



VILLAGE OF VOLENTE

**Notice of the Village of Volente Regular Council Meeting,  
Tuesday, May 18, 2010, 7:00 P.M. at  
VVFD and Community Center, 15406 FM 2769, Volente, Texas.**

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

**AGENDA**

**A. ITEMS OPENING MEETING**

1. **Call to order.** Mayor Jan Yenawine
2. **Roll Call** City Secretary
3. **Pledge to the Flag and reading of Village Vision Statement:**
4. **Approval of Minutes**  
March 23, 2010  
April 13, 2010  
April 29, 2010

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

**C. GENERAL BUSINESS AND ACTION ITEMS**

1. Administer oaths of office and election certificates to elected officials
2. Appointment of Mayor Pro Tem
3. Presentation to Allison Thrash
4. Discuss and consider action to approve Proclamation declaring May 22, 2010 as Jan Yenawine Day
5. Discuss and consider action to approve an ordinance renaming Hill Street
6. Discuss and receive an update from consultant regarding coalition and lobbying efforts on behalf of Lake Travis and Volente (Fred Graber)
7. Discuss and consider a resolution opposing Texas Commission on Environmental Quality's proposed water quality standards for 2010.
8. Discussion and recommendations from the Planning & Zoning Commissioners



VILLAGE OF VOLENTE

9. Discuss process for appointment of members and chairs for Planning and Zoning and Board of Adjustments (Justine Blackmore-Hlista)
10. Discuss Pedernales upgrade and route plan. (Chris Wilder)
11. Discuss and consider action to re-establish the Municipal Court and appoint Dennis Jones as Judge, a Municipal Clerk and Jan Yenawine as a Municipal Judge (Chris Wilder)
12. Discuss and consider action on the road repair work for Debbie and West Streets (Matthew Hammond)
13. . Report and discussion of incident with TDS during our officially scheduled May 1st Trash Pickup. (Matthew Hammond)
14. Discuss and consider action on holding Volente's 1st Farmer's Market and Swap Meet on Mary St on the last Saturday in June (June 26th). (Matthew Hammond)
15. Discuss and consider action to adopt ordinance prohibiting parking on Mary Street and installation of tow away signs (Justine Blackmore-Hlista)
16. Discuss and consider action to authorize the Mayor to sign interlocal with Travis County for Emergency Services (Justine Blackmore-Hlista)
17. Discussion of using contract labor for "as needed" services within the Village (Justine Blackmore-Hlista)
18. Discuss and consider action on standing advisory and ad hoc committees (Planning and Zoning, Public Safety and Enforcement, Communications and Public Relations, Public Works and Environmental, Finance and Administration)
19. Financial Report :  
Revenues and expenditures
20. Future meetings and agenda items.

**D. Adjourn**

If you have questions or comments, please contact the Village Office at (512) 250- 2075.

*The Village of Volente reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any enforcement of the matters listed above, as authorized by Texas Government Code Sections 551.071 ( Consultation with Attorney), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).*

The Village of Volente is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the Village Office at (512) 250- 2075 at least 48 hours in advance.



VILLAGE OF VOLENTE

I certify that a copy of the \_\_\_\_\_, agenda of items to be considered by the Council of the Village of Volente was posted on the Village Office Window on \_\_\_\_\_.

\_\_\_\_\_  
Jennifer Zufelt, City Secretary

I certify that the attached notice and agenda of items to be considered by the Village Council was removed by me from the Village Office window on \_\_\_\_ day of \_\_\_\_\_, 2010 Jennifer Zufelt, City Secretary \_\_\_\_\_

**Village of Volente Executive and Regular Council Meeting,  
Tuesday, March 23, 2010,  
Executive Session 6:30 P.M.  
Regular Meeting 7:00 P.M.**

**VVFD and Community Center, 15406 FM 2769, Volente, Texas.**

1. **Call to order and Announce a Quorum is Present.** Mayor Yenawine called the meeting to order at 6:35 P.M. Jan Yenawine, Matthew Hammond, Chris Wilder, Mark Scott, Fred Graber and Justine Blackmore-Hlista
2. **Council went into Executive session to discuss** with the Village Attorney regarding Beaches LTD & Nola LTD vs Village of Volente, Texas and Jan Yenawine
3. **Close Executive Session Open Regular Meeting. Executive session closed at 6:50.**
4. **Call to order and announce a Quorum is present.** Mayor Yenawine called the meeting to order at 7:00 P.M. Present were Jan Yenawine, Matthew Hammond, Mark Scott, Fred Graber, Chris Wilder and Justine Blackmore-Hlista.
5. **Pledge to the Flag and reading of Village Vision Statement:** Mayor Yenawine led the Pledge to the flag and Fred Graber read the Vision Statement.
6. **VISTOR/CITIZENS FORUM:** \_No comments.
7. **Presentation from LCRA Representative Stan Rountree.** Mr. Rountree thanked the citizens of Volente for the outstanding job of cleaning up the lake and presented Mayor Yenawine with a plaque and spoke briefly about rules and regulations regarding residential boat docks.
8. **Discussion and possible action on update from consultant regarding coalition and lobbying efforts on behalf of Lake Travis and Volente.** Sandra Haverlah gave Council update on efforts stating that the letters were received by TCEQ and she is receiving participation from surrounding areas. April 15 at 7:00 P.M. is the scheduled meeting.
9. **Presentation by Balcones Canyonlands Preserve to learn about the new preserve land adjacent to Volente.** Todd Bayless and Linda Lochear, of Travis County, presented to Council some of the changes that will be in effect for the preserve. They are in the process of preparing to fence the area and there will be limited access with guided hikes by biologist. A town Hall meeting is scheduled for Saturday March 27 to educate the community.
10. **Discussion and recommendations from the Planning & Zoning Commission:** (See Attached). Chair Allison Thrash presented report to Council and gave recommendation to Council regarding the following:

**a. Variance request from George and Lynne More, for a variance from the Village of Volente Site Development Ordinance Sec. 33.338 (b) Slope limits for the property at 16405 Sherman St, Lot 3, Village at Volente Phase I.**

**Applicant is requesting 18-20% grade for driveway.**

- (1) **P&Z recommendation:** Recommend Conditional Approval of the Variance Request, with the Condition being that the Applicant secure a new Letter from the VVFD stating its acceptance of the design changes and confirming its ability to provide adequate emergency services to the property
- (2) **Council Discussion.** Council discussed the issues and Marc Dickey stated that the plan presented needed to be revised as the grade was not correct.
- (3) **Possible Action of Council:** Justine Blackmore-Hlista made a motion to approve the variance with the condition that the plans be revised to comply with the March 8 Fire Chief letter and certified by ATS that they are corrected. Matthew Hammond seconded. All agreed.

**11. Discussion and possible action regarding the resolution on the administration of the Planning and Zoning Commission that was approved at the January 19, 2010 Council Meeting.** Mayor Yenawine asked Council to table this item.

**12. Update and possible action regarding:** Chris wilder reported :

- a) Animal control committee met and discussed ideas such as informational, identification and co-ordination.
- b) **Utility infrastructure within the Village.** Work in progress.
- c) **Energy Efficiency Block Grant.** Pre bid meeting was held today (3/23/10).
- d) **Municipal Court:** Discussed need for a judge to get court set up. Chris Wilder to have more information next meeting.

**13. Discussion and possible action regarding the road repair work for Debbie and West Streets.** Matthew Hammond reported no progress and asked to have a working group meeting with Fred Graber, mayor Yenawine, Robert Nelson, Cary Witt and David Simons. Will meet Saturday morning at 8:30 A.M.

**14. Discussion and possible action to cancel the 2010 May General Election.**

Matthew Hammond made a motion to accept the certification of the unopposed candidates for the May 8, 2010 General Election with Mark Scott seconding. All agreed.

Justine Blackmore-Hlista Mayor  
Fred Graber Council Member  
Judy Graci Council Member

Mark Scott made a motion to accept the cancellation order of the May 8, 2010 Election with Chris Wilder seconding. All agreed.

Chris Wilder made a motion to adopt the ordinance to cancel the May 8, 2010 General Election with Matthew Hammond seconding. All agreed.

15. **Financial Report.** (See Attached) Mark Scott reviewed report with Council and stated everything was in line that in a few months Council could do a line item adjustment for the tree trimming and road repair maintenance.
16. **Approval of Minutes: February 16, 2010.** Matthew Hammond made a motion to approve the minutes with Justine Blackmore-Hlista seconding. All agreed. **and March 2, 2010:** Justine Blackmore-Hlista made a motion to approve with Matthew Hammond seconding. All agreed.
17. **Census Update;** Mayor Yenawine encouraged everyone to send their census form in.
18. **Future meetings and agenda items:** Planning & Zoning Public hearing on zoning overlay April 7 and at Council meeting on April 20.
19. **Adjourn.** Chris Wilder made a motion to adjourn with Justine Blackmore-Hlista seconding. All agreed. Meeting adjourned at 8:45 P.M.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF MAY, 2010

\_\_\_\_\_  
Jan Yenawine, Mayor

\_\_\_\_\_  
Jennifer Zufelt, City Secretary

**Village of Volente Regular Council Meeting,  
Tuesday, April 20, 2010,  
Regular Meeting 7:00 P.M.  
VVFD and Community Center, 15406 FM 2769, Volente, Texas.**

1. **Call to order and Announce a Quorum is Present.** Mayor Yenawine called the meeting to order at 7:06 PM. Present were Jan Yenawine, Mark Scott, Matthew Hammond, Fred Graber, Chris Wilder and Justine Blackmore-Hlista.
2. **Pledge to the Flag and reading of Village Vision Statement:** Mayor Yenawine led the Pledge and Mark Scott read the Vision Statement.
3. **VISTOR/CITIZENS FORUM:** No Comments
4. **Discussion and possible action on update from consultant regarding coalition and lobbying efforts on behalf of Lake Travis and Volente.** Sandra Haverlah reported that she is getting good responses and that the meeting scheduled for April has been postponed until May so that most of the Representatives would be available. The meeting will be held at the Travis County Extension Office most likely. She will keep Council updated of the date of the meeting.
5. **Discussion with Municipal Judge Dennis Jones.** Tabled
6. **Presentation by Pedernales Representatives DiAnn Hamilton and James Pruitt regarding their proposal and possible route for upgrading within the Village.** James Pruitt, Diann Hamilton and Pete Brooks gave a Power point presentation from Pedernales regarding a preliminary routing plan for the upgrade within the Village. ATT representatives Michael Thurman and Susan Darr were also present. Discussion ensued about size of poles. Council would still like to pursue going through the preserve with the utility poles and a major concern is the number of new poles and the size. Further research and discussion will be done.
7. **Discussion and recommendations from the Planning & Zoning Commission:** Justine Blackmore-Hlista reported that Commissioners approved the protective overlay zoning and that recruitment needed to be for Commissioners
8. **Public Hearing regarding modifying the zoning ordinance to include protective overlays.** Mayor Yenawine opened public hearing. No public input. Mayor Yenawine then closed the public hearing.
9. **Discussion and possible action on modifying zoning ordinance to include protective overlays.** Justine Blackmore-Hlista made a motion to adopt the modification to the zoning ordinance to include protective overlays with the change that Planning and Zoning made to the verbiage to Section 5 (C) to add real property

owner agrees and delete the word affected. Matthew Hammond seconded. All agreed.

10. **Discussion and possible action in condensing the Comprehensive plan into workable document.** Fred Jay from Jay Engineering was present and asked what the objective is for the condensing of the Comprehensive Plan. Thoughts were for a ten page brochure that is a “snap shot” of the Village. Fred Graber stated he has found someone who stated that it could be done for \$4000 for goal one and task one. To print a brochure would be approximately \$3000 which i2i Group could do, possibly pro bono. This item was then tabled and a special meeting will be called next week.
11. **Discussion and possible action on Municipal Court and appointing a Judge, Clerk and Jan Yenawine as Municipal Judge.** Tabled
12. **Update and possible action regarding:** Chris Wilder reported that there was no new information on Animal control committee and still sending in information for the block grant so unable to consider the bid for the installation of the air conditioning units.
13. **Discussion and possible action regarding the road repair work for Debbie and West Streets.** Matthew Hammond reported that the surveyors were on Debbie to locate the lowest point in the road and then the project will go out again for bid.
14. **Discussion and possible action to schedule clean up day.** Matthew Hammond reported that “Clean Up Day “ will be May 1 from 7:00 AM -3PM. Frederick Graber will do a post card to the citizens.
15. **Discussion and possible action to adopt traffic ordinance for “no parking” on Mary Street.** Tabled
16. **Discussion and possible action regarding commercial bus parking.** Council gave direction to send permit to business’s along with the ordinance. Mark Scott made a motion with Justine Blackmore-Hlista seconding. All Agreed.
17. **Discussion and possible action regarding the processing of procedures for timelines and check off list for applicants.** A work session will be scheduled for this item. No action.
18. **Discussion and possible action regarding a City Park.** Mayor Yenawine met with Rose Farmer and Travis County and was advised that the three acres that was given to the Village from the settlement agreement was actually part of Lime Creek Rd after the survey was completed by Travis County. City Attorney will be notified.
19. **Discussion of completed renumbered ordinances for books and website.** City Secretary passed out renumbered ordinances to Council and explained the task to Council as being a tremendous effort to get all the amendments into the ordinances and that Vanessa Gobel did an excellent job.

20. **Discussion and possible action regarding Volente Realty signs.** City Secretary explained to Council that the real estate signs were past due and asked for direction on this matter. Fred Graber made a motion to give the realtor until Friday to pay or to have the signs pulled on Saturday. Mark Scott seconded. All agreed.
21. **Discussion and possible action to approve funds for repair and relocation of traffic light at Lime Creek Rd and Wharf Cove.** Justine Blackmore-Hlista made a motion to allot funds for the relocation of the traffic signal for \$3500. Chris Wilder seconded. All agreed.
22. **Financial Report :** Tabled
23. **Approval of Minutes: March 23, 2010.** Tabled
24. **Future meetings and agenda items.** Special meeting will be scheduled for a morning next week to speak with consultant for the Comprehensive Plan.
25. **Adjourn.** Justine Blackmore-Hlista made a motion to adjourn with Chris Wilder seconding. All agreed. Meeting adjourned at 9:50 P.M.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF MAY, 2010**

\_\_\_\_\_  
**Justine Blackmore-Hlista, Mayor**

\_\_\_\_\_  
**Jennifer Zufelt, City Secretary**

**Village of Volente Special Called Council Meeting,  
Thursday, April 29 2010, 8:00 A.M.  
VVFD and Community Center, 15406 FM 2769, Volente, Texas.**

1. **Call to order and Announce a Quorum is Present.** Mayor Yenawine called the meeting to order at 8:00 AM. Present were Jan Yenawine, Justine Blackmore-Hlista, Mark Scott, Matthew Hammond, Chris Wilder and Fred Graber. P&Z member Ken Beck was also present.
2. **Discussion and possible action to hire consultant to perform work described in Comprehensive Plan RFP.** Fred Graber introduced Amy Spiro of Mindstorm Consulting. Discussion ensued as how she will do the work in phases. Council discussed what needed to be in the brochure. She plans to meet with P&Z and Council person to do the writing and develop an outline then present that to Council within 30-45 days, then interview residents, write content and bring draft in for approval. She will also work with Fred Jay of Jay Engineering. I2i Group will do the layout for the brochure.

Justine Blackmore-Hlista made a motion to retain Amy Spiro of Mindstorm Consulting to condense the Comprehensive Plan with a cap of \$10,000 and anything above that amount will have to go before Council. Matthew Hammond seconded. All agreed

3. **Future meetings and agenda items.** Fred Graber suggested that Council needs to take a trip to Trails End in Jonestown to see the work that is being done for the BCRUA water intake. A joint work session and field trip will be scheduled for Wednesday May 5, 2010 at 3:00 PM.  
Matthew Hammond would like to schedule a farmers market and swap meet and asked that it be discussed at the May 18<sup>th</sup> meeting.
4. **Adjourn.** Matthew made a motion to adjourn with Justine Blackmore-Hlista seconding. All agreed Meeting adjourned at 8:30 AM.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF MAY 2010

\_\_\_\_\_  
Jan Yenawine Mayor

\_\_\_\_\_  
Jennifer Zufelt, City Secretary

## *PROCLAMATION*

WHEREAS, the Citizens of the Village of Volente wish to recognize the service and leadership provided to us by Jan Paul Yenawine before and during his 7 years of dedicated service as the First Mayor of Volente;

WHEREAS, before coming to Volente, Jan served his country in the Army from 1958-1960 as a Pfc. He entered in the University of Houston's School of Diesel Technology Program but was drafted and when he returned the program had been discontinued. He then worked in Libya from 1960-1965. He then graduated from SWTSU with a Bachelor of Arts in Business Administration. In 1967 Jan had a busy year when he received his Masters Degree moved to Volente and joined the Volente Volunteer Fire Department and started his own Company, Yenawine Marine Construction.

WHEREAS, Jan was and still is an active member of the Volente Fire Department having served as Fire Chief in 1972 and served on the Fire Board as President in 1989 and also served on the Fire Commission as Commissioner and President. Jan resigned as Fire Chief in 2003 to serve as the first Mayor of Volente

WHEREAS, Jan has been a contributing citizen for many years serving on numerous advisory committees and task force and continues to be involved.

WHEREAS, Jan has taken pride in his home by contributing his time, energy and skills to the Citizens of Volente

**NOW THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE VILLAGE OF VOLENTE, TEXAS THAT SATURDAY, MAY 22, 2010 BE DECLARED JAN PAUL YENAWINE DAY IN THE VILLAGE OF VOLENTE.**

IN WITNESS THEREOF, I cause the official Seal of the Village of Volente, Texas, to be affixed this 18<sup>th</sup> day of May, 2010.

Signed:

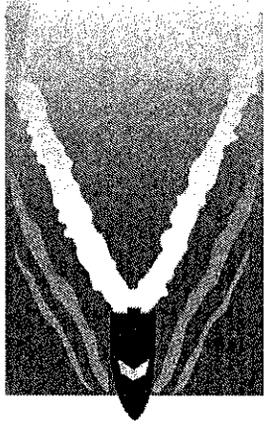
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Justine Blackmore-Hlista, Mayor,  
Village of Volente, Texas

ATTEST:

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Jennifer Zufelt, City Secretary



VILLAGE OF  
**VOLENTE**

**ORDINANCE 2010-O-**

**AN ORDINANCE OF THE VILLAGE OF VOLENTE, TEXAS CHANGING THE NAME OF HILL STREET TO YENAWINE WAY PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES.**

**WHEAREAS**, the Village would like to honor our founding Mayor by renaming Hill Street after him, and

**WHEAREAS**, there is no residence on Hill Street and will not be built out, is used has driveway and parking lot for the Volente Fire Department.

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

**Section 1. Findings of Fact.** The findings and recitations set out above in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the Village Council and made a part hereof for all purposes.

**Section 2. Changing the Name of certain Streets.** The Village Council of the Village of Volente hereby changes the name of Hill Street to Yenawine Way.

**Section 3. Severability.** It is hereby declared to be the intention of the Village Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, sentence, paragraphs and sections of this Ordinance, since the same would have been enacted by the Village Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph ore section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings, *Act, Chapt. 511, Tex. Gov't. Code.*

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF MAY 2010.**

ATTEST

\_\_\_\_\_  
Justine Blackmore-Hlista, Mayor

\_\_\_\_\_  
Jennifer Zufelt, City Secretary

## **ORDINANCE NO. 2010-O-**

### **AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE PROHIBITING MOTOR VEHICLE PARKING ON PORTIONS OF MARY STREET; PROVIDING FOR THE POSTING OF "NO PARKING" SIGNS; AUTHORIZING TOWING; AND PROVIDING FOR A PENALTY OF UP TO \$500 PER VIOLATION; SEVERANCE; EFFECTIVE DATE; AND PUBLIC NOTICE AND MEETING REQUIREMENTS**

**WHEREAS**, the parking of motor vehicles on Mary Street within the corporate boundaries of the Village of Volente presents a danger that threatens the public's health, safety, and welfare; and

**WHEREAS**, the Village finds that a prohibition on the parking of motor vehicles on the specified streets will help protect the public from this danger;

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

#### **Section 1. Parking Prohibited.**

Parking of any motorized vehicle within twenty-five (25) feet of a posted "No Parking" sign on Mary Street within the corporate limits of the Village of Volente is prohibited.

#### **Section 2. Signs.**

The Village shall erect "No Parking" signs on Mary Street at intervals of no more than twenty-five (25) feet within areas where this Ordinance is applicable or where this Ordinance will be enforced stating that parking is prohibited. Such signs shall be erected in a prominent manner in the parking-restricted areas so as to give notice to operators of motor vehicles of the prohibition on parking established by this ordinance.

#### **Section 3. Towing of Motor Vehicles in Violation of Ordinance.**

A towing company with which the Village has contracted and granted written authority may remove a motorized vehicle that is parked in violation of this ordinance. A towing company with such authority must at all times comply with the regulations and requirements of Chapter 2308 of the Texas Occupations Code.

#### **Section 4. Penalty.**

A person who violates the restriction on parking established by this ordinance commits a Class C misdemeanor. A violation of this Ordinance is punishable by a fine of up to \$500.00.

**Section 5. Publication.**

A caption that summarizes the purpose of this ordinance and the penalties for violating this ordinance shall be published as provided by Tex. Loc. Gov't Code § 52.012.

**Section 6. Effective Date.**

This ordinance shall take effect after publication in compliance with Section 5 of this Ordinance and as provided by law. However, no restriction on parking established by this Ordinance shall be enforced until signs have been erected on Mary Street in compliance with Section 2 of this ordinance.

**Section 7. Severability.**

If any provision of this ordinance is found by a court of competent jurisdiction to be void or unenforceable, such void or unenforceable provision shall be severed as though it never formed a part of this ordinance, and all other provisions hereof shall remain in full force and effect.

**Section 8. Public Notice and Meeting.**

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** this, the 18<sup>th</sup> day of May 2010, by a vote of the Volente Village Council of \_\_\_\_\_ in favor to \_\_\_\_\_ opposed with \_\_\_\_\_ abstentions.

\_\_\_\_\_  
Justine Blackmore-Hlista, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Zufelt, Village Secretary

## PROCLAMATION

WHEREAS, the Citizens of the Village of Volente wish to recognize the service and leadership provided to us by Jan Paul Yenawine before and during his 7 years of dedicated service as the First Mayor of Volente;

WHEREAS, before coming to Volente, Jan served his country in the Army from 1958-1960 as a Pfc. He entered in the University of Houston's School of Diesel Technology Program but was drafted and when he returned the program had been discontinued. He then worked in Libya from 1960-1965. He then graduated from SWTSU with a Bachelor of Arts in Business Administration. In 1967 Jan had a busy year when he received his Masters Degree moved to Volente and joined the Volente Volunteer Fire Department and started his own Company, Yenawine Marine Construction.

WHEREAS, Jan was and still is an active member of the Volente Fire Department having served as Fire Chief in 1972 and served on the Fire Board as President in 1989 and also served on the Fire Commission as Commissioner and President. Jan resigned as Fire Chief in 2003 to serve as the first Mayor of Volente

WHEREAS, Jan has been a contributing citizen for many years serving on numerous advisory committees and task force and continues to be involved.

WHEREAS, Jan has taken pride in his home by contributing his time, energy and skills to the Citizens of Volente

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Signed:

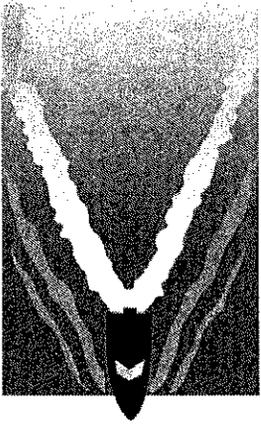
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Justine Blackmore-Hlista, Mayor,  
Village of Volente, Texas

ATTEST:

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Jennifer Zufelt, City Secretary



VILLAGE OF  
**VOLENTE**

**NOVATION OF  
INTERLOCAL AGREEMENT  
FOR EMERGENCY SERVICES  
BETWEEN TRAVIS COUNTY AND  
<insert name of municipality here>**

This Emergency Medical Services Interlocal Cooperation Agreement ("Agreement") is entered into by the following Parties:

<insert city or village name here>, a Type <insert municipality type here> located within Travis County, Texas, ("Municipality"), and

Travis County, a political subdivision of the State of Texas ("County").

**RECITALS**

Between October, 1998 and the end of 2001, County entered into Interlocal Agreements for Emergency Medical Services and Helicopter Services with the municipalities in Travis County including Municipality. Municipality and County have both determined that it is mutually advantageous to make some revisions to that agreement and simultaneously terminate that agreement and enter into this novation and restatement of that agreement.

Municipality and County have both determined that it is mutually advantageous to continue having a unified, countywide system of emergency medical response and transport services operated and maintained by County and desire the continuation of effective and efficient delivery of such services to those within Travis County by coordinating with each other as Parties to this Agreement.

County is authorized to provide the services described in this Agreement and to enter into an exclusive agreement with Municipality for these services by TEX. HEALTH & SAFETY CODE ANN. § 774.003.

Municipality and County are authorized to enter into this Agreement in all respects by TEX. GOV'T CODE ANN., ch. 791.

**TERMINATION OF AGREEMENT**

County and Municipality mutually agree that the Interlocal Agreement for Emergency Medical Services and Helicopter Services Between Travis County and <insert name of municipality> previously entered into by them between October 1, 1998 and the end of 2001 is terminated effective immediately upon execution of this agreement by both parties.

4.12. Patient Fees. County may charge Patients treated or transported during EMS ground or air responses within Municipality based on a fee structure approved by Commissioners Court and Austin City Council annually.

4.13. Annual Resource Planning Meeting. County shall coordinate and hold an annual planning meeting for the EMS System among County staff, Municipal representatives, and other interested system representatives for the EMS System. The purpose of the planning meeting is to review and determine whether EMS Transport and Response Resources stationed in areas outside the City of Austin are appropriately located to meet the needs of the areas outside the City of Austin. The agenda of the meeting should include a review of usage information and response times for each EMS Station located outside the City of Austin as compared to EMS Stations within the City of Austin. While the COA-County Interlocal continues, these recommendations will consider the service needs of the areas within the City of Austin and areas located outside the City of Austin.

4.14. EMS Station Locations. County staff shall submit the recommendations developed in the annual resource planning meeting described in 4.13 to the Commissioners Court and the EMS Advisory Board for consideration and approval. If approved by the Commissioners Court, adjustments to the location of EMS Stations based upon approved recommendations developed in the annual resource planning meeting should be made if funding or other resources are available. The adjustments should be based upon the service needs of the County outside the City of Austin. Existing EMS Stations may be closed and new EMS Stations may be opened based on increases or decreases in population in various areas, failure of projected population increases to occur, or the level of call volume experienced by existing EMS Stations. Any new EMS Station shall not be placed in any municipality in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency services with County. Municipality acknowledges that, while the COA-County Interlocal or any successor Interlocal continues, the location of stations must comply with that agreement.

4.15. Standards for Stations. The County shall establish County specifications for EMS Stations that, at a minimum, ensure that each ground ambulance assigned to that station is housed in a portion of the station that: (a) is secure; (b) provides a covered, enclosed vehicle bay; (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance; and (d) has living quarters for three emergency medical service staff members. Similar Specifications may be made if temporary housing for an ambulance is needed. In this case only minimal specifications are required due to the temporary nature of the location. Any station location recommendation that involves using a facility owned or leased by Municipality is subject to its right to refuse to provide the location. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide the EMS Station to satisfy the municipality's obligation to provide a location or facility under this Interlocal Agreement.

4.16. Funding for County EMS Stations. A new EMS Station shall not be placed in any municipality in areas in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency medical services with County. If there is a recommendation to locate a new EMS Station in Municipality both parties shall develop budget projections and updates during their respective budgeting processes. Plans for new stations shall include input from both parties before proposed budgets for a new EMS Station are finally approved and implemented. Funding formulas and maintenance costs should be determined cooperatively by the parties. The governing bodies of County and Municipality must amend this

7.2. Limit on Agents. No agent, official, employee or representative of a Party has the authority to amend this Agreement or waive breaches of it unless expressly granted that specific authority by the Party's governing body.

7.3. Assignment. No 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, agency, employee or representative of a Party has any authority to grant such assignment unless expressly granted that authority by the Party's governing body.

7.4. Compliance with Law. Each Party shall comply with all laws, rules and regulations applicable to its performance of this Agreement

7.5. Current Revenue Funds. Each Party shall pay for its obligations under this Agreement from current revenue funds.

7.6. Limits of Liability. Municipality is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by County or its employees or agents or subcontractors in relation to the operation or condition of any of the EMS Response and Transport Resources. County is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by Municipality or its employees or agents in relation to the operation of the EMS System or raised by any condition of the facilities or other assets of value provided by Municipality.

7.7. Shared Liability. If both County and Municipality are liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by both Municipality and County in relation to the operation of the EMS System, then Municipality and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

7.8. Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a Party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

7.9. Assumption of Risk. Municipality bears the risk for all property losses that result from damages caused by Municipality provided facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. County bears the risk for all property losses that result from damages caused by County owned facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. Where neither party is at fault because of negligent, intentional or illegal acts each party shall bear all property losses resulting from damages to its facilities, assets of value or employees that would be covered by a commercial insurance company.

7.10. Dispute Resolution. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code.

11.1. Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a Party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

11.5. 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 County has declared a holiday for its employees, these days shall be omitted from the computation.

11.6. Gender and Number. Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this Agreement requires otherwise.

11.7. Headings. The headings at the beginning of the various provisions of this Agreement have only been included 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.

11.8. Duplicate Originals. This document may be executed in duplicate originals.

<insert name of municipality>

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

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

<Name of signer>

<Title of signer>

Travis County, Texas

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

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

Samuel T. Biscoe  
County Judge

Village of Volente  
**Balance Sheet**  
 As of May 15, 2010

	<u>May 15, 10</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Cash	
1010 · General Fund -Capital One	563,802.43
1020 · 4677 Parkland fee acct	61,250.00
1000 · Cash - Other	<u>-23,504.41</u>
Total 1000 · Cash	<u>601,548.02</u>
Total Checking/Savings	<u>601,548.02</u>
Total Current Assets	601,548.02
Fixed Assets	
1400 · Fixed Assets	15,920.94
1410 · AFD	<u>-4,662.00</u>
Total Fixed Assets	<u>11,258.94</u>
<b>TOTAL ASSETS</b>	<b><u>612,806.96</u></b>
<b>LIABILITIES &amp; EQUITY:</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	<u>678.53</u>
Total Accounts Payable	678.53
Other Current Liabilities	
2310 · N/P	<u>10,845.00</u>
Total Other Current Liabilities	<u>10,845.00</u>
Total Current Liabilities	<u>11,523.53</u>
Total Liabilities	11,523.53
Equity	
3510 · Fund Balance Designated	80,118.00
3900 · Retained Earnings	343,906.19
Net Income	<u>177,259.24</u>
Total Equity	<u>601,283.43</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>612,806.96</u></b>

**Village of Volente**  
**Revenue & Expenditures**  
 October 1, 2009 through May 15, 2010

	<b>TOTAL</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4010 · Real Property Tax - Current Yr	183,321.19
4020 · Penalties & Interest	860.32
4050 · Sales & Use Taxes	10,293.49
4055 · Mixed Beverage Sales Tax	2,087.85
4400 · Building Review Fees.	6,594.50
4405 · Sign Permit Fees	760.00
4410 · Franchise Fees	17,868.58
4600 · Grants	40,179.00
4999 · Uncategorized Income	3,110.00
<b>Total Income</b>	<b>265,074.93</b>
<b>Gross Profit</b>	<b>265,074.93</b>
<b>Expense</b>	
10000 · Bank service charges	70.86
5025 · Wages Reg Employees	24,264.80
5026 · Code Enforcement Wages	6,099.25
5027 · Part Time Office Assistant	4,137.00
5030 · Employment Taxes	2,119.26
5035 · Emp Benefits Ins	3,219.09
5110 · Attorney - General Services	16,039.16
5111 · Attorney - City Projects	4,035.00
5112 · Attorney Litigation	1,021.67
5134 · Code/Consultant	19,800.00
5135 · Payroll Services	496.31
5136 · Noise Consultant	12,117.63
5150 · Tax Collection - Travis Co	744.97
5183 · Events	1,026.40
5201 · Advertising/Public Notices	791.26
5221 · Office Supplies - General	1,132.83
5222 · Office Supplies - Postage	787.87
5223 · Office Supplies - Printing	1,067.49
5225 · Books & Publications	47.50
5226 · Dues, Fees, & Subscriptions	772.00
5230 · Equipment Rental	2,246.25
5231 · Firehall Rental	551.25
5235 · Utilities - Electric/Water	854.40
5236 · Utilities - Telephone	175.00
5238 · Utilities- Internet access	988.72
5240 · Insurance, Liab/workers comp	1,675.42
5260 · ROW Herbicide	725.00
5261 · Mowing	576.00
5262 · Roads & ROW	3,416.00
5263 · Street Signs (New & Repairs)	1,231.22
5264 · Tree Trimming	10,700.00
5281 · Training & Ed - St	715.00
5750 · Office Equipment & Furniture	30.30
5763 · Development Inspection Serv Rei	3,563.75
5764 · Professional Services Non Reimb	7,938.45
5765 · Development Plan Review Reimb	7,641.31
66901 · *Reconciliation Discrepancies	-2.73
<b>Total Expense</b>	<b>142,815.69</b>
<b>Net Ordinary Income</b>	<b>122,259.24</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	55,000.00
<b>Total Other Income</b>	<b>55,000.00</b>
<b>Net Other Income</b>	<b>55,000.00</b>
<b>Net Income</b>	<b>177,259.24</b>