,500.00	0.00
4402 - Sign Permit Fees	-20.00	250.00	-20.00
4403 - Admin fees	0.00	100.00	0.00
4405 - Variance Fee	0.00		0.00
4700 - Interest Earned /Sava/MMA	0.00	83.61	0.00
4998 - Farmers Market	0.00	0.00	0.00
4999 - Uncategorized Income	0.00	3.00	0.00
<b>Total Revenue</b>	<u>9,993.25</u>	<u>23,525.73</u>	<u>9,993.25</u>
<b>Gross</b>	9,993.25	23,525.73	9,993.25
<b>Expense</b>			
5024 - TML Retirement	0.00	445.00	0.00
5025 - Employment Taxes	0.00	0.00	0.00
5028 - Emp Benefits Ins	1,024.29	1,024.29	1,024.29
5100 - Attorney	3,474.53	3,945.90	3,474.53
5113 - Development Inspection Serv Rel	0.00	500.00	0.00
5114 - Development Plan Review Reimb	2,260.50	197.00	2,260.50
5115 - Professional Services Non Reimb	284.00	250.00	284.00
5120 - Special Engineering Consultant	0.00		0.00
5122 - Code Enforcement Labor	525.28	1,050.56	525.28
5123 - Contract Labor			
5121 - Contract Police Services	1,250.00		1,250.00
5123 - Contract Labor - Other	657.18	100.00	657.18
<b>Total 5123 - Contract Labor</b>	<u>1,907.18</u>	<u>100.00</u>	<u>1,907.18</u>
5124 - Miscellaneous/Reimbursement	0.00	0.00	0.00
5125 - Audit	0.00		0.00
5127 - Tax Collection - Travis Co	0.00	990.49	0.00
5128 - Advertising/Public Notices	945.00	83.00	945.00
5210 - Election Expense	356.37	100.00	356.37
5211 - Events			
5201 - Farmers Market	0.00	0.00	0.00

Village of Volente  
Profit & Loss Budget Performance  
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>Oct 13</u>
5202 - Village Cleanup, other	0.00		0.00
5211 - Events - Other	44.52	0.00	44.52
<b>Total 5211 - Events</b>	<b>44.52</b>	<b>0.00</b>	<b>44.52</b>
<b>5212 - Office Supplies - General</b>			
5209 - Office Supply for Public Use	94.31		94.31
5212 - Office Supplies - General - Other	231.26	433.33	231.26
<b>Total 5212 - Office Supplies - General</b>	<b>325.57</b>	<b>433.33</b>	<b>325.57</b>
5213 - Office Supplies printing	252.30	250.00	252.30
5214 - Office Supplies - Postage	365.99	66.63	365.99
5215 - I.T. Software	0.00	41.67	0.00
5216 - Equipment Rental	529.90	380.00	529.90
5217 - Office Equipment & Furniture	0.00		0.00
5218 - Website Maintenance	-1.07	2,000.00	-1.07
5219 - Books & Publications	0.00	250.00	0.00
5220 - Dues, Fees, & Subscriptions	54.40	300.00	54.40
5221 - Firehall Rental	0.00	0.00	0.00
5222 - Utilities - Electric	137.25	274.11	137.25
<b>5223 - Telecommunications &amp; Internet</b>			
5226 - Cellular Phone Reimbursement	0.00	125.00	0.00
5229 - Governmental Email Provider	0.00		0.00
5230 - Domain Sites	0.00		0.00
5231 - Internet Telephone Service	74.58		74.58
5223 - Telecommunications & Internet - Other	51.56	296.29	51.56
<b>Total 5223 - Telecommunications &amp; Internet</b>	<b>126.14</b>	<b>421.29</b>	<b>126.14</b>
5227 - Industrial Relations	159.23	100.00	159.23
5228 - Mileage Reimbursement	925.55	325.00	925.55
5240 - Insurance, Lib/workers comp	1,581.86	250.00	1,581.86
5250 - Municipal Court Expenditures	100.00	100.00	100.00
5259 - Park Maintenance	125.00	125.00	125.00
5260 - ROW Herbicide	0.00	0.00	0.00
5261 - Mowing	0.00		0.00
5262 - Roads & ROW Emergency Repairs	240.00		240.00
5263 - Street Signs (New & Repairs)	0.00		0.00
5264 - Tree Trimming	9,100.00	12,500.00	9,100.00
5267 - Transfer to Parkland	0.00	0.00	0.00
5268 - Roads & Rightaway	0.00		0.00
5269 - Parkland Inf Development	0.00	0.00	0.00
5270 - Repairs & Maint	0.00	414.33	0.00
5281 - Training & Ed - St	100.00	500.00	100.00
5282 - Training & Ed - Council	0.00	500.00	0.00
5300 - Office Space Lease	2,000.00	2,000.00	2,000.00



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

	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Ordinary Revenue</b>		
<b>Revenue</b>		
1220 · Cap Metro	14,500.00	29,000.00
4010 · Real Property Tax - Current Yr		204,632.65
4020 · Penalties & Interest	25.00	100.00
4025 · Grants		25,000.00
4030 · Mixed Beverage Sales Tax	1,586.31	3,000.00
4040 · Franchise Fees for RCC		31,000.00
4050 · Sales & Use Taxes	4,377.81	55,000.00
4060 · Municipal Court Fees	100.00	100.00
4400 · Building Review Fees.		5,000.00
4401 · Subdivision Review Fee	2,500.00	5,000.00
4402 · Sign Permt Fees	250.00	1,000.00
4403 · Admin fees	100.00	600.00
4405 · Varlance Fee		1,250.00
4700 · Interest Earned /Savs/MMA	83.61	2,000.00
4998 · Farmers Market	0.00	0.00
4999 · Uncategorized income	3.00	3.00
<b>Total Revenue</b>	<u>23,525.73</u>	<u>362,685.65</u>
<b>Gross</b>	23,525.73	362,685.65
<b>Expense</b>		
5024 · TML Retirement	445.00	5,340.00
5026 · Employment Taxes	0.00	0.00
5028 · Emp Benefits Ins	1,024.29	12,291.48
5100 · Attorney	3,945.90	30,000.00
5113 · Development Inspection Serv Rel	500.00	3,000.00
5114 · Development Plan Review Reimb	197.00	6,000.00
5115 · Professional Services Non Reimb	250.00	14,000.00
5120 · Special Engineering Consultant		5,000.00
5122 · Code Enforcement Labor	1,050.56	12,606.72
5123 · Contract Labor		
5121 · Contract Police Services		20,000.00
5123 · Contract Labor - Other	100.00	1,200.00
<b>Total 5123 · Contract Labor</b>	<u>100.00</u>	<u>21,200.00</u>
5124 · Miscellaneous/Reimbursement	0.00	0.00
5125 · Audit		5,700.00
5127 · Tax Collection - Travis Co	990.49	1,500.00
5128 · Advertising/Public Notices	83.00	500.00
5210 · Election Expense	100.00	2,400.00
5211 · Events		
5201 · Farmers Market	0.00	0.00

Village of Volente  
Profit & Loss Budget Performance  
October 2013

	<u>YTD Budget</u>	<u>Annual Budget</u>
5202 · Village Cleanup, other		10,000.00
5211 · Events - Other	0.00	1,500.00
<b>Total 5211 · Events</b>	<u>0.00</u>	<u>11,500.00</u>
<b>5212 · Office Supplies - General</b>		
5209 · Office Supply for Public Use		
5212 · Office Supplies - General - Other	433.33	4,199.96
<b>Total 5212 · Office Supplies - General</b>	<u>433.33</u>	<u>4,199.96</u>
5213 · Office Supplies printing	250.00	3,000.00
5214 · Office Supplies - Postage	66.63	800.00
5215 · I.T. Software	41.67	774.74
5216 · Equipment Rental	380.00	4,560.00
5217 · Office Equipment & Furniture		1,000.00
5218 · Website Maintenance	2,000.00	4,000.00
5219 · Books & Publications	250.00	500.00
5220 · Dues, Fees, & Subscriptions	300.00	2,000.00
5221 · Firehall Rental	0.00	0.00
5222 · Utilities - Electric	274.11	3,289.32
<b>5223 · Telecommunications &amp; Internet</b>		
5226 · Cellular Phone Reimbursement	125.00	1,500.00
5229 · Governmental Email Provider		475.50
5230 · Domain Sites		250.00
5231 · Internet Telephone Service		
5223 · Telecommunications & Internet - Other	296.29	3,555.48
<b>Total 5223 · Telecommunications &amp; Internet</b>	<u>421.29</u>	<u>5,780.98</u>
5227 · Industrial Relations	100.00	1,200.00
5228 · Mileage Reimbursement	325.00	3,900.00
5240 · Insurance, Lab/workers comp	250.00	3,000.00
5250 · Municipal Court Expenditures	100.00	1,200.00
5259 · Park Maintenance	125.00	1,500.00
5260 · ROW Herbicide	0.00	0.00
5261 · Mowing		6,000.00
5262 · Roads & ROW Emergency Repairs		
5263 · Street Signs (New & Repairs)		5,000.00
5264 · Tree Trimming	12,500.00	25,000.00
5267 · Transfer to Parkland	0.00	0.00
5268 · Roads & Rightaway		5,000.00
5269 · Parkland Inf Development	0.00	0.00
5270 · Repairs & Maint	414.33	4,971.96
5281 · Training & Ed - St	500.00	2,000.00
5282 · Training & Ed - Council	500.00	2,000.00
5300 · Office Space Lease	2,000.00	24,000.00





**Minutes  
City Council  
of Village of Volente, TX  
Tuesday, October 15, 2013  
7 pm.**

**Council Present**

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

**Staff Present**

Joan Jackson, City Secretary  
Barbara Wilson, City Administrator

**1. Call to Order of the City Council.**

Mayor Graber called the meeting to order at 7:03 P.M.

**2. Roll Call.**

Joan Jackson, City Secretary, called roll. A quorum was established.

**3. Pledge of Allegiance/Reading of the Village Vision Statement.**

The Pledge of Allegiance was read and the Vision Statement was read by Council Member Hammond.

**4. Citizens/Public Communications.**

None at this time.

**5. Mayor's Report**

**a. Strategic goals for 2013.2014.**

Mayor Graber read a statement regarding his goals for his term of Mayor. A copy of the goals is attached to this agenda. Some of the goals he listed are: a council retreat, an open house in December in the new City Hall, Special Use Permit policy, fall and spring clean- up days for Volente, review of standing committees, and the ESD #14 funding will be reviewed by the finance chairman and committee. He appointed Council Member Yenawine to oversee culverts and illegal dumping sites in the Village.

**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.

Council Member Graci made a motion to approve items 8-9( a-e) from the consent items. Council Member Yenawine 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 Yenawine voted yes.

Council Member Yenawine made a motion to change Council Member Hammond's vote to yes on Item 16 of the September 24, 2013 minutes and accept the minutes with the change. Councilmember 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 Yenawine voted yes.

**Regular Agenda Items:**

10. Close Public Meeting.
  - The Council did not go into closed executive session.
11. Consideration and possible action on appointment of Denise S. Thrash as Municipal Judge for Volente.



Council Member Yenawine made a motion to appoint Denise S. Thrash as Municipal Judge for Volente. Council Member Hammond seconded the motion.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Hammond voted yes.

Council Member Wilder voted yes.

Council Member Yenawine voted yes.

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

Council Member Graci made a motion to appoint Council Member Scott as Mayor Pro Tem for the Village of Volente. Council Member Hammond seconded the motion.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Yenawine voted yes.

Council Member Hammond voted yes.

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

a. Presentation by staff.

b. Discussion by City Council.

Questions were asked by Council regarding Sec. 24.10 Addressing the Council; Sec. 24.16 Adjournment; and Sec. 24.03 Agenda. The Council discussed these issues.

a. Open public hearing.

The public hearing began at 8:07 a.m.

Citizens Comments:

Ann Steichen, 15807 FM 2769, Volente, TX asked about Item 24.3: if a citizen asked about placing an item on the agenda and would it have to be submitted 11 days before meeting and have 2 council members approve it.

c. Close public hearing.

The hearing was closed at 8:09 p.m.

d. Further discussion by City Council.

e. Direction to staff.

Staff and City Council to incorporate any changes made and resubmit to Council at next meeting.

**14. Adjourn**

Council Member Yenawine made a motion to adjourn. The motion was seconded by Council member Scott. The motion passed with unanimous vote.

Approved this 19th day of November, 2013.



**Frederick Graber, Mayor**

**Joan Jackson, City Secretary**



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

**Council Present**

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

**Staff Present**

Joan Jackson, City Secretary  
Barbara Wilson, City Admin.

1. Call to Order of the City Council.  
Mayor Graber called the meeting to order at 8:03 a.m.
2. Roll Call.  
Joan Jackson, City Secretary, called roll. A quorum was established.
3. Public Comments.  
No public comments at this time.
4. Oath of Office for Mayor Frederick Graber for unexpired term of Mayor.  
Frederick Graber took the oath of office for Mayor.
5. Oath of Office for Council Member Jan Yenawine for unexpired term of Council Member.  
Jan Yenawine took the oath of office for Council Member.
6. Close Public Meeting.  
The public meeting was closed at 8:08 a.m.
7. Open Executive Session: 8:09 a.m.  
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. 8:38 a.m.**

**9. Consider appointing Lonnie Moore as the real estate broker representative for the Village of Volente and possible approval of broker contract.**

**Comments:**

**Nancy Carufel, 8138 Joy Rd. Volente, TX questioned that communication from Council is not open.**

**Ken Beck, 15911 Booth Circle, Volente, TX feels communication with Village is needed.**

**Allison Thrash, 15100 FM 2769, Volente, TX commented on Lonnie Moore credentials.**

**Nancy Carufel, 8138 Joy Rd, Volente, TX asked why hire Lonnie Moore.**

**Council Member Judy Graci made a motion to have the mayor execute this contract with Lonnie Moore to appoint Lonnie Moore as the real estate broker for the Village of Volente. Council Member Hammond seconded the motion.**

**Mayor Graber voted yes.**

**Council Member Scott voted yes**

**Council Member Graci voted yes.**

**Council Member Wilder voted yes.**

**Council Member Hammond voted yes.**

**Council Member Yenawine voted yes.**

**10. Discussion and possible action on the Village's Ordinances to allow temporary special permitting.**

**Mayor Graber explained the process that Council would recommend this item to Planning & Zoning after discussion this morning. Planning & Zoning will meet in November and then make a recommendation to Council in November. If the permitting process is to Council's liking they can approve it or send it back to P&Z for more progress on it. Planning & Zoning chairman Ken Beck joined the discussion of the workshop with the Mayor's recommendation to do so.**

**Mr. Beck brought up annual permitting and that it would be advantageous to the Village to have it included.**

**Comments:**

**Allison Thrash, 15100 FM 2769, Volente, TX stressed that communication is important and also accountability.**



Ken Beck, 15911 Booth Circle, Volente, TX believes in communication and to use the City Administrator to oversee the communication.

Barbara Wilson, City Administrator, would like to see the administrator and the Mayor oversee the applications and have the power to remove the application if necessary.

Council Member Yenawine wants to see special events stay tied to zoning and on street parking.

Council Member Graci wants to see occasional event center small group addressed generally first.

The Council discussed several items regarding special permitting such as:

Single Family residential needs to be addressed again, and looking at other cities they do quote how many people are even living in SFR. City Administrator asks do we even want to discuss this in an R-1. Ken Beck suggested push it back to zoning and zoning doesn't allow this and if this is wanted, then a zoning change would have to take place. Allison Thrash asked if a music festival is it even addressed in this? Mattie Adams said when you start allowing commercial in a residential we need to be protective of this. Councilmember Graci would like to see a draft of the special permit and the annual permit for buses. Mayor Graber brought up the fee schedule that goes along with it.

Council Member Yenawine made a motion to allow our staff, head of Planning and Zoning and our City Attorney to work together to bring forth our special permitting process to Planning & Zoning. Councilmember Wilder seconded the motion.

Mayor Graber voted yes.

Council Member Scott voted yes.

Council Member Graci voted yes.

Council Member Wilder voted yes.

Council Member Hammond voted yes.

Council Member Yenawine voted yes.

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

Council Member Scott made a motion to approve the Ordinance to amend the ordinance 2012-O-1. Council Member Yenawine seconded the motion.



Mayor Graber voted yes.  
Council Member Scott voted yes.  
Council Member Graci voted yes.  
Council Member Wilder voted yes.  
Council Member Hammond voted yes.  
Council Member Yenawine voted yes.

**12. Adjourn.**

Council Member Yenawine made a motion to adjourn. Councilmember Hammond seconded the motion. The vote was unanimous.

Approved this 19<sup>th</sup> day of November, 2013.

Mayor Graber

Joan Jackson, City Secretary