



**NOTICE OF THE REGULARLY CALLED MEETING OF THE
CITY COUNCIL**

**OF THE VILLAGE OF VOLENTE, TEXAS
TUESDAY, MARCH 15, 2016 at 6:30 P.M.
16100 Wharf Cove, Volente, Texas 78641**

Notice is hereby given that the City Council of the Village of Volente will hold their regularly called meeting at 6:30 p.m., Tuesday, the 15th day of March, 2016 in Council Chambers at 16100 Wharf Cove, Volente, Texas to consider and act upon any lawful subject which may come before it, including the following:

A. ITEMS OPENING THE MEETING

1. Call to Order.
2. Call Roll and Establish Quorum.
3. Pledge of Allegiance.
4. Approval of the minutes from January 19th, January 28th, February 2nd, February 16th, and February 25th of 2016.
5. Village Reports.
 - a. Financial Reports
 - b. Construction Update
 - c. Crime & Complaints Report
 - d. City Secretary's Report
 - e. Committee Reports
 - f. Mayor's Report

B. CITIZEN COMMUNICATIONS. *At this time, any person with business before the Council NOT scheduled on the agenda may speak to the Council. In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them that are not on the agenda. There is a four (4) minute time limit on any communication and time cannot be yielded to other parties.*

C. GENERAL BUSINESS AND ACTION ITEMS

1. Update, Discussion, and Possible Action to direct the Mayor to enter into an agreement with HVJ & Associates for the creation of a long-term road maintenance plan. (Mayor Beck)

2. Discussion and Possible Action on Resolution No. 2016-R-1, a Resolution of the Village of Volente establishing guidelines and routine procedures for the amendment and/or creation of ordinances.
3. Update on the progress of Resolution No. 2016-R-2, a Resolution of the Village of Volente formally establishing a Park Land Fund. (Council Member Fogarasi)
4. Presentation by the Public Works Committee and recommendation for action on responses to solicitation for bids for mowing of right-of-ways in the Village.
5. Discussion and Possible Action directing the Mayor to sign a service agreement for the mowing of the Village's right-of-ways.
6. Discussion and possible action on updating the financial policy to allow the Mayor to execute contracts up to \$1,000.00 for budgeted items. (Mayor Beck)
7. Update and discussion on the potential future locations of City Hall. (Mayor Beck)
8. Discussion and review of assigned tasks.
9. Adjourn.

IT IS HEREBY CERTIFIED that the above Agenda was posted at the Village Offices on this 10th day of March, 2016.

Julia Vicars, City Secretary

The Village of Volente is committed to compliance with the American Disabilities Act. Reasonable modifications and equal access to communications are provided upon request. The Village Council reserves the right to enter executive session at any time during the course of this meeting to discuss any of the matters above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). A quorum of the Planning and Zoning Commission or Board of Adjustments may be in attendance however, no official action by the Planning and Zoning Commission or Board of Adjustments shall be taken.

MINUTES OF THE REGULARLY CALLED MEETING OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
TUESDAY, JANUARY 19, 2016 at 6:30 P.M.
16100 Wharf Cove, Volente, Texas 78641

A. ITEMS OPENING THE MEETING

1. Call to Order. Mayor Ken Beck calls the meeting at 6:30 pm
2. Call Roll. Present at roll: Council Member Kit Hopkins, Mayor Pro Tem Steve Baker, Mayor Ken Beck, Council Member Andy Fogarasi, Council Member Kristi Belote and Marc Dickey. Council Member Bill Connors present at 6:38 pm.
3. Pledge of Allegiance.
4. Approval of the Meeting Minutes from December 15, 2015 and January 9, 2016. December 15th Line 61 correct him and the mayor to he and the mayor and correct line 139 to reflect "special called meeting in February." Minutes from January 9th ok. Mayor Council Member Kit Hopkins makes a motion to approve minutes with corrections. Council Member Andy Fogarasi seconds. Passes unanimously.
5. Village Reports.
 - a. Financial Reports
 - b. Construction Update
 - c. Crime & Complaints Report
 - d. Committee Reports

B. CITIZEN COMMUNICATIONS. *At this time, any person with business before the Council NOT scheduled on the agenda may speak to the Council. In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them that are not on the agenda. There is a four (4) minute time limit on any communication and time cannot be yielded to other parties.*

Mattie Adams Booth Circle Council to be aware of clearing across from the mayor's driveway, that is a public right-a-way without a permit. Mayor Ken Beck said he did talk to them, an older couple from Houston.

Jan Yenawine - 15600 FM 2769 thinks we need more city staff, states Julia is putting in too many hours. Regarding Parks fund, they were told they had to put money into the parks fund. Had to be a dedicated fund used for new parks. However, it's been put in the general fund.

Council Member Kit Hopkins moves to postpone items 10, 14, 15 & 16 to the February 2nd meeting due to the length of this agenda. Mayor Pro Tem Steve Baker doesn't want to move 15 to February. Council Member Bill Connors seconds. Does not carry.

Council Member Kristi Belote makes a motion to defer 10, 14 & 16 to next meeting and move up 12 & 13 to after 2. Council Member Andy Fogarasi seconds. Motion carries.

C. GENERAL BUSINESS AND ACTION ITEMS

1. Presentation, Public Hearing, Discussion, and Possible Action on a variance request from Ross McCuiston for the property at 8301 Lime Creek Road for a variances from the Site

50 Development Ordinance Section 33.340(A) for Building on Slopes greater than 25% and
51 Section 33.341(a-1) for Cut & Fill in excess of 5 feet. (Chair Richard Roucloux) Richard
52 present after discussion starts.

- 53 a. Staff Presentation (Marc Dickey)
- 54 b. Applicant Presentation
- 55 c. Public Comments
- 56 d. Discussion and Action

57 Council Member Kristi Belote makes a motion to approve the variance requests of
58 building on slopes of greater than 25% and cut and fill in excess of five feet for Ross
59 McCuistion for the property at 8301 Lime Creek Road regarding the driveway. Council
60 Member Andy Fogarasi seconds. Motion carries.

- 61
- 62 2. Presentation, Public Hearing, Discussion and Possible Action on a variance request from
63 Oliver Custom Homes for the property at 8325 Lime Creek Road for a variance from the Site
64 Development Ordinance Section 33.341(a-1) for Cut & Fill in excess of 5 feet. (Chair Richard
65 Roucloux)

- 66 a. Staff Presentation (Marc Dickey)
- 67 b. Applicant Presentation
- 68 c. Public Comments
- 69 d. Discussion and Action

70 Council Member Andy Fogarasi makes a motion to approve the variance request for cut
71 and fill in the amount of eight feet for the property at 8325 Lime Creek Road. Council
72 Member Bill Connors seconds it. Motion carries.

- 73
- 74 3. City Secretary's Report on the review of the petition requiring an election be held to
75 dissolve Capital Metropolitan Transportation Authority, the steps taken to recapture
76 additional sales tax, and the validation of the petition.
77 Jan Yenawine - FM 2769 discusses past experiences with Cap Metro.
78 Council Member Bill Connors requests in the future we only include the gist of the emails
79 instead of including all of them due to the amount.

- 80
- 81 4. Discussion and Possible Action on the petition requiring an election be held to dissolve
82 Capital Metropolitan Transportation Authority within the Village of Volente.
83 Council Member Bill Connors makes a motion to deem the 112 entries confirmed by the
84 City Secretary and the petition itself to be valid. Council Member Kristi Belote seconds.
85 Motion passes.

- 86
- 87 5. Public Hearing on Ordinance 2016-O-13; an Ordinance of the Village of Volente calling an
88 election to dissolve Capital Metropolitan Transportation Authority subject to the continued
89 collection of sales tax for the period required by law and establishing the procedure for the
90 proposition election to be held on May 7, 2016 in the Village of Volente, Texas; and
91 providing for other matters relating to the election.
92 Jan Yenawine FM 2769 – explains why he is for Ordinance 2016-O-13.
93 Richard Roucloux Joy Road – states he is for Ordinance 2016-O-13
94 Mattie Adams – Asks questions, states she believes it will be a slam dunk to get passed.

- 95
- 96 6. Discussion and Possible Action on Ordinance 2016-O-13, described above.

- 97 Council Member Kristi Belote moves to make a motion to pass the approved Ordinance
98 2016-O-13 with the necessary amendments at it relates to Proposition 2 and call a special
99 election to withdrawal from Capital Metro on May 7th, 2016 and hold a conditional
100 proposition to recapture the sales tax at the May 7th 2016 election. Council Member Andy
101 Fogarasi seconds, motion carries.
102
- 103 7. Discussion and Possible Action on Appointments for the Board of Adjustments. (Chair Mike
104 Gold)
105 a. Possible Reappointment of Even Numbered Positions: Roe Fleenor, Judy Schlotzhauer, and
106 Alternate James Jordan.
107 b. Consideration of any new applicants.
108 c. Appointment of a second alternate position, currently vacant.
109 Council Member Kristi Belote makes a motion to appoint Roe Fleenor and Judy
110 Schlotzhauer for another two year term and James Jordan as alternate to the Board of
111 Adjustments. Council Member Bill Connors seconds. Motion carries.
112
- 113 8. Discussion and Possible Action on Appointments for the Planning and Zoning Commission.
114 (Chair Richard Roucloux)
115 a. Possible Reappointment of Even Numbered Positions: Judy Barrick, Phil Mitchell, and Nancy
116 Carufel.
117 b. Consideration of any new applicants.
118 c. Appointment of second alternate position, currently vacant.
119 Council Member Kristi Belote makes motion to appoint Judy Barrick, Phil Mitchell, and
120 Nancy Carufel for another two years to the Planning and Zoning Commission and Joe
121 Lamoreux as the alternate. Council Member Bill Connors seconds, motion carries.
122
- 123 9. Formalization of Committee Members for the Public Safety, Public Works, Public Relations,
124 Governmental Relations, Environmental Committee, and the Budget, Finance and
125 Administration Committees.
126 Mayor Pro Tem Steve Baker adds Babs Yarbrough to his Committee. Council
127 Member Bill Connors makes a motion to approve the Committees as listed (and
128 amended) for 2016. Council Member Andy Fogarasi seconds, Motion carries.
129
- 130 10. Discussion on the legislative changes to Open Carry Laws and Gun Laws in the State of
131 Texas and possible direction to Staff to prepare an Ordinance to prohibit Open Carry on
132 government property within the Village.
133 Council Member Kristi Belote makes a motion to move this topic until the next Council
134 Meeting in February. Council Member Andy Fogarasi seconds, Motion carries.
135
- 136 11. Presentation and Update on the 2016 Prioritized Goals of Council, as discussed in their
137 Council Retreat. (Council Members Fogarasi and Connors)
138 Mayor Ken Beck says to combine 5, 6, 7 & 8 of the goals. 15 & 16 combine too. Council
139 Member Andy Fogarasi says 15 & 16 shouldn't be a goal but maybe a task under another
140 goal. Council discusses. Council Member Steve Baker discusses renaming Goal 14.
141
- 142 12. Discussion and Possible Action on the Expense Reimbursement Request submitted by
143 Mattie Adams for costs incurred related to the 2014 Community Survey. This was
144 discussed out of order, moved up under item 2. Discussion on why it wasn't submitted

- 145 until 2015 since they were incurred in 2014. Council Member Kit Hopkins makes a
146 motion to pay these expenses, Council Member Bill Connors seconds, Motion carries.
147
- 148 13. Discussion and Possible Action on the allocation of funds or amending the budget to
149 provide additional funding for Friendship Park and specifically the Eagle Scout project for
150 Ryan Murphy. (Council Member Fogarasi) This was discussed out of order, moved up
151 under item 2. Council Member Andy Fogarasi makes a motion to approve. Council
152 Member Bill Connors seconds. Ryan Murphy stands and discusses his timeline. Motion
153 carries.
154
- 155 14. Discussion and Update from the Budget, Finance and Administration Committee on their
156 work relating to budgets for fiscal years and their implementation in to QuickBooks, as well
157 as corrective actions necessary to rectify discrepancies in QuickBooks for fiscal year 2014-
158 2015.
159 Council Member Kristi Belote makes a motion to move this topic to the next scheduled
160 Council Meeting in February. Council Member Andy Fogarasi seconds. Motion carries.
161
- 162 15. Update and Possible Action on the Hazard Mitigation Plan for the Village of Volente.
163 (Mayor Pro Tem Baker)
164 Council Member Bill Connors makes a motion to appoint the Mayor Pro Tem as the
165 alternate for the Mayor for Emergency Response Plan's Notification to Management
166 Advisory Team, approve the Village of Volente Emergency Response Plan and approve
167 the Hazard Mitigation Plan and amendments by authoring agency. Council Member
168 Kristi Belote seconds the motion, Motion carries.
- 169 16. Discussion, update, and possible action relating to the future location of City Hall. (Council
170 Member Connors)
171 Council Member Kristi Belote makes a motion to move this topic to the next scheduled
172 City Council Meeting in February. Motion carries. Kristi makes a suggestion to have this
173 be the first item on the next agenda. Kitt says to move the more important things to the
174 top of the agenda instead of the end.
175
- 176 17. Adjourn at 10:10
177
178
179

180 Passed and Approved this _____ day of _____, 20____.

181
182 Signed:

183 _____

184 Mayor Ken Beck

185
186 Attest:

187 _____

188 Julia Vicars, City Secretary



MINUTES OF A SPECIAL CALLED MEETING
OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
JANUARY 28, 2016 at 8:00 A.M.
At 16100 Wharf Cove, Volente, TX 78641

1. Open Special Called Meeting.
Meeting opened at 8:03 a.m.
2. Call Roll.
City Secretary Julia Vicars calls roll. Present at the time of roll call are Council Member Kit Hopkins, Mayor Ken Beck, Council Member Andy Fogarasi & Council Member Kristi Belote. Absent at the time of roll call are Council Member Bill Connors & Mayor Pro Tem Baker.
3. Close Public Meeting and Enter Executive Session.
Public Meeting closed at 8:06 am.
4. Close Executive Session and Re-Open Public Meeting.
Executive Session closed at 8:56 am.
5. Discussion and Action on items discussed during Executive Session, if necessary.
Council directs staff to review inventory list for ordinances & resolutions.
6. Review of Ordinance 2016-O-13, ordering a Special Called Election for the removal of the Village of Volente from Capital Metropolitan Transportation Authority and the recapture of 1% sales and use tax.
7. Update from Mayor Pro Tem Baker and Mayor Beck on their meeting with Jonestown regarding their Site Development Ordinance.
8. Update from Council Member Belote on her meeting with Lago Vista regarding their Site Development Ordinance.
9. Adjourn.
Meeting adjourned at 9:46 a.m.

Passed and Approved this _____ day of _____, 20____.

Signed:

53

Mayor Ken Beck

54

55 **Attest:**

56

57

Julia Vicars, City Secretary

58

59

DRAFT



MINUTES OF A SPECIAL CALLED MEETING
OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
FEBRUARY 2, 2016 at 6:30 P.M.
At 16100 Wharf Cove, Volente, TX 78641

1. Open Special Called Meeting
Meeting opened at 6:30 pm.
2. Call Roll.
City Secretary Julia Vicars calls roll. Present are Council Member Bill Connors, Council Member Kit Hopkins, Mayor Pro Tem Steve Baker, Mayor Ken Beck, Council Member Andy Fogarasi, Council Member Kristi Belote.
3. Citizen Comments. *At this time, any person with business before the Council NOT scheduled on the agenda may speak to the Council. In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them that are not on the agenda. There is a four (4) minute time limit on any communication and time cannot be yielded to other parties.*
4. Presentation from experts solicited by the Public Works Committee to assist with the road maintenance long term plan and inventory of roads. (Mayor Beck)
Tim Haynie, Jr. from Haynie Consulting presents on behalf of his company and the nearby cities he has worked with.
Frank Carmichael & Ruben James from HVJ & Associates present their proposal.
Yitkin Yidirim presents on behalf of Terra Pave and talks about establishing a Pavement Management System.
5. Discussion, update, and possible action relating to the future location of City Hall.
Council Member Kristi Belote makes a motion to authorize Mayor Ken Beck and Babs Yarbrough to discuss with Linda Carter, the viability of extending the lease or purchasing this property, to discuss with the ESD the viability of the two lots proposed this evening and to discuss with the ESD the viability of the Lot 16B and for the Public Relations and Communications Committee to create a subsequent communication plan. Council Member Andy Fogarasi seconded the motion. Motion carries.
6. Discussion and Possible Action on a bill for a legal opinion received from Leonard Smith. (Council Member Hopkins)
7. Presentation and Update on the 2016 Prioritized Goals of Council, as discussed in their Council Retreat. (Council Members Fogarasi and Connors)
8. Discussion on the legislative changes to Open Carry Laws and Gun Laws in the State of Texas and possible direction to Staff. Mayor Ken Beck presents the item. Mayor Pro Tem Baker makes a motion for the Village to not act at this time. Council Member Andy Fogarasi seconds, carries unanimously.
9. Discussion and Update from the Budget, Finance, and Administration Committee on their work relating to budgets for fiscal years and their implementation into QuickBooks, as well as corrective actions necessary to rectify discrepancies in QuickBooks for fiscal year 2014-2015. (Council Member Hopkins)
Council Member Kit Hopkins makes the motion for direct staff to approve line item adjustments.
Council Member Bill Connors seconds, carries unanimously. Council Member Kit Hopkins makes a

- 59 motion to approve line item budget amendments for Fiscal Year 2015-2016 budget as presented in
60 backup material Council Member Connors seconds. Carries.
61
62 10. Discussion, Update, and Possible Action on the progress of codification of our Ordinances. (Mayor Beck
63 and Staff)
64
65 11. Discussion and Review of the proposed Utility District for the revised Zoning Ordinance.
66
67 12. Adjourn.
68 Meeting adjourns at 10:30 p.m.

69
70
71 Passed and Approved this _____ day of _____, 20____.

72

73 Signed:

74 _____

75 Mayor Ken Beck

76

77 Attest:

78 _____

79 Julia Vicars, City Secretary

80

81 *ents shall be taken.*



MINUTES OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
TUESDAY, FEBRUARY 16, 2016 at 6:30 P.M.
16100 Wharf Cove, Volente, Texas 78641

A. ITEMS OPENING THE MEETING

1. Call to Order.

Mayor Ken Beck called the meeting to order at 6:30 p.m.

2. Call Roll.

All are in attendance, and a quorum is established.

3. Pledge of Allegiance.

All stood for the Pledge of Allegiance.

4. Village Reports.

a. Financial Reports

Council Member Hopkins delivers the financial reports. Revenue is ahead of budget and computer services and support have exceeded the budget. Expenses are under budget overall.

b. Construction Update

Julia Vicars, City Secretary, gives the construction update.

c. Crime & Complaints Report

d. City Secretary's Report

i. Update on Codification

ii. Update on the Special May Election

e. Committee Reports

Mayor Pro Tem Baker gives an update on the Public Safety Committee.

Council Member Connors thanks the Public Safety Committee and Mayor Pro Tem Baker for their work on Emergency Preparedness.

Council Member Belote updates the Council on the Public Relations and Communications Committee's work and upcoming newsletter.

Council Member Fogarasi updates Council on the completion of Friendship Park.

Council Member Hopkins discusses the progress of the Budget, Finance and Administration committee and the tasks on their plate.

Public Works is in the process of acquiring bids for mowing.

f. Mayor's Report

i. Mollberg Park

Mayor presents his report and update on his recent tasks, including the possibility of pursuing Mollberg Park and re-establishing Village ownership.

44 B. **CITIZEN COMMUNICATIONS**Nancy Carufel, Joy, says Mollberg Park is a homeowner’s park and
45 is a civil matter.

46
47 **C. GENERAL BUSINESS AND ACTION ITEMS**

48
49 *Staff present the following agenda item (item C1) to be considered as a CONSENT item by the*
50 *City Council to be enacted in one motion. If a Council Member requests discussion on the item,*
51 *it will not be approved as consent and will be moved to the end of the agenda to be*
52 *considered at that time.*

53 1. *Approval of a \$500.00 sponsorship by the Village of Volente for the 2016 Olive Fest, with the*
54 *cost of sponsorship budgeted for and being spent from the “Events – Other” category of the*
55 *FY 2015/16 Budget.*

56 **Council Member Connors makes a motion to approve the \$500.00 sponsorship for the**
57 **2016 Olive Fest. Seconded by Council Member Fogarasi. Carries unanimously.**

58
59 2. **Presentation, Discussion and Possible Action on the 2016 Goals for Council. (Council**
60 **Members Connors & Fogarasi)**

61 **Council assigns Goal Managers to each 2016 Goal and agrees to look at the timeline and**
62 **milestones under each goal.**

63
64 3. **Discussion and Possible Action on the selection of an Engineering Firm for the creation of a**
65 **long-term road inventory and plan. (Mayor Beck)**

66 **Mayor introduces the item and summarizes the presentations again from last meeting.**

67 **Council Member Fogarasi makes a motion to direct the Mayor to obtain a proposal from**
68 **HVJ & Associates for establishment of a long-term road inventory and plan and return to**
69 **Council for negotiation and final approval. Seconded by Council Member Hopkins. The**
70 **motion carries with all voting aye, except for Mayor Pro Tem Baker who votes nay.**

71
72
73 4. **Presentation of the Zoning Ordinance with all amendments passed historically incorporated**
74 **into the document to Council. (Staff) (5 min. limit)**

75 **Staff will email the Zoning Ordinance, with all amendments incorporated into the document**
76 **this evening.**

77
78 5. **Discussion and Possible Action on establishing a process for the tracking of tasks assigned to**
79 **Council, Staff and Mayor. (Mayor Pro Tem Baker)**

80 **Mayor Pro Tem Baker presents the item. Council agrees to add to the bottom of all**
81 **following agendas, directly before adjourn, the item of “Review of Assigned Tasks”**

82
83 6. **Discussion and possible tasking of Action to hire a professional engineer or attorney to**
84 **review current land use regulations in place and assist in the revision of the Site**
85 **Development Ordinance.**

86 **No action was taken on this item.**

87
88
89 7. **Discussion and Possible Action on the options discussed at last work session, in regards to**
90 **the review of the Site Development Ordinance, for options to proceed:**

91 ***This item taken out of order before C1.***

92 **David Harrell of Lago Vista Development Services speaks to Council about the development**
93 **processes of Lago Vista and their experiences with MyPermitNow.**

- 94 a. Adopting by reference another entity's standards, use of staff, and use of
95 enforcement.
96 Council Member Connors states he is not in support of this option, option
97 a.
98 b. Adopting by reference another entity's standards but maintaining
99 administrative duties and enforcement.
100 c. Using another entity's standards as a foundation for creating new
101 standards specific to the Village.
102 City Attorney, Tom Buckle, states this option is the easiest to defend if
103 questioned.
104 d. Relying on our own standards and revising the ordinance entirely.
105 e. Applying quick fixes to the ordinance.

106 *No action was taken on this agenda item.*
107

- 108 8. Discussion on the process by which ordinances are passed within the Village, with
109 consideration given to the time and the point in the process the following actions take
110 place:

111 Council Member Fogarasi presents his document that outlines the "Ordinance Change
112 Process".
113

114 **Mayor Pro Tem Baker directs staff to create a resolution to incorporate the process,**
115 **moving Franklin codification to the bottom of the process, and to write in language**
116 **allowing for deviation in special circumstances, and to amend step three requiring that**
117 **Goal Manager receives Council consent as to the direction of changes and requirement of**
118 **approval before any expenditures. Seconded by Council Member Hopkins. Motion carries**
119 **unanimously.**
120

- 121 9. Discussion and Possible Action on holding a Town Hall Meeting, immediately before the
122 Fish Fry, to inform and educate residents on the Special Election in May.
123 Council Member Belote presents her plan for educating residents.
124

125 Nancy Carufel, Joy Rd, states that holding a Town Hall immediately before Fish Fry is not a
126 good idea.

127 *No action was taken on this item.*
128

- 129 10. Discussion, update, and possible action relating to the future location of City Hall. (Council
130 Member Connors)

131 Mayor Ken Beck and Babs Yarbrough present options.
132

- 133 11. Adjourn.

134 Meeting adjourns at 10:16 p.m.
135

136 Passed and approved this _____ day of _____, 20____.

137
138 Signed:

139 _____
140 Ken Beck, Mayor

141
142 Attest:

143

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145

Julia Vicars, City Secretary

DR
SECRET



MINUTES OF A WORK SESSION OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
FEBRUARY 25, 2016 at 8:00 A.M.
At 16100 Wharf Cove, Volente, TX 78641

- 19 1. Open Work Session.
20 Mayor Ken Beck opens meeting at 8:00 am.
- 22 2. Call Roll.
23 City Secretary Julia Vicars calls roll. Present at roll are Council Member Connors, Council
24 Member Kit Hopkins, Mayor Pro Tem Baker, Mayor Ken Beck. Absent at time of roll, Council
25 Member Belote and Council Member Fogarasi. Council Member Fogarasi present at 8:04 am.
- 27 3. Suggested edits to the Special Election Information chart for the upcoming newsletter regarding
28 CapMetro withdrawal and possible Q&A section to clarify the ballot language.
29 Council suggests the Public Relations & Communications Committee send out a postcard in
30 addition to publishing in the newsletter.
- 32 4. Discussion and work relating to the Site Development Ordinance.
 - 33 a. Review of Council Member Fogarasi's research on Leander, Lakeway, Lago Vista, and
34 Travis County's Site Development standards.
35 Council Member Fogarasi presents his research including separation of single family
36 & two family regulations from site development & subdivision. Council discusses
37 creating a separate ordinance for single family & two-family residential and allow
38 site development to apply to multi-family, commercial, etc. Council agrees to think
39 about what sort of regulations the village needs.
 - 40 b. Discussion on entity to use as a foundation for our own revisions.
- 42 5. Adjourn.
43 Meeting adjourned at 9:21 am.

45 IT IS HEREBY CERTIFIED that the above Agenda was posted on this 22nd day of February, 2016.

46 _____
47 Julia Vicars, City Secretary

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Passed and Approved this _____ day of _____, 20____.

Signed:

Mayor Ken Beck

Attest:

Julia Vicars, City Secretary



March Construction Report

Item A5b

Site Address	Owner	Project Type	Status	Start Date	Variance	Notes
15757 Booth Circle	Ratcliffe	Rebuild of SF Home	App Phase	Jan '14	✓	Permits to be issued today
16500 Jackson	Kerr	Addition	Construction	Mar '14	✓	Inspections ongoing
8102 LC	Arifi	SF Home	Construction	Sept '14	✓	Inspections ongoing
15718 Booth	Spurlin	SF Home	App Phase	Mar '15	✓	Inspections ongoing
16501 Sherman	Gleinser	Pool	Construction	May '15		Inspections ongoing
8216 LC	Johnson	SF Home	App Phase	May '15		Inspections ongoing
8408 Lime Creek	Chaudhari	SF Home	App Phase	April '14	✓	Inspections ongoing
16409 Sherman	Davison	SF Home	Construction	March '15		Inspections ongoing
15815 Booth Circle	English	Remodel	Site Work	August '15	✓	Variances approved by BOA, awaiting corrected site plan before P&Z
8301 Lime Creek	Ross	Subdivision	App Phase	Sept '15	✓	Subdivision process ongoing
8325 Lime Creek	Sudbrook	SF Home	Pre-Application	Oct '15	✓	Permits to be issued today
8132 Joy	Robinson	SF Home/Rebuild	Construction		✓	Permits to be issued today
7809 Brandy Way	Brad Marshall	SF Home	Submittal	Feb '16		Submitted for review by TRE & ATS
7800 Brandy Way	Brad Marshall	SF Home	Submittal	Feb '16		Submitted for review by TRE & ATS
New Fee Schedule	Old Fee Schedule					

NOTES: 1 new single family homes submitting next week, two new subdivision/replat development projects scheduled for pre-application appointments

Crime Report

Response date	Response time	Case number	Pin code	Type of call	Street of occurrence
2/2/16	17:05	160003211	1400	CRIM MISCHIEF<1500	Wharf Cv
2/6/16	13:24		DP	DIRECTED PATROL	14918-15115 FM 2769 RD
2/6/16	20:02		DP	DIRECTED PATROL	15407-15609 FM 2769 RD
2/7/16	1:53		2405	DOC- NOISE	Lime Creek Rd
2/9/16	7:28		3217	INJURED ANIMAL	Jackson St
2/12/16	11:19		3734	ABANDND VEHICLE	DEBBIE DR / FM 2769 RD
2/13/16	16:37		DP	DIRECTED PATROL	16527 JACKSON ST
2/14/16	7:47	160004370	3456	FALSE ALARM/ BURG	WEST DR
2/16/16	2:35		3707	TRFC HAZD/ DEBRIS	16000-16007 FM 2769 RD
2/16/16	15:23		DP	DIRECTED PATROL	9277 LIME CREEK RD
2/17/16	21:13		DP	DIRECTED PATROL	8200-8315 WEST DR
2/17/16	21:40		3412	CHECK WELFARE	BOOTH CIR
2/18/16	11:32		3456	FALSE ALARM/ BURG	Lime Creek Rd
2/20/16	15:20		DP	DIRECTED PATROL	15944 BOOTH CIR
2/21/16	15:25		DP	DIRECTED PATROL	8200-8315 WEST DR
2/23/16	13:42		DP	DIRECTED PATROL	8000-8107 BERNARD ST
2/27/16	13:41	160005692	3602	COLLISION WITH INJURY	8900-BLK LIME CREEK RD
2/27/16	22:37	160005730	3468	ASSIST BOATER	15700-BLK BOOTH CIR
2/28/16	13:26		3707	TRFC HAZD/ DEBRIS	Lakeview St / Dodd St

Agenda Item C1 for March 15, 2016

Item Description:

Update, Discussion, and Possible Action to direct the Mayor to enter into an agreement with HVJ & Associates for the creation of a long-term road maintenance plan.

Background:

Council at their last meeting directed the mayor to discuss with HVJ & Associates entering into an agreement for the road maintenance plan. He has met with HVJ and is presenting the proposed agreement.

Expected Motion:

I move that the mayor be directed to enter into a contract with HVJ & Associates per their submitted proposal at a cost not to exceed \$14,450.00

Backup Material:

HVJ & Associates Proposal



Houston	4201 Fraidrich Lane, Ste. 110
Austin	Austin, TX 78744-1045
Dallas	512.447.9081 Ph
	512.443.3442 Fax
San Antonio	www.hvj.com

March 5, 2016

Mr. Ken Beck, Mayor
Village of Volente, Texas
1600 Wharf Cove
Austin, Texas 78741

Re: Proposal for Professional Engineering Services for
Village of Volente - Street Evaluation Program
HVJ Proposal No. AP1517583

Dear Mr. Beck:

HVJ Associates, Inc. (HVJ) is pleased to submit this final proposal for providing professional engineering services to the Village of Volente, Texas for the development of a street evaluation program.

Scope of work

The Street Evaluation Program will be developed based on the following tasks:

- 1) Define the village's street inventory.
- 2) Conduct pavement condition surveys on the estimated 14.8 centerline miles of streets which are maintained by the Village of Volente. It is understood that FM 2769 and Lime Creek Road are the main thoroughfares. The rest are local or residential roads. These roads represent the Village's most significant assets.
- 3) Assess current network condition by developing a pavement condition score (PCR) for each street block.
- 4) Estimate current maintenance, rehabilitation, and reconstruction (MR&R) needs and priorities based on projected deterioration.
- 5) Develop and produce a final report containing a multi-year (20 year time frame) maintenance plan (play-book) which defines:
 - a) Annual maintenance items such as maintaining the shoulders and drainage ditches, mowing or application of herbicide to control vegetation, restriping of pavement markings, crack sealing, etc.
 - b) Future multi-year maintenance and rehabilitation plans, for every second, third, and fourth year etc.
 - c) Determine an estimate of the amount that the Village of Volente should plan to keep in

Mr. Ken Beck, Mayor
AP1517583
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reserve from each annual budget in order to be able to afford those items scheduled on a periodic basis.

Task 1 Street Inventory: HVJ will hold a kickoff meeting with the Village of Volente and will gather existing inventory information, including GIS files and any existing asset databases, such as traffic levels and functional classifications. The results of this step will provide the basis of the field survey efforts and enable proper reporting to meet the Village's planning needs. Field crews will be briefed on planned activities, data collection maps and methods will be prepared.

Deliverable: Database file listing of village maintained street blocks by name, from and to intersecting street names, street length and average width, and an associated GIS ID number.

Task 2 Pavement Condition Surveys: HVJ will conduct a visual condition survey of all street pavements. The procedures used for conducting the visual condition surveys are supported by a visual condition survey manual to provide for an objective assessment of each street. The manual pavement condition surveys will utilize windshield surveys to provide a complete 100% pavement network survey.

Distress data will be collected as part of a visual condition survey and will be gathered by trained technicians. Flexible pavement distress (asphalt streets) distress shall include alligator cracking, joint reflection cracking, longitudinal and transverse cracking, patching, potholes, rutting, shoving, swell, weathering, base failures, ride quality, and raveling.

Deliverable: Database file listing the existing pavement distresses on each street block and a street width (from face of curb to face of curb or from edge of pavement to edge of pavement).

Task 3 Pavement Condition Ratings and Network Statistics: HVJ will process the visual pavement distress rating data collected in Task 2 and analyze this data to develop a pavement condition score ranging from 0 to 100. HVJ will also develop network summary condition statistics and presentation graphs.

Deliverable: Database file listing the pavement condition score for each street block and network summary statistics.

Task 4 Maintenance, Rehabilitation, and Reconstruction (MR&R) Plans: HVJ will provide unit costs for treatments based on recent bid tabulation records. HVJ will estimate the recommended pavement maintenance, rehabilitation, and reconstruction (MR&R) activity for each block and the timing of these actions (based on current pavement condition rating and predicted future deterioration).

Deliverable: Recommended MR&R actions, unit costs, and action timing (year).

Task 5 Play-book: HVJ will summarize the findings of the study in a final report and develop the multi-year (20 year time frame) maintenance play-book using input from Village of Volente officials regarding annual budgeting requirements.

Mr. Ken Beck, Mayor
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March 5, 2016

Deliverable: Final report including maintenance play-book.

Schedule

Based on the proposed scope of work, HVJ estimates the project time schedule, from a notice to proceed to the anticipated completion of HVJ work, can be accomplished within 12 weeks as shown below:

Phase	Duration (Weeks)
Task 1 Street Inventory	2
Task 2 Pavement Condition Surveys	3
Task 3 Pavement Condition Ratings	2
Task 4 MR&R Plans	2
Task 5 Final Reporting and Play-book	3
Total	12

Fees

Based on the scope of work outlined, the lump-sum cost for HVJ engineering services will be \$14,450. A detailed cost breakdown is attached to this proposal.

Insurance

Insurance certificates verifying HVJ's general liability, automobile, worker's compensation, and errors and omissions insurance coverage, listing the Village of Volente as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the work accomplished. HVJ requests that payment will be within 30 days from the Village of Volente receipt of the invoice.

Conditions

This engineering proposal is based on the following conditions and assumptions:

- HVJ will produce GIS files indicating the limits of roadways to be surveyed. Any roadways added after the initial limits are agreed upon will be considered additional services.
- HVJ will not deliver software. Final delivery will include the pavement condition survey database files as well as the final report and multi-year maintenance play-book.
- HVJ is assuming 15 centerline miles of surveys. If the length is significantly higher HVJ may request additional time and budget.

Mr. Ken Beck, Mayor
AP1517583
March 5, 2016

If this proposal meets with the Village of Volente approval please sign and complete the indicated spaces on the following page and forward a copy of the signed proposal to HVJ. This will serve as HVJ's notice to proceed. Thank you for this opportunity. We appreciate your business.

Sincerely,

HVJ ASSOCIATES, INC.



R. F. (Frank) Carmichael III, PE
Senior Project Manager

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone Number: 512.917.5188 _____

Date to Start Work: _____

	Phase 1 Inventory		Phase 2 Condition Surveys		Phase 3 Pavement Scores		Phase 4 MR&R Needs		Phase 5 Reporting and Play-Book		Totals		
	Rates	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units		Cost	
A. Labor													
Project Principal	\$175.00	2	\$350.00	0	\$0.00	1	\$175.00	1	\$175.00	5	\$875.00	9	\$1,575.00
Project Manager P.E.	\$150.00	15	\$2,250.00	14	\$2,100.00	10	\$1,500.00	10	\$1,500.00	16	\$2,400.00	65	\$9,750.00
System Analyst	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Project Engineer P.E.	\$125.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Graduate Engineer	\$95.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Engineering Technician	\$65.00	18	\$1,170.00	24	\$1,560.00	0	\$0.00	0	\$0.00	0	\$0.00	42	\$2,730.00
Clerical Support	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Labor Subtotal		35	\$3,770.00	38	\$3,660.00	11	\$1,675.00	11	\$1,675.00	21	\$3,275.00	116	\$14,055.00
B. Direct Costs													
Vehicle Mileage	\$0.50	200	\$100.00	450	\$225.00	0	\$0.00	100	\$50.00	0	\$0.00	300	\$375.00
Copies and Reproduction	\$0.10	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	200	\$20.00	1	\$20.00
Direct Cost Subtotal			\$100.00		\$225.00		\$0.00		\$50.00		\$20.00		\$395.00
C. Subcontractor Costs													
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subcontractor Cost Subtotal			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Subtotals by Task			\$3,870.00		\$3,885.00		\$1,675.00		\$1,725.00		\$3,295.00		\$14,450.00

Agenda Item C2 for March 15, 2016

Item Description:

Discussion and Possible Action on Resolution No. 2016-R-1, a resolution of the Village of Volente establishing guidelines and routine procedures for the amendment and/or creation of ordinances.

Background:

Council Member Fogarasi discussed his "Ordinance Change Process" at a previous Council meeting, and Staff was directed to prepare a resolution incorporating those steps, as edited.

Expected Motion:

I make a motion to approve Resolution No. 2016-R-1, a resolution establishing guidelines and routine procedures for the amendment and/or creation of ordinances.

Backup Material:

2016-R-1

RESOLUTION 2016-R-1**A RESOLUTION OF THE VILLAGE OF VOLENTE, TEXAS ESTABLISHING STANDARD PROCEDURES AND GUIDELINES FOR THE AMENDMENT, REVIEW, OR REVISION OF EXISTING ORDINANCES AND FOR THE CREATION OF NEW ORDINANCES.**

WHEREAS, the City Council of the Village of Volente finds it necessary to record, for current and future reference, a set procedure for the review or creation of ordinances; and

WHEREAS, the City Council of the Village of Volente finds that having a set procedure list or guidelines in place will allow for a quicker and more organized approach to creating or amending the Village ordinances.

NOW THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE VILALGE OF VOLENTE THAT:

Section 1. Applicability

The City Council of the Village of Volente wishes to establish these procedures and guidelines to be used as a foundation for reviewing, revising, amending, and creating ordinances within the Village. These procedures and steps are to serve as a tool and reference point and may not be absolute. Deviation from these guidelines or practices may occur under special circumstances.

Section 2. Process for Ordinances

Step 1: Council prioritizes a goal, identifies the scope and target date for completion.

Step 2: Council identifies a Goal Manager to lead the project and assigns responsibilities or the task in whole. Any expenditure during the process will require Council approval in advance.

Step 3: The Goal Manager makes changes to the ordinance(s) as directed, assembling a team to assist if necessary, then presents edits of each section to Council.

Step 4: With Council's approval, the Goal Manager consults with the appropriate professional to review changes and edit as necessary to achieve clear, simple, regionally familiar and enforceable ordinances. The Goal Manager gets written sign-off from the professional for each section when edits are complete.

Step 5: The Goal Manager submits each section (after professional approval) to the appropriate Village legal counsel for review. Legal counsel will provide a sign-off after review of the section.

41 Step 6: After edits, sign-offs, and review by Council of each section, the City Council of the
42 Village of Volente will present their edits to the community at a Town Hall meeting or Regularly
43 Scheduled Meeting and receive edits or comments to be considered and possibly incorporated
44 into the document.

45
46 Step 7: Any edits incorporated after public review must receive sign-off from both the
47 professional assigned to reviewing the ordinance and legal counsel.

48
49 Step 8: Council votes on the amended or new ordinance.

50
51 Step 9: The Goal Manager submits the ordinance, in its entirety, after approval by Council, to
52 Franklin Legal Publishing for codification and incorporation into codified ordinances.

53
54 *Note 1: The Goal Manager may be requested to update Council from time to time as to the status*
55 *of the Goal Project.*

56
57 *Note 2: Any major changes in the ordinance(s) or edits to the ordinance(s) after Step 5 will*
58 *require additional review by Council who may find it necessary to enlist additional review by*
59 *professional vendors or legal counsel. Once reviewed, the governing body, professional vendor,*
60 *or legal counsel will provide a sign-off of the edits.*

61
62 **Section 3. Open Meeting**
63 It is hereby officially found and determined that the meeting at which this resolution was adopted
64 was open to the public, and public notice of the time, place and purpose of the meeting was
65 given, all as required by the *Open Meetings Act, Chapter 551, Texas Government Code.*

66
67 **AND SO IT IS RESOLVED.**

68
69 **PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2016.**

70
71 **Signed:**
72 _____
73 **Ken Beck, Mayor**

74
75 **Attest:**
76 _____
77 **Julia Vicars, City Secretary**

Agenda Item C4 & C5 for March 15, 2016

Item Description:

Presentation by the Public Works Committee and recommendation for action on responses to solicitation for bids for mowing of right-of-ways in the Village. –AND- Discussion and Possible Action directing the Mayor to sign an agreement for the mowing of the Village’s right-of-ways.

Background:

Council has asked for bids and the Public Works committee has solicited for bids and is presenting them back to Council.

Expected Motion:

I make a motion to approve the Mayor to sign a service agreement with _____ for mowing of the right-of-ways of the Village at a cost not to exceed _____.

Backup Material:

Bids from the following:

TEMCO – Texas Mowing Services

Maldonado Nursery & Landscaping

Landscape Ranch Services Inc / LRS

Gerry & Gerry Tree Service

Subject: Re: ROW mow

Date: Tuesday, March 1, 2016 at 11:18:03 AM Central Standard Time

From: Lillie with GoTemco

To: mayor@volentetexas.gov

Item C4 & C5

Hello Steve.

I spoke with my foreman in regards to the equipment we would be using.

We would be using a John Deere tractor with a 6 foot shredder to do the mowing.

THanks!

Lillie Clark
Temco Estimator

888.900.5922

TEMCO, Inc's Texas Mowing Services Single Property One-Time Service Agreement

Accounting Office: 801 Dellwood # 344 Bryan, Texas 77802 888.900.5922 info@gotemco.com



- Brush Hogging
- Tractor Mowing
- Tree Trimming
- Weed Eating
- Stump Grinding
- Tub Grinding
- Demolition
- Hydro Ax Services
- Land Clearing
- Land Clean Up
- Site Pad Prep
- Wetlands Approval
- Commercial
- Residential
- Rural
- Antenna Removal
- Satellite Removal
- Tower Removal
- Code Compliance
- No Hidden Costs
- No Move In Fee
- No Transport Cost
- Large Jobs
- Small Jobs

Client Name: Village of Volente Date: 3/1/2016 Service Agreement #: VV-78641-001
Address: 16100 Wharf Cove Contact: Steve Baker Client PO #: _____
City: Volente Email: mayor.protem@volentetexas.gov
State: TX Zip Code: 78641 Phone: 512.751.5744 Phone 2: _____

Terms

- TEMCO has no Delayed Billing Terms. *Work must be Paid as defined herein.* See Payment Terms in Addendum A.
 - Late Payment: Any and all payments that are "late" are charged a 10% late fee plus interest accrues, at the maximum rate allowed by law, on the full unpaid amount until paid. Late is defined as any payment that is not paid according to the Payment Terms listed in Addendum A.
 - Return Items: for each & every returned item there is charge of \$35.00 added to the balance due. Furthermore the late fee is assessed to the full amount beginning the day the payment was first dues.
 - Non-Payment: TEMCO has the standard and customary rights provided by law for collection for any non-payment including but not limited to filing liens as well as filing any and all unpaid amounts with the Credit Bureaus. Non-Payment includes but is not limited to any unpaid balance, late payments, unpaid late payment fees, unpaid return items fees, unpaid return items, unpaid interest, and or incomplete payments.
- Refund Policy: There is no refund offered, tendered, or implied.
- Signature: This Service Agreement is to be signed and signer's name is to be legibly printed before work begins.
- Cancellation Fees apply if Client Cancels or Reschedules job, within 3 days of the date the job is to be done, for any reason other than weather, including but not limited to the wrong service and or wrong equipment being ordered by Client. The Cancellation Fee is 50% of total price of the job.
- All personnel, Children and Animals will be secured from the work site before and during work.
- Infestations: Any and all infestations located on the Subject Property, including but not limited to bees, wasps, yellow jackets, hornets, snakes and poisons spiders are the Clients responsibility to eradicate. Infestation's are hazardous to TEMCO's personnel therefore; TEMCO will not continue with and or complete the work until infestation is handled. Unscheduled departures and returns, from and to the Subject Property, because of any such infestation, SEE Re-mobilization Fee.
- TEMCO will use commercially reasonable efforts to a) Not to damage any foliage that maybe near, around, and or obstructing the subject matter of this demolition, mowing and or clean up. b) Not to damage anything that maybe near, around, and or obstructing the subject matter of this demolition, mowing and or clean up. c) Not to damage yard, landscaping, or driveway.
- Unless otherwise agreed to within this Service Agreement TEMCO will not and does not a) Grub and root and or perform below grade excavation. b) Provide weed eating and or edging. c) Clean driveway, Parking Lots, Yard, sidewalks, patios, etc because of mowing subject matter d) Fill in or remove ruts left by vehicles, dollies, foot prints, and or wheel barrows. e) Remove small debris from the demolition including but not limited to nails and or hinges. f) Fill in any hole(s) left by the removal of disposed of any items g) Supply any material for filling in any such holes h) Remove ordinary trash or any hazardous material and or items.
- Client Indemnification: Client may want to take precaution against damage by removing any object and or item before work begins, Items that cannot be moved/removed must be clearly marked; regardless, Client agrees to Indemnify TEMCO from any and all damage that may occur to any item, building, fence, pet, livestock, structure, vehicle or material that results from performing the above described work or for any gross negligence on Clients part.
- TEMCO Indemnification: TEMCO agrees to Indemnify Client for any damages that arise from TEMCO's work under this agreement.
- Client Approval must be in writing for this service, additional services and or for additional days. In writing is defined as an email, a fax or an additional services and or additional day's addendum signed and returned to TEMCO. Some items that are not covered in this Service Agreement's rate and or fees and need Client approval are:
 - Removal and or Disposal of any debris, trash, scrap metal, etc.
 - Any item(s) that is discovered, during the servicing of the subject property, that must be removed and requires special equipment to remove said item(s).
 - Additional Service: IF CLIENT requests any additional service TEMCO will notify the Client the dollar amount for said additional service. Unless otherwise agreed to in this Service Agreement, the fee for the additional service work will be collected as detailed in the Payment section in the attached Addendum A.
 - Changes to original scope: TEMCO reserves the right to alter the price or decline the job, if upon arrival to job there is anything, that wasn't disclosed during bidding, changed after bidding, and or that makes the job more difficult, time consuming, or costly. TEMCO will notify Client of any such difference.
- Obstacles: Client is responsible to inform TEMCO of any hidden obstacles, stumps and or debris in vegetation / grass.
- DEMOLITION & SALVAGE RIGHTS: In the event that items must be hauled away and or removed the Salvage Rights belong to TEMCO exclusively.
- Permits: The Price listed above does NOT include any permits required by any agency. Client is responsible for any and all permits.
- INSURANCE: TEMCO carries the following insurance and agrees to maintain these policies for the duration of this Service Agreement.
 - General Liability: \$1,000,000 Aggregate\$2,000,000
 - Auto Liability: \$1,000,000
 - Worker's Comp: Statutory; \$1,000,000
 - Endorsements: Certificates of Insurance (COI) are issued to Client upon request at No Charge with our General liability having a Blanket Additional Insured and Waiver of Subrogation. Any additional waivers or endorsements needed are billed / charged to Client.
- For safety reasons and to avoid interruptions in work, TEMCO may place Serviced by signs on the Subject Property.
- Venue: Any dispute arising from this SERVICE AGREEMENT relationship shall be governed by Texas law, and shall be decided solely and exclusively by State or Federal courts located in Brazos County, Texas. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.
- With the authorized signature of the Client below, Client and TEMCO understand and agree that nothing further is required of TEMCO to perform the requested work and to be paid as agreed herein.
- This SERVICE AGREEMENT is not accepted until signed by both parties. This SERVICE AGREEMENT, along with any addendums and any applicable payment form, are the entire agreement between both parties pertaining to this subject matter. Furthermore, whether this is the only agreement and or document pertaining to this subject matter, or if there are multiple documents, including but not limited to General Contractor Agreements, Sub-contractor Agreements and or Purchase Orders, regardless of dates, this Service Agreement is the ultimate regulating agreement and or document. Alterations: Line outs, Scratch outs, and other attempts of alterations does not alter, change and or modify this agreement in form or fashion.

I, the undersigned Client Signature, under penalty of perjury, do hereby certify, that I am a legal authorized individual to order the above described work. Furthermore, I agree to hold harmless TEMCO from any claims that I am not authorized to order any such work. Furthermore, I accept the terms listed above for this same said work.

Client Signature: _____ Date: _____

This is an Addendum to Village of Valente Service Agreement VV-78641-001 that details the work to be performed as well as the price for same said work. By signing below, both parties agree that this Addendum is hereby made part of the Service Agreement VV-78641-001.

1. **Subject Property:** CR 2769/Line Creek Rd from city limit sign to city limit sign.
NOTE: Clearly Marking / Identifying property: If there is no address or address signage, and if Client is not going to be there during work, the entrance must be marked with pink or orange ribbon flagging on each side of entrance.
2. **Work Area:** Client is responsible for clearly identifying the service area. Client may do this in one of 5 methods:
 - a. **Be present during mowing.**
 - b. **Walk Through:** Client can do a one-time "Walk Through", prior to first mowing, to confirm property's location and boundaries.
 - c. **Placing flagging or painting on the trees at the perimeter of the job, on the corners, sides and ends.**
 - i. Flagging must be pink or red and at least 1 & 1/2 inches wide with at least 18 inches waving in the wind.
 - ii. Paint must be pink or red and at least 3 inches wide in a completed circle around the tree
 - d. **Placing stakes that protude above ground at least 36 inches with pink or red colored flagging**
 - e. **Providing a platte with clear lines and landmarks that indicate where work is to be performed.****NOTE:** Failure to provide 1 of the above 5, Client accepts full responsibility if an area is serviced or not serviced as the Client wishes, furthermore Client agrees to hold harmless TEMCO from any and all damage that may occur that results from any area that is mowed that the Client did not want mowed. Without clearly visible marking identifying the service area, TEMCO will assume any thing TEMCO can safely serviced, is to be serviced.
3. **Service Description:** Tractor Mowing the subject property listed above on an enroute basis. Client understands and agrees that, unless other wise indicated in this Service Agreement, all Services shall be performed on an enroute basis. Enroute is defined as "all service(s) being performed while TEMCO is in the process of servicing other properties".
4. **Service Frequency:** One Time. Additional Mows will require a NEW PO.
5. **Service Rate:** \$695.00: TMS will mow up to 14 acres for the listed Service Rate. If the mowed areas end up being less than 14 acres, the Service Rate still applies. Every acre over 14 acres there will be an additional charge of \$ 50.00 per acre. Client will be invoiced for any such additional acreage amount. **NOTE:** TEMCO has absolute discretion in determining the acreage amount(s).
6. **Stand By is \$95.00 an hour per tractor and is charged after 30 minutes and is retro active back to the first minute.** Stand by time is TEMCO waiting for any reason other than issues caused by TEMCO including but not limited to weather conditions, safety meetings, travel time to any meetings, and or Client or Client's client having or causing TEMCO to wait for any reason.
7. **Payment Terms:** Client will pay for services rendered immediately upon completion of service by providing on site TEMCO personnel with a check for the full amount. **See Article 1-4 of the Terms listed on the Service Agreement for late penalties and payments
8. **FUEL SURCHARGE:** Any and all pricing does not include a 4% Fuel Surcharge. If Client pays by check or cash this 4% fuel surcharge is will not be added to the price. If Client pays by Credit Card the 4% fuel charge will be added to the price.
9. **IMPORTANT NOTE:** All Prices, Rates, and or Fees are based upon what is visible. Unseen items, debris etc that appear and or uncovered, as work progresses, will increase the price, rate, and or fee. In the event any such unseen items or debris appear, TEMCO will notify Client prior to proceeding.
10. **MOBILIZATION:** Standard Mobilization: No move in fee and or no drive time charge. Includes haul truck delivery of equipment and end of job removal. This Service Agreement includes 1 mobilization. Any time TEMCO leaves and returns, after the initial mobilization, is considered a re-mobilization. Any re-mobilization, that occurs because of Client, Client is responsible for a remobilization fee per trailer load equal to 20% of the total Service Rate. This includes but is not limited to TEMCO having to leave because client isn't ready or hasn't had something prepared or completed that Client was responsible for completing prior to TEMCO's arrival and or if Client requested TEMCO to perform work on a specific day and the ground is too wet.

SPECIAL NOTICES

- **Hazardous Conditions:** At TEMCO's sole discretion, TMS (TEMCO) does not work in Hazardous Conditions, including but not limited to the following: Asbestos present, before dawn, after dusk, Hazardous Chemicals present, inclement weather including but not limited to rain, sleet, snow, thunderstorms and or lightening storms. TEMCO reserves exclusive right to postpone or cancel a job due to weather.
- **Mowing Issues:**
 - Brush and or saplings are 1.5 inches or less. At TEMCO's sole discretion sapling clusters may not be able to brush hogged or mowed ... any brush or sapling clusters is any brush and or group of saplings in any 6'x6' area. Height of brush and or saplings can also be an issue.
 - Bamboo is almost impossible to mow as a result TEMCO offers no service to mow bamboo.
 - Mesquite and Cactus can damage tires...if TEMCO operators can straddle it is feasible to mow but only upon request from Client. Mowing Mesquites, cactus, and or saplings add to price...typically \$30 per acre. It is important for Client to know, if mowed, Mesquites, cactus and cedar can grow back multiplied by 5 to times.
 - Slopes: Any and all slopes are mowed at TEMCO's sole discretion.
 - Stumps: It is the sole responsibility for the Client to point out any stumps to TEMCO. Especially stumps that are hidden, covered up or blocked from view. See Article 14 Damage. If the quantity of unknown or unseen stumps is more than 10, TEMCO reserves the right to add \$30 an acre, to the entire acreage count, for the time consuming effort it will take to mow the subject property and or to stop mowing and be paid in full.
 - Unless specifically agreed to in this Service Agreement, TMS will not mow anything that could damage TMS equipment including but not limited to cactus, mesquite, saplings, bamboo, or any thorned bushes.
 - TEMCO cannot and does not service EPA regulated ROW's, pipelines etc without proper authorization and or authorized personnel on hand.
- **Don'ts:** Texas Mowing Services does not brush hog, mow, mulch, cut, and or grind Dirt, Rocks, Steel and or any debris other than vegetation.

Client Signature: _____ Printed Name: _____ Date: _____

TEMCO Signature: _____ Date: _____



Maldonado
Nursery & Landscaping, Inc.

QUOTE NO
16432

Village of Volente/ Right of Way Mowing
ATTN: Ken Beck, Mayor
16100 Wharf Cove
Volente, TX 78641

Phone: 512-917-5188
Email: mayor@volentetexas.gov

QUOTE DATE	VALID THRU	FOR	PAGE
3/7/2016	4/5/2016		1
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	LS- Boothe Circle	1,370.52	1,370.52
1	LS- Reed Drive	647.88	647.88
1	LS- Randolph	149.51	149.51
1	LS- Ray Vista	336.40	336.40
1	LS- Macs Canyon Road	361.32	361.32
1	LS- Debbie Drive	274.10	274.10
1	LS- Davy Drive	211.81	211.81
1	LS- Brandy Way	87.22	87.22
1	LS- Mary Street	647.88	647.88
1	LS- Wharf Cove	149.51	149.51
1	LS- Blue Heron	87.22	87.22
1	LS- Buddy	74.76	74.76
1	LS- Amos	112.13	112.13
1	LS- Hill/ Jenawine Way	12.46	12.46
1	LS- Dodd Street	311.48	311.48
1	LS- Lakeview Street	199.35	199.35
1	LS- Jackson Street	598.05	598.05
1	LS- Arren Terrace	124.59	124.59
1	LS- Sherman Street	498.37	498.37
1	LS- Beauregard Street	224.27	224.27
1	LS- West Drive	336.40	336.40
1	LS- Joy	361.32	361.32
1	LS- Sharon Road	336.40	336.40
	BREAK OUT 1		
1	LS- Lime Creek Road	4,497.81	4,497.81
	BREAK OUT 2		
1	LS- Highway 2769	336.40	336.40
ITEM TOTAL			12,347.16
TAX			1,018.64
TOTAL AMOUNT			13,365.80

Martin Galazar

Business Development

DATED THIS 7TH DAY OF MARCH, 2016

Accepted By:

DATED THIS ___ DAY OF _____



Landscape Ranch Services Inc / LRS

20-B Lake Drive
Round Rock, TX 78665

Phone (512) 388-4LRS
(388-4577)
Fax (512) 388-4587

March 3, 2016

Ken Beck, Mayor
Village of Volente

RE: Right of Way Mowing and Herbicide Proposal

LRS is pleased to submit this pricing for the mowing the right of way for the Village of Volente. The price is based on a one time service for 1) the mowing of all right of ways, 2) just the streets Lime Creek Road and the short portion of Highway 2769 and 3) herbicide sprayed along the 3 feet of right of way closest to the road.

1) Pricing for one time service of all roads per VOV Inventory of Roads

\$1,500.00

2) Pricing for one time service for Lime Creek Road and Highway 2769

\$695.00

3) Herbicide spray for 3 feet of right of way closest to road

\$925.00

All pricing includes prep, set up and fuel costs.

Thank you for the opportunity to submit this pricing. Please feel free to call me with any questions or comments at 512-940-7083 or Pat at 512-748-0196.

Thank you,

Jason Larsen
and
Pat Blanks

LANDSCAPE RANCH SERVICES INC/LRS

Gerry & Gerry Tree Service



PH: (512)850-2959

Mr. Ken Beck
Village of Volente
16100 Wharf Cove
Volente, Texas 78641
Email: Mayor@volentetexas.gov

RE: RIGHT OF WAY (ROW) MOWING

(NOTE: Final price will be based on total acreage size. If prior arrangements have been made negating the above statement, the details will be enclosed in this proposal.)

Gerry & Gerry Tree Service to perform ROW mowing "three feet" along designated streets in the Village of Volente. Prices are listed per street as requested. Each crew consist of one riding mower operator and two laborers. Minimum charge is for one full day. Please sign and return this proposal for our files.

Your pricing options are as follow:

1. Mary street (one day): \$1,000.00 plus tax, if applicable
2. Ray vista (one hour): \$160.00 plus tax, if applicable
3. C.R. 2769 (three hours): \$400.00 plus tax, if applicable
4. Dodd Street (half day): \$600.00 plus tax, if applicable
5. Lakeview Drive (three hours): \$400.00 plus tax, if applicable
6. Amos (three hour): \$300.00 plus tax, if applicable
7. Jackson street (one day): \$1,000.00 plus tax, if applicable
8. Arren Terrace (two hours): \$320.00 plus tax, if applicable
9. Sherman Street (one day): \$1,000.00 plus tax, if applicable
10. Beauregard Drive (half day): \$600.00 plus tax, if applicable
11. West Drive (one day): \$1,000.00 plus tax, if applicable
12. Joy Road (half day): \$600.00 plus tax, if applicable
13. Sharon Road (half day): \$600.00 plus tax, if applicable
14. Booth Circle to #15759 (three days): \$2,500.00 plus tax if applicable
15. Reed Drive (one day): \$1,000.00 plus tax , if applicable
16. Lime Creek (four days): \$3,000.00 plus tax , if applicable
17. Randolph (four hours): \$500.00 plus tax , if applicable
18. Mack Canyon (six hours): \$420.00 plus tax , if applicable
19. Debbie Drive (six hours): \$420.00 plus tax , if applicable
20. Davy Drive (five hours): \$380.00 plus tax , if applicable
21. Brandy Way (half day): \$300.00 plus tax , if applicable
22. Wharf Cove (half day): \$500.00 plus tax , if applicable
23. Blue Heron (half day): \$500.00 plus tax , if applicable
24. Buddy (half day): \$400.00 plus tax , if applicable
25. Hill/Jenawine Way (half day): \$300.00 plus tax , if applicable

The grand total cost for the above sated services will be: \$18,200.00 plus tax, if applicable.

****NOTE: THESE SERVICES DO NOT INCLUDE ANY TYPE OF PERMITES, SOIL EROSION FENCES, TREE PROTECTIONS, TRASH OR DEBRIS HAUL-OFF, OR ANY OTHER SERVICES NOT MENTIONED ABOVE.**

Price include any and all supervision, insurance, equipment and labor.

Prices do not include the removal of rock and dirt.

PLEASE NOTE: QUOTED PRICES ARE GOOD FOR ONLY 60 DAYS.

ALL INVOICES ARE DUE 10 DAYS UPON RECEIPT.

Sincerely,
Luis Robles
Manager
Gerry & Gerry Tree Service

Gerry & Gerry Tree Service



PH: (512)850-2959

Invoices Past 30 Days Will Be Assessed Finance Charge Equal To 18% Annual Interest (1.5% Monthly)
VANUE FOR ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE TRAVIS COUNTY, TEXAS.

Approved & Accepted (PLEASE COMPLETE INFO BELOW & RETURN FOR OUR FILES):

Signed: _____ Name (printed): _____ Date: _____

Title: _____ Physical jobsite address: _____

Name of Project Owner: _____

Owner Address: _____

Ph/fax/Email: _____

Sincerely,
Luis Robles
Manager
Gerry & Gerry Tree Service

Agenda Item C6 for March 15, 2016

Item Description:

Discussion and Possible Action on updating the financial policy to allow the Mayor to execute contracts up to \$1,000.00 for budgeted items.

Background:

Mayor to give Background at time of meeting.

Expected Motion:

None listed.

Backup Material:

VOV Financial Controls and Spending Policy

Village of Volente

Financial Controls and Spending Policy

Effective October 1, 2014

Table of Contents

Principles

Definitions

- Mandatory purchases
- Routine Purchases
- Discretionary Purchases
- Programming Expenditures
- Emergency Expenses

Policy

Spending Procedures

- Spending by the City Administrator
- Spending by an Alternate Purchasing Agent
- Emergency Expenses
- Competitive Bids
- Supplier Gratuities
- Spending and Reporting By Committees
- Transfer of Funds

Invoice Payment and Reimbursement Procedures

- Checks, EFT (electronic funds transfer), on-line payments etc.
- Roles of Authorized Signers

Reporting Procedures

- Reporting to Finance Committee
- Reporting to City Council

I. PRINCIPLES

- to ensure that spending is undertaken according to decisions taken by the staff and the City Council;
- to ensure flexibility in making day to day spending decisions necessary to manage the Village of Volente;
- to provide for emergency spending;
- to allow for effective delegation of spending authority to any other party in the Village authorized to spend;
- to provide guidelines to control spending; and
- to ensure adequate financial and management reporting

II. DEFINITIONS

mandatory purchases – expenditures which are incurred by the Village of Volente routinely and are not the result of a specific purchase order. These include such things as:

- rent;
- utilities;
- telephone and internet
- alarm services
- salaries (once a position and salary have been approved);
- insurance (if the coverage is not being changed); and
- any contracted services, once a contract has been signed

routine purchases – certain expenditures are incurred by Village of Volente on an ongoing basis in the regular course of business, and do not require prior authorization as long as they remain within the monthly budgeted amount. These include such things as:

- office supplies
- postage and delivery
- maintenance supplies
- equipment repairs
- printing

discretionary purchases – expenditures which Village of Volente has an option as to when, or if, to incur and, as such, require prior authorization. These include such things as:

- equipment purchases;
- outside services which are not reimbursable;
- contract services;
- travel and other reimbursable business expenses (requires an Expense Report Form see attached);
- changes in insurance coverage; and
- signing new contracts for goods or services
- public works

project expenditures

- part time contract
- committee projects
- communication
- events

emergency expenses – expenses which have to be incurred immediately because a delay will risk property damage, endanger personal safety or result in significant financial loss.

III. POLICY

All expenditures must be properly approved. Further, all persons making expenditures on behalf of Village of Volente must exercise financial discretion in order to ensure that purchases are reasonable and cost-effective. The purchase of goods or services from a business in which a Council member, employee or their family has a financial interest, or may directly benefit from such purchase, is a potential conflict of interest. Such situations should be disclosed to the City Council for review prior to the purchase.

1. The City Council will ultimately responsible for all expenditures made on behalf of the Village of Volente. For unbudgeted expenditures anticipated to be in excess of \$3000.00 must be preapproved by both the

Mayor and Mayor Pro-Tem. For all expenditures over \$1000.00 must be approved by either the Mayor or Mayor Pro-Tem.

2. The City Administrator shall expend the Village of Volente funds each fiscal year in accordance with the approved Village of Volente Annual Budget and spending policies.
3. The City Administrator shall not obtain any funds by way of a loan from a bank, trust company, lending institution, or any other source without prior written approval from the City Council.
4. The City Administrator will be given Credit Card from the institution approved by the City Council for the purpose of paying only emergency expenses of the Village of Volente.
5. The City Administrator as primary Purchasing Agent of the Village of Volente shall maintain financial records in a manner consistent with Generally Accepted Accounting Principles.
6. The City Administrator will provide regular financial and management reporting as an important part of spending control as described in Part IV.

IV. SPENDING PROCEDURES

Spending by the City Administrator

1. The City Administrator will normally act as the primary Purchasing Agent for Village of Volente.
2. The City Administrator will have authority to spend within the monthly operating budget, on a category by category basis.

The City Administrator will require prior approval from designated City Council members for:

- All single expenditures over \$1,000.00;
- expenditures that are not within the monthly operating budget;
- reimbursement of business expenses i.e. Expense Report Form;
- the creation of new staff positions or the filling of staff vacancies; or
- contracts or agreements which bind Village of Volente to the purchase of goods or services for a period of more than two months

3. As soon as the City Administrator becomes aware of:
 - a potential or actual unbudgeted month-end deficit; or
 - an unfunded liability;

He or she must notify the Chairman of the Finance Committee and the Mayor immediately, and report to the next meeting of the City Council with recommendations for any budget revisions, additional controls or proposed recoveries.

Spending by the Alternate Purchasing Agent

The City Administrator may not delegate his or her purchasing authority without prior approval of the City Council.

Emergency Expenses

1. Notwithstanding restrictions set out above, an *emergency expenditure* may be approved by designated Council members without a spending limit.

2. The City Council designates the Council members authorized to approve *emergency expenditures*.
3. In the absence of any member of Council, an attempt should be made to contact the Vice Chair of the Finance Committee and if that fails the Secretary of the Finance Committee before the expenditure.
4. All *emergency expenditures* must be reported immediately to the City Council and included as an agenda item at the next meeting of Council.

Competitive Bids

1. All Purchasing Agents will ensure that competitive quotes are obtained for any services, supplies or capital purchases exceeding \$250.00, and any ongoing expenses exceeding \$1,000.00 over twelve months. Purchases may not be split in order to avoid this spending limit.
2. Three quotations, if possible, are to be received and reviewed. The Village of Volente is not bound to accept the lowest price offered. Factors that shall inform the selection of a successful tender include: quality, warranty, financial stability of the supplier, experience, references, ability to accommodate our program and scheduling needs, and cost.
3. Efforts should be made to obtain the most reasonable prices for purchases below \$1,000.00.

Supplier Gratuities

1. Employees who are directly or indirectly involved in tendering of contracts or purchasing of supplies or services on behalf of Village of Volente may not receive gifts, entertainment, meals or travel from vendors for those purchases. All such offers or cases must be disclosed to the City Council to avoid appearance of impropriety and conflict of interest.

Spending and Reporting By Committees

1. Any spending to be done by a Committee must be budgeted and cleared through the Finance Committee (Chairman and Secretary) for prior approval.
2. The above procedures concerning Spending, Emergency Expenses and Competitive Quotes apply.
3. The Committee shall report to the Finance Committee and shall forward the invoice to the City Administrator, with sufficient details to determine which account the payment is to come from.

Transfer of Budget Line Items

1. The City Administrator may transfer funds between budget lines set out in the Annual Budget, but may not, without first obtaining the City Council's consent.

Investment of Funds

1. Upon approval of the Finance Committee Chair, the City Administrator may invest funds in accordance with the Village of Volente Investment Policy, which may be amended from time to time and approved by the City Council.

V. INVOICE PAYMENT and REIMBURSEMENT PROCEDURES

Checks

1. All checks are to be pre-numbered. The City Administrator purchases these checks, and ensures the checks are used sequentially.
2. Checks (other than payroll) are to be presented for signature with the supporting invoices, receipts or another accurate reflection of money to be spent. Checks issued in this format will be reconciled within one month of the release of funds.
3. Checks are never written payable to "Cash".
4. Blank checks are never to be signed in advance.
5. Checks requested are to be supported by a duly completed Check Request Usage Form (if not supported by the following), Expense Report Form or acceptable invoice, with supporting documentation as required.

Petty Cash

1. The City Administrator is responsible for administering the city petty cash fund and reimbursing the petty cash float.
2. There can be no borrowing or IOU's from the office petty cash fund.
3. Check Requests are required for each reimbursement via petty cash, signed by the recipient of the reimbursement. These requisitions are to be evidenced by proper supporting receipts, etc., and the requisition must have sufficient particulars to know the proper account distribution.
4. Petty cash reimbursements are made directly to the custodian by name, rather than "cash" or "Bearer."

Role of Authorized Check Signers

1. Appropriate check signer must sign every Village of Volente check disbursed. For checks up to \$1000.00, one signature is required. For checks above to \$1000.00, two signatures are required.
2. Authorized Signers are established via the Authorized Signatories Policy.
3. The role of the authorized check signer is not to control spending. The purchase is usually already confirmed. The authorized check signer's role is to carefully review the documentation accompanying the check, and the check itself, to guard against financial errors.
4. The task of the authorized check signer is to do the following:
 - ensure that the correct documentation accompanies each check;
 - to check that purchases are being made in accordance with the Village of Volente Financial Controls & Spending Policy;
 - to ensure that checks are made out for the correct amount.

VI. REPORTING PROCEDURES

Reporting To Finance Committee

1. The Finance Committee shall review at a schedule monthly meeting the following reports defined as the "Monthly Financial Report" prepared by the City Administrator, including cash flow projections as required
 - Balance Sheet

- draft Monthly Profit and Loss Budget Performance to City Council
2. As required, the Finance Committee will be provided with written commentary to explain variances from budget in each budget category.

Reporting To City Council

1. At its regular monthly meeting, the City Council shall receive and review a Monthly Financial Report from the Chairman of the Finance Committee, or their designate.
2. The Chairman of the Finance Committee, or their designate, shall advise the City Council of any a potential or actual unbudgeted month-end deficit or unfunded liability.
3. The books and records of Village of Volente, including bank balances, shall be reconciled for each financial report.
4. At the Council Meeting immediately following each quarter end, the City Council shall receive and review the Quarterly Financial Report.
5. The report for the quarter ending June 30th will include an estimated projection of revenue and expenses for each budget category in the General Fund for the remainder of the year.

Agenda Item C7 for March 15, 2016

Item Description:

Update and discussion on the potential future locations of City Hall

Background:

The Village Council has been researching possible permanent locations for City Hall. An update is being provided with follow up from the options discussed at February's regular Council meeting.

Expected Motion:

None expected, guidance on next steps preferred.

Backup Material:

Evaluation of new City Hall Options with Update

Evaluation of new City Hall Options

February 2

2016

Contributing parties: Mayor Ken Beck, Babs Yarbrough, Robert Nelson, Gary Frame, Al Blunt, Roger & Jeannie Shull, Rolando Osorio, Tom Hatch, Lonnie Moore, Scott Spurlin, Mueller Buildings, and Armstrong Steel



VILLAGE OF
V O L E N T E

Our Current Status

1st Flip Chart Page

- Current lease expires 10/31/2016
- 6 month extension expires on 4/30/2017
- Monthly Lease Payment: \$1,750.00
- Unknown Factors:
 - Sale of Property, Non-Renewal, 90 day notice
- Issues with Current Facilities:
 - Lack of Parking
 - Limited/No ADA compliance
 - Ineffective Space

Options Explored

2nd Flip Chart Page

- Purchase the Current Building: \$450k
- VJ's Property: Now Under Contract
- Commercial Properties: \$\$
- Rental property within the Village: None available
- Land Around ESD #14 Station: ESD #14 has 5 acres

Cost Estimates

4th Flip Chart Page

	Lot 2	Lot 3
Buy Lot*	90k	30k
Build Road	25	25
Site Work & Plan	20	45
Pad for Building	35	35
Water & Septic	17	12
Building Exterior& Insulation	75	75
Interior Build Out	50	50
HVAC/Plumbing/Electrical	40	40
Electrical Service	2.5	2.5
Surface Road & Parking	10	5
Landscape	2.5	2.5
Furniture	n/a	n/a
Subdivide/Replat	5	5
Totals	\$372k	\$327k

*ESD has asked the Village to entertain the possibility of leasing the land versus purchasing the land

Next Steps

5th Flip Chart Page

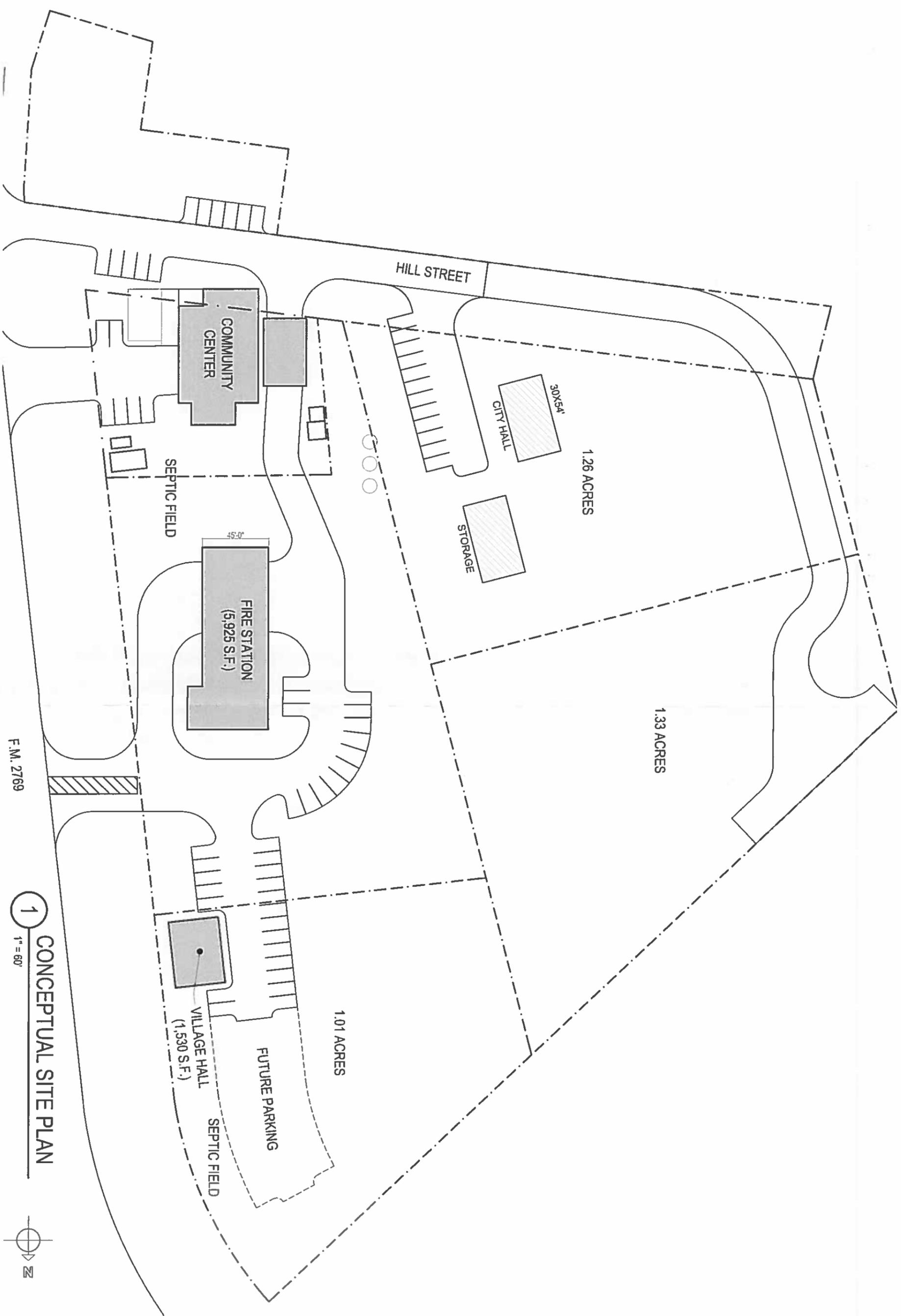
- Council selects which option to purchase
- Rolando Osorio (of GG's Construction) has offered to do rendering and floor plan for \$800.00
- Detailed Site Plan
- Possible/Future PDD Payment... Should it happen?



CITY HALL RELOCATION – Options Considered

Updated 3/15/2016

- 1. Continue lease of current building.** Met with Linda Carter. She will honor current 12 month lease with 6 month extension, and would offer one additional twelve month extension should we need it, but feels we should find a permanent location.
- 2. Purchase and improve current building.** Linda will not consider selling the current building and lot. She would like to include this lot and building with the marina property for one large sale.
- 3. VJ's property restored.** Met with realtor Jeremiah Jordan and toured the VJ's property. We asked for several further informational items and have not received anything. Jeremiah's team has a hard money loan for six months. They would want the Village to do a long term lease. We feel this is far too risky an option.
- 4. Acquire 1 acre from ESD along FM 2769 and build a facility.** Met with ESD board. Sale of this land is off the table. Neither party is willing to pay for a formal appraisal. Long term lease with 18 months' notice could be considered, but the monthly lease would be at market rate. Requires specialized lease deal regarding capital improvements.
- 5. Acquire or lease land above Fire Station from the ESD.** Met with ESD board. They don't believe the land above the fire station is sellable for residential. Land is fairly steep and will require engineered site plan for driveway, parking, ADA and building site. ESD is willing to consider a 25-50 year lease at \$1/year. Requires specialized lease to deal with capital improvements. ESD would allow signage along 2769. ESD would allow the Village to use their water system. Cost of building, land improvements, septic etc. would be similar for options 4 and 5.



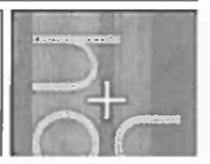
F.M. 2769

1
1" = 60'
CONCEPTUAL SITE PLAN



VOLENTE MUNICIPAL CENTER

hatch + willard ow
a r c h i t e c t s
1010 East 11th Street
Aurora, IL 60002
Tel: 708.488.4400
Fax: 708.488.4401
www.hatchwillard.com



JOB #1
CONCEPTUAL SITE

A1.1