



**VILLAGE OF VOLENTE, TEXAS**

**NOTICE OF CITY COUNCIL SPECIAL CALLED MEETING  
Tuesday, August 14, 2020 at 4:30 PM**

Notice is hereby given that the City Council of the Village of Volente, Texas, will hold a REMOTE Special Called Meeting on Tuesday, August 14<sup>th</sup>, 2020, at which time the following items will be discussed, to-wit:

**REMOTE ACCESS ONLY:**

In accordance with the order of the Office of the Governor issued March 16, 2020, the City Council of the Village of Volente will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID19).

The public may participate in this meeting by dialing in to the following toll free number: (346) 248-7799, Meeting ID 763 391 2006, Password: 7B6qDk

<https://us02web.zoom.us/j/86219418376?pwd=eEtiZU5pMzNqY0J6THk4THJjOG9wUT09>

If you wish to speak during the meeting, please provide your name, phone number and the item number you wish to speak on to [city.secretary@volentetexas.gov](mailto:city.secretary@volentetexas.gov) by 1:00 P.M. on August 14<sup>th</sup>, 2020.

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing the [city.secretary@volentetexas.gov](mailto:city.secretary@volentetexas.gov) Comments must be received by 1:00 P.M. on August 14<sup>th</sup>, 2020.

**1. Call to Order**

- 2. Citizen Communications** The City Council Welcomes Public Comments at this Point on any Issue Not on the Agenda. If a Speaker is UNABLE to be in attendance and has requested to address any Regular Business Listed on the Agenda, the Speaker may Comment During the Public Comment Period, ONLY IF UNABLE to be present during that Specific Agenda Item. Any Regular Business will need to be addressed when that Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Four (4) TOTAL MINUTES, Each

**3. FINANCE; Steve Baker**

**A. Review and approve proposed Budget Fiscal YR 20-21.**

- a. Council Discussion
- b. Citizens Communications: All persons wishing to speak on this matter
- c. Motion:

d. Council Vote:

**B. Discuss and approve Date, Time, Location for a Public Hearing for the proposed Budget and Date, Time and Location for discussion and possible adoption of the 2020 Ad Valorem Tax Rate.**

- a. Council Discussion
- b. Citizens Communications: All persons wishing to speak on this matter
- c. Motion:

d. Council Vote:

**4. ORDINANCES REGARDING THE NOVEMBER 3, 2020 ELECTION**

**A. Consideration and possible action on an Ordinance ordering a general election on November 3, 2020, for the purpose of electing a Mayor and two (2) Council Members of the Village Council of the Village of Volente; establishing early voting locations and polling places for the election; making other provisions for the conduct of the election; and providing for findings of fact, severability, conflicting provisions, governing law, proper notice and open meeting, and an effective date. Ordinance No.**

- a. Council Discussion
- b. Citizens Communications: All persons wishing to speak on this matter
- c. Motion:

d. Council Vote:

**B. Consideration and possible action on an Ordinance ordering a special election to be held on November 3, 2020 in the Village of Volente, Texas, to submit a proposition on the reauthorization of the local sales and use tax in the Village of Volente, Texas, at the rate of one percent (1%) to continue providing revenue for the maintenance and repair of municipal streets; establishing the procedure for the election to be held on November 3, 2020 in the Village of Volente, Texas; providing for other matters relating to the election; and providing for findings of fact, severability, conflicting provisions, governing law, proper notice and open meeting, and an effective date. Ordinance No.**

**a. Council Discussion**

**b. Citizens Communications: All persons wishing to speak on this matter**

**c. Motion:**

**d. Council Vote:**

**5. ELECTION AGREEMENT WITH TRAVIS CTY 2020 NOVEMBER/Mayor**

**A. Discuss and Consider Action on Approval of an Election Services Agreement with Travis County for the Travis County Clerk, as the County's election officer, to conduct the Village's November 3, 2020 General and Special Election, including runoffs, and for the Village's use of the County's current or future-acquired election equipment.**

**a. Council Discussion**

**b. Citizens Communications: All persons wishing to speak on this matter**

**c. Motion: Vote:**

**6. Discuss and Consider Action on Approval of Second Renewal of Interlocal Agreement for Public Health Services between the City of Austin and the Village of Volente for a one-year term effective October 1, 2020 and terminating September 30, 2021.**

**a. Council Discussion**

**b. Citizens Communications: All persons wishing to speak on this matter**

**c. Motion:**

**d. Council Vote:**

7. **PUBLIC WORKS/Wilson**

- A. Discussion and possible action on Phase Two Signage proposed from Public Works Committee.
  - a. Council Discussion
  - b. Citizens Communications: All persons wishing to speak on this matter
  - c. Motion:
  - d. Council Vote:

8. **CARES ACT FUNDING ILA\Frank Wolfe**

- A. Discussion and possible action on the Travis County Interlocal Agreement for Administration of CRF Funding Under The Cares Act CFDA# 21.019
  - a. Council Discussion
  - b. Citizens Communications: All persons wishing to speak on this matter
  - c. Motion:
  - d. Council Vote:

9. **COMPREHENSIVE PLAN UPDATE\Barrick**

- a. **Discussion and review of the updates for the 2004 Comprehensive Plan, the Comprehensive Plan requires an update to be conducted every 5 years and the Village's Comprehensive Plan has NEVER been updated since incorporation of the Village in 2004.**
- b. **Discussion and possible action to approve the comprehensive plan updates, that have been completed since February 2019, and have been postponed or tabled by council for over a year.**
- c. **Discussion and possible action for this council to commit to a specific date and time for the review and discussion of this Comprehensive Plan Updates.**

10. **CODE ENFORCEMENT**



Discussion and possible action regarding the VOV entering into an ILA with another municipality for the purpose of enforcing the VOV Ordinances. **Wilson**

- a. Council Discussion
- b. Citizens Communications: All persons wishing to speak on this matter
- c. Motion:
  
- d. Council Vote:

**Executive Session**

An Executive Session may be held in accordance with the authority contained in Texas Government Code, Section 551.071 for:

- . Consultation with City Attorney
- . Any actions that maybe taken from Executive Session

11. **Adjournment**

Approved by: Jana Nacc, Mayor

I certify that the above Notice of the August 14, 2020 City Council Special Called Meeting was posted on the Municipal Building Window, 16100 Wharf Cove, Volente, Texas 78641 on Tuesday, August 11, 2020 by 4:30pm and the Village website and will remain posted continuously until said meeting is convened.

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

*All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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).*

**3. A.**

Village of Volo  
2c - Budget to Actual Detail  
October 2018 through June 2020

	FY2019 Unaudited		YTD 10/1/19-6/30/20		FY2020
	12 mo Actuals	Annual Budget	9 mo Actuals	9 mo Budget	Orig Budget
Tax Rate		0.0000			0.0900
Effective Tax Rate / No New Revenue Rate					
Rollback Tax Rate / Voter Approval Rate					
Taxable Property Value		224,534,445			244,958,196
Value X Tax Rate		202,081			220,482
<b>Income</b>					
40000 - Property Tax Revenue					
40110 - Real Property Tax - Current Yr	200,352	202,599	213,439	222,475	220,462
40120 - Real Property Tax Prior Yr	1,302	0	8,743	0	0
Total 40000 - Property Tax Revenue	201,654	202,599	222,182	222,475	220,462
41000 - Sales Tax Revenue					
41110 - Mixed Beverage Sales Tax	9,422	10,000	8,068	7,215	10,000
41120 - Sales & Use Taxes	81,725	75,000	61,012	42,607	75,000
41130 - Sales & Use Tax Rev for Rd Maint	81,725	75,000	61,012	42,607	75,000
Total 41000 - Sales Tax Revenue	172,872	160,000	130,092	92,430	160,000
42000 - Utility Franchise Fees					
42110 - Franchise Fees	31,494	30,000	26,251	25,500	34,000
Total 42000 - Utility Franchise Fees	31,494	30,000	26,251	25,500	34,000
43000 - Development Fees & Related					
43120 - Site & Building Fees & Permits	1,878	4,000	15,461	3,000	4,000
43130 - Subdivision Fee	0	0	1,869	0	0
43150 - Administrative Fees	6,383	4,000	34,784	750	1,000
43155 - Handling Fees & Markup	4,324	3,000	4,552	3,000	4,000
43160 - Variance Fee	2,000	1,000	8,500	1,125	1,500
43000 - Development Fees & Related - Other	156		700		
Total 43000 - Development Fees & Related	14,540	12,000	65,866	7,875	10,500
45000 - Village Permits					
45910 - Short Term Rental Permit	1,850	500	425	450	600
Total 45000 - Village Permits	1,850	500	425	450	600
47000 - Investment Earning					

**3. B.**

## Tax Rate Calculations

### Calculation of Eff Tax rate:

250,653,117 2020 Estimate of Net Taxable per 7/24/20 TCAD letter  
 (5,347,205) New Value in 2020 per 7/24/20 TCAD letter  
 245,305,912 2019 value of Propoerties that existed both years  
 221,276 Tax raised in previous year  
 0.0902 Now New Rev rate (prev Eff Rate)  
 0.0934 Voter Approval Rate-NNR rate + 3.5% (prev Roll back rate used 8%)  
 0.0936 Voter Approval Rate per TNT worksheet  
 - Proposed Tax Rate  
 - Property tax rev raised from new property

### Contacts:

Marya Crigler, Chief Appraiser, mcrigler@tcadcentral.org 512-834-9317 x 337  
 Veronica Ruiz, tax mgr, 512-854-7969 (best) or Christina Cerda Tax Migr 512-854-3858

### Travis County Small Cities Property Tax Rates 2019:

Manor	0.8161
Elgin	0.6570
Lago Vista	0.6500
Jonestown	0.5656
Leander	0.5419
Mustang Ridge	0.4692
Cedar Park	0.4470
Creedmoor	0.3160
Willage of Webberville	0.3073
Village of San Leanna	0.2498
Rollingwood	0.2088
Lakeway	0.1645
Briarcliff	0.1319
Point Venture	0.1220
Village of the Hills	0.1000
Village of Volente	0.0900
Westlake Hills	0.0700
Bee Cave	0.0200

### Volente Tax Rate History:

Year	Tax Rate
2020 Prop	0.0900
2019	0.0900
2018	0.0900
2017	0.1085
2016	0.1065
2015	0.1000
2014	0.1300
2013	0.1300
2012	0.1215
2011	0.1286
2010	0.1286
2009	0.1286
2008	0.1230
2007	0.1256
2006	0.1210
2005	0.1200
2004	0.1330
Avg since 2004	0.1178

# CERTIFICATION OF 2020 TAX RATE AND HEARING UPLOAD

The following information was certified to the Travis taxing unit portal for use on the tax transparency website by Steve.Baker@btasystems.com on 2020-08-08 13:24:38

## VILLAGE OF VOLENTE

TAXING UNIT

512-250-2075

16100 WHARF COVE

<http://www.villageofvolente-tx.gov>

ASSESSOR COLLECTOR | BRUCE ELFANT

## WEBSITE RATES

ADOPTED RATE	<b>0</b>	ADOPTED RATE DOCUMENTS UPLOADED (YES OR NO)	<b>NO</b>
PROPOSED RATE	<b>0.0935</b>		
VOTER APPROVAL RATE	<b>0.0936</b>		
NO NEW REVENUE RATE	<b>0.0902</b>	NO NEW REVENUE RATE DOCUMENTS UPLOADED (YES OR NO)	<b>YES</b>

## HEARINGS

Description	Date & Time	Location	Hearing Notice Document
-------------	-------------	----------	-------------------------

PREPARED BY

# Notice About 2020 Tax Rates

(current year)

Property Tax Rates in Village of Volente (taxing unit's name)

This notice concerns the 2020 property tax rates for Village of Volente  
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

*Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.*

**This year's no-new-revenue tax rate** ..... \$ 0.0902 /\$100

**This year's voter-approval tax rate** ..... \$ 0.0936 /\$100

To see the full calculations, please visit travis.trueprodigy-taxtransparency.com for a copy of the Tax Rate Calculation Worksheet.  
(website address)

## Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Fund	\$ 441,000
Parkland Fund - Restricted	61,000
Special Revenue Fund & Committed Fund for Road Maint	698,000

## Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
none	\$	\$	\$	\$

*(expand as needed)*



**Eligible County Hospital Expenditures**

The \_\_\_\_\_ spent \$ \_\_\_\_\_ from July 1 \_\_\_\_\_ to June 30 \_\_\_\_\_  
*(name of taxing unit) (amount) (prior year) (current year)*

on expenditures to maintain and operate an eligible county hospital. In the preceding year, the \_\_\_\_\_  
*(taxing unit name)*

spent \$ \_\_\_\_\_ for county hospital expenditures. For the current tax year, the amount of increase above last year's expenditures is

\$ \_\_\_\_\_. This increased the voter-approval tax rate by \_\_\_\_\_ /\$100 to recoup \_\_\_\_\_  
*(amount of increase) (use one phrase to complete sentence: the increased expenditures, or 8% more than the preceding year's expenditures)*

This notice contains a summary of the no-new-revenue and voter-approval calculations as

certified by \_\_\_\_\_  
*(designated individual's name and position) (date)*

**4. A.**

**ORDINANCE 2020-\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) COUNCIL MEMBERS OF THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THE ELECTION; MAKING OTHER PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, CONFLICTING PROVISIONS, GOVERNING LAW, PROPER NOTICE AND OPEN MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS**, the laws of the State of Texas provide that on November 3, 2020, there shall be a general election for municipal officers; and

**WHEREAS**, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election and designating the voting place for said election; and

**WHEREAS**, the Village of Volente, Texas, (the "City") lies within the boundaries of Travis County; and

**WHEREAS**, the City approves and agrees to conducting the General Election jointly with other political subdivisions in Travis County in accordance with Tex. Elec. Code Chapter 271.

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

**Section 1. General Election Ordered.** A general election shall be held on November 3, 2020 to elect the following city officers: Mayor, Council Member Place 2, and Council Member Place 4 of the Village of Volente, Texas.

**Section 2. Filing Period.** Candidates for the above offices may file their application beginning at 8:00 a.m. July 18, 2020 and shall file their applications no later than 5:00 p.m. August 17, 2020. All candidates for the offices to be filled in the election to be held on November 3, 2020, shall file their application to become candidates, with the City Secretary of the City at City Hall, 16100 Wharf Cove, Volente, Texas, on any weekday that is not a City holiday between 8:00 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by the Election Code of the State of Texas.

**Section 3. Drawing.** The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Notice of the drawing will be posted by the City Secretary a minimum of seventy-two (72) hours in advance.

**Section 4. Ballots and Printed Materials.** The ballots used for the election shall comply with the Texas Election Code and be in the form provided by the City to the Travis County Election Officer (the "Election Officer") for use on the voting devices and ballots used by Travis County.

The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

**Section 5. Joint Election.** The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on November 3, 2020, in all or part of the same territory as the City. The joint election for political subdivisions in Travis County will be conducted in accordance with state law, this ordinance, and the contract for election services with Travis County (“Election Services Contract”).

**Section 6. Conduct of Election.** The Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of general elections by general law cities of the State of Texas.

**Section 7. Election Precinct and Polling Place.** The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. Election Day voting shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. The returns for the precincts in Travis County will be provided by precinct, and the Election Officer shall tabulate and provide the election returns for the election. Any polling place may be changed by the Election Officer upon compliance with state and federal law.

**Section 8. Election Officer.** The Election Officer is appointed to serve as the City’s Election Officer, Joint Early Voting Clerk and the Joint Custodian of Records for precincts which may be affected, to conduct the City’s election on November 3, 2020. As the City’s Election Officer and Early Voting Clerk, The Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City’s election in compliance with state law and the Election Services Contract.

**Section 9. Early Voting.** Early voting, both by personal appearance and by mail, will be conducted by the Election Officer in accordance with the Texas Election Code. Early voting by personal appearance shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. Early voting shall commence on Tuesday, October 13, 2020, and continue through Friday, October 30, 2020. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Election Officer for City residents. The early voting clerk’s official mailing address is:

Travis County Early Voting Clerk  
P.O. Box 149325  
Austin, Texas 78714-9325

**Section 10. Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their

respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Travis County for the election.

**Section 11. City Secretary.** The City Secretary, or designee, is instructed to aid the Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Service Contract. The City Secretary will serve as Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots and forward those applications to the Joint Early Voting Clerk. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the Election Services Contract between Travis County and the City, the Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the Election Services Contract. The Election Officer shall give the notices required by the Texas Election Code to be given for the election not required to be given by the City under the Election Services Contract.

**Section 12. Notice of Election.** Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**Section 13. General.** The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City shall be eligible to vote at said election.

**Section 14. Effective Date; Election Code.** This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

**Section 15. Open Meetings.** It is 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 Chapter 551, Tex. Gov't. Code.

PASSED AND APPROVED this 6<sup>th</sup> day of August 2020.

---

Jana Nace, Mayor

**ATTEST:**

---

**Acting City Secretary**

**4. B.**

**ORDINANCE 2020-\_\_\_**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN THE VILLAGE OF VOLENTE, TEXAS, TO SUBMIT A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE VILLAGE OF VOLENTE, TEXAS, AT THE RATE OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; ESTABLISHING THE PROCEDURE FOR THE ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN THE VILLAGE OF VOLENTE, TEXAS; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, CONFLICTING PROVISIONS, GOVERNING LAW, PROPER NOTICE AND OPEN MEETING, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 327 of the Texas Tax Code authorizes cities to impose a local sales and use tax rate for funds dedicated to street maintenance and repair upon a properly held election approving the same; and

**WHEREAS**, the Village Council of the Village of Volente, Texas (“City”) hereby finds that a special election should be held for the purpose of submitting a proposition reauthorizing the levy and collection of the local sales and use tax in Volente, Texas, at the rate of one percent (1%) to continue to provide revenue for the maintenance and repair of municipal streets; and

**WHEREAS**, the Village Council finds and determines that the holding of a special election on the date set forth below, a uniform election date, is in the public’s interest.

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

Section 1. Special Election Ordered. A special election shall be held on November 3, 2020 to determine whether or not there shall be a reauthorization of the local sales and use tax in the Village of Volente, Texas, at the rate of one percent (1%) to continue providing for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

Section 2. Ballots and Printed Materials. The ballots used for the election shall comply with the Texas Election Code and be in the form provided by the City to the Travis County Election Officer (the “Election Officer”) for use on the voting devices and ballots used by Travis County. The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law. The official ballots shall be prepared so as to permit qualified voters to vote “FOR” or “AGAINST” the aforesaid proposition which shall appear on the ballot substantially as follows:

**PROPOSITION**

**The reauthorization of the local sales and use tax in the Village of Volente at the rate of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets.**

**The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.**

**FOR ( )                      AGAINST ( )**

**Section 3. Joint Election.** The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on November 3, 2020, in all or part of the same territory as the City. The joint election for political subdivisions in Travis County will be conducted in accordance with state law, this ordinance, and the contract for election services with Travis County (“Election Services Contract”).

**Section 4. Conduct of Election.** The Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Services Contract and the law governing the holding of special elections by general law cities of the State of Texas.

**Section 5. Election Precinct and Polling Place.** The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. Election Day voting shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. The returns for the precincts in Travis County will be provided by precinct, and the Election Officer shall tabulate and provide the election returns for the election. Any polling place may be changed by the Election Officer upon compliance with state and federal law.

**Section 6. Election Officer.** The Election Officer is appointed to serve as the City’s Election Officer, Joint Early Voting Clerk and the Joint Custodian of Records for precincts which may be affected, to conduct the City’s election on November 3, 2020. As the City’s Election Officer and Early Voting Clerk, The Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in the City’s election in compliance with state law and the Election Services Contract.

**Section 7. Early Voting.** Early voting, both by personal appearance and by mail, will be conducted by the Election Officer in accordance with the Texas Election Code. Early voting by personal appearance shall be conducted at places, times, and locations authorized and required by state law and the Election Officer. Early voting shall commence on Tuesday, October 13, 2020, and continue through Friday, October 30, 2020. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Election Officer for City residents. The early voting clerk’s official mailing address is:

Travis County Early Voting Clerk  
P.O. Box 149325  
Austin, Texas 78714-9325

**Section 8. Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said special election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and

appoint the election judges and alternate election judges that are appointed by Travis County for the election.

**Section 9. City Secretary.** The City Secretary, or designee, is instructed to aid the Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Service Contract. The City Secretary will serve as Regular Early Voting Clerk for the City to receive requests for applications for early voting ballots and forward those applications to the Joint Early Voting Clerk. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the Election Services Contract between Travis County and the City, the Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the Election Services Contract. The Election Officer shall give the notices required by the Texas Election Code to be given for the election not required to be given by the City under the Election Services Contract.

**Section 10. Notice of Election.** Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**Section 11. General.** The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City shall be eligible to vote at said election.

**Section 12. Effective Date; Election Code.** This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

**Section 13. Open Meetings.** It is 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 Chapter 551, Tex. Gov't. Code.

PASSED AND APPROVED this 6<sup>th</sup> day of August 2020.

---

Jana Nace, Mayor

ATTEST:

**ATTEST:**

---

**Acting City Secretary**

**5. A.**

# **ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND VILLAGE OF VOLENTE**

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and **Village of Volente** ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

## **Section 1. GENERAL PROVISIONS**

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
  - (1) The term "Election Officer" refers to the Travis County Clerk;
  - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
  - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
  - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

**SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT ; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY**

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

**SECTION 3. APPOINTMENT OF ELECTION OFFICER**

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
  - (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the

conduct of an election, except that:

- a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
    - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
    - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
  - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
    - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
    - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
    - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
  - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
  - (4) Conducting the official canvass of a Participating Entity election;
  - (5) administering the Participating Entity's duties under state and local campaign finance laws;
  - (6) having a Participating Entity representative serve as the custodian of its election records; and
  - (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) **The City Attorney or designee** will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. **The City Attorney or designee** will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. **The City Attorney or designee** will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

#### **SECTION 4. ELECTION WORKERS AND POLLING PLACES**

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the

Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

## SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) **Requests for Election Services.** For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) **Cancellations.** On or before 11:59 p.m. on the 68<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60<sup>th</sup> day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60<sup>th</sup> day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election .
- (D) **Notice, Cost Estimate, Initial Invoicing, and Initial Payment.**
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: [elections@traviscountytx.gov](mailto:elections@traviscountytx.gov), with a copy to [Election.Entities@traviscountytx.gov](mailto:Election.Entities@traviscountytx.gov). The Participating Entity has designated City Attorney or designee as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: [Cristian@texasmunicipallawyers.com](mailto:Cristian@texasmunicipallawyers.com), [city.secretary@volentetexas.gov](mailto:city.secretary@volentetexas.gov).

- (2) **Initial Cost Estimate.** On or before the 60<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) **Initial Invoice and Initial Payment.** Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) **Runoff Elections.** For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) **Final Accounting and Final Invoice.** The County will send the Participating Entity a final invoice of election expenses not later than 90 day unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
  - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

#### **SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT**

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after June 30, 2020 through January 1, 2021, the Participating Entity shall pay one half of one percent of the cost of the electronic voting system equipment installed at a polling place and one-half of one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
  - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

## **SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS**

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

## **SECTION 8. COMMUNICATIONS**

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

## **SECTION 9. MISCELLANEOUS PROVISIONS**

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

VILLAGE OF VOLENTE  
16100 Wharf Cove  
Volente, Texas 78641  
512-250-2075

Cc: Village Attorney  
11675 Jollyville Road, Suite 300  
Austin, Texas 78759

TRAVIS COUNTY  
Honorable Dana DeBeauvoir, Travis County Clerk  
1000 Guadalupe Street, Room 222  
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney (or his successor)  
314 West 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is

sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

**(H) Payments from Current Revenues**

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

**(I) Other Instruments**

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

**(J) Third Party Beneficiaries**

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**(K) Joint Election Agreements**

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

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. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

**(L) Addresses for Payments**

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division  
P.O. Box 149325  
Austin, Texas 78714

Village of Volente  
16100 Wharf Cove  
Volente, Texas 78641  
512-250-2075

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

*[Signatures on following page]*

**VILLAGE OF VOLENTE**

BY: \_\_\_\_\_  
Jana Nace  
Mayor

DATE: \_\_\_\_\_

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Sam Biscoe (or his successor)  
County Judge

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Dana DeBeauvoir  
County Clerk

DATE: \_\_\_\_\_

**6.**



August 4, 2020

Angela Watson, City Secretary  
Village of Volente  
16100 Wharf Cove  
Volente, TX 78641

Dear Ms. Watson,

Under the terms of the attached Interlocal Agreement between the Village of Volente and the City of Austin, this agreement for public health services is set to expire on September 30, 2020. Per Section 2.0, this agreement may be renewed for an additional three (3) one-year terms upon written approval of the parties.

Please find attached two original agreement renewal forms signed by Austin Public Health Director Stephanie Hayden. To finalize the renewal of the agreement, please have the City Manager/Administrator/Secretary as appropriate sign these two forms and return one original copy to the Environmental Health Services Division using the enclosed stamped, self-addressed envelope.

We appreciate the opportunity to work with your city to provide these public health services. Should you have any questions, please do not hesitate to contact us.

Respectfully,

Don Hastings, Assistant Director  
Environmental Health Services Division  
Austin Public Health

Attachments: Renewal of Interlocal Agreement Form (2)

cc: Stephanie Hayden, Director APH  
Marcel Elizondo, Program Manager II, APH/ EHSD  
Nga Dao, Administrative Manager, APH/EHSD  
Matthew Reid, Environmental Health Supervisor, APH/ EHSD  
Denise Estrada, Customer Solutions Coordinator



**SECOND RENEWAL OF INTERLOCAL AGREEMENT  
FOR PUBLIC HEALTH SERVICES  
BETWEEN THE CITY OF AUSTIN AND THE VILLAGE OF VOLENTE**

This Second Renewal of the Interlocal Agreement for Public Health Services is entered into by and between the City of Austin, a Texas home-rule municipality located in Travis, Hays and Williamson counties (Austin), and the Village of Volente, a Texas municipal corporation located in Travis County (Volente).

Austin and Volente entered into an interlocal agreement under which Austin provides certain public health services to Volente in exchange for compensation in the form of inspection, permit and other fees.

The initial term of the Agreement became effective on October 1, 2018 and the first renewal of the Agreement became effective on October 1, 2019.

The terms of the initial Agreement permit the parties to renew the Agreement for up to four successive one-year terms. Austin and Volente wish to renew the Agreement for a one-year term effective October 1, 2020, and terminating on September 30, 2021.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are acknowledged, Austin and Volente agree to amend the Agreement as follows:

- 1) The Agreement is renewed for an additional one-year term from October 1, 2020, through September 30, 2021 (2021 Term).
- 2) All other terms and conditions of the Agreement shall remain in full force and effect for the 2021 Term.

CITY OF AUSTIN  
A Texas Home Rule Municipality

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

VILLAGE OF VOLENTE

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

**7.**

**Sponsor did not provide any backup materials**

**8.**

**TRAVIS COUNTY INTERLOCAL AGREEMENT  
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT  
CFDA # 21.019**

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, ("County"), and the Village of Volente, a Type B general law municipality located wholly or partly in Travis County, Texas ("City").

**RECITALS**

This Agreement is for certain management services, as identified in Section 5 (Scope of Services) under authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Chapter 791.

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County desires to contract with City for the administration of the distribution of a portion of Travis County's CARES Act funds by providing funds to City for certain activities authorized in the Treasury CRF Guidance. City is capable of providing the services and related activities for the appropriate reimbursement for distribution of CRF Funding.

On March 6, 2020, the Travis County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of City and its residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Travis County economy and the economic welfare of the residents of Travis County.

The Parties desire to enter into this Agreement for these purposes.

## **AGREEMENT**

### **PART 1- TRANSACTIONAL REQUIREMENTS**

#### **1. TERM:**

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

#### **2. DEFINITIONS:**

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to City by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services or benefits, and management fees, and other appropriate supporting documentation.

2.5 "Proposed City Program" means any specific projects, programs, initiatives, purchases, or disbursements of funds proposed by City.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.

2.7 "Records" means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 "Treasury CRF Guidance" means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 "Working Day" means Monday through Friday except for days that County has designated as holidays and listed at <http://www.traviscountytexas.gov/human-resources/holiday-schedule>.

### 3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

### 4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

4.1 This Agreement and any subsequent amendments;

4.2 Exhibit A.

4.3 Exhibit B.

## **5. REPRESENTATIONS AND WARRANTIES OF CITY:**

5.1 City represents and warrants that City will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 City represents and warrants that City does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in City's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 City represents and warrants that City will not make prepayments on contracts using the CRF Funding if doing so would not be consistent with City's policies and procedures in the ordinary course.

5.4 City represents and warrants that City will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

## **6. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:**

6.1 Nature of Funding.

6.1.1 City acknowledges and recognizes that the source of the CRF Funding is Travis County and its CARES Act allocation for any public programs or initiatives using the CARES Act funding.

6.1.2 City receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding City acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. City agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of City's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture by County for return to the Direct Costs Program or for return to the United States Department of the Treasury.

6.2 Deposit of CRF Funding.

6.2.1 Separate Account City shall create a separate, segregated account solely for holding and disbursing the CRF Funding and deposit both the initial advance of not more than 20% of the Not to Exceed Amount and the reimbursements based on Eligible COVID-19 Expenditures from the CRF Funding into that account.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, City must treat all interest earned and all proceeds of investment as if it were CRF Funding received from Travis County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding is are payable, City shall provide the Travis County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Direct Deposit. City must email the Travis County Auditor at [CRF-Funding@traviscountytexas.gov](mailto:CRF-Funding@traviscountytexas.gov) to obtain an electronic form to set up direct deposit into City's segregated CRF Funding account through electronic ACH deposit.

6.2.5 City must send requests for reimbursement with all necessary Expense Documentation to:

Patti Smith, CPA

Travis County Auditor

Preferably via e-mail to: [CRF-Funding@traviscountytexas.gov](mailto:CRF-Funding@traviscountytexas.gov)

or

Via US mail to: P.O. Box 1748

Austin, Texas 78767

### 6.3 Request for CRF Funding.

6.3.1 Advance. City must submit its Proposed City Programs to County for approval based on the eligibility criteria in 7.4 to ensure compliance with the requirements of the CARES Act. After County has approved the Proposed City Programs, City may request an advance of CRF Funding through the Travis County Auditor that covers actual costs incurred from on after March 1, 2020 with the Expense Documentation for reimbursement or up to 20% of their Not to Exceed Amount, whichever is larger. No Expense Documentation is required to receive a 20% advance; however, City must pay the County for any amount paid to City for the advance and/or reimbursements for which City has not submitted Expense Documentation for Eligible COVID-19 Expenditures to the Travis County Auditor on or before October 31, 2020.

6.3.2 Reimbursements of the Remainder. City must have written approval for its Proposed City Program from the County to receive reimbursements from the remaining **eighty percent (80%)** of the Not to Exceed Amount. City may request reimbursement of Eligible COVID-19 Expenditures from the Travis County Auditor for the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount under this Agreement through October 31, 2020.

6.3.3 Issuance of ACH. Due to statutory requirements for auditing by the Travis County Auditor and approval by Commissioners Court, County may require ten (10) business days to process requests for advances and requests for reimbursements.

### 6.4 Use of CRF Funding.

6.4.1 City shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020 in compliance with this Agreement.

6.4.2 City may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020.

### 6.5 City's Obligations relating to its Use of the CRF Funding.

6.5.1 City shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 City shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If City's CRF Funding account is already closed out, City shall reimburse and return to County any portion of the CRF Funding that County or the U.S. Department of the Treasury, or their designees deem was

not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 City shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. City shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. City shall deliver a copy of all Expense Documentation and the final report of Eligible COVID-19 Expenditures to the County no later than November 20, 2020, and shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 City shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding by County and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.5.5 City shall return and re-pay any CRF Funding that has not been expended by 11:59 p.m., October 31, 2020.

6.5.6 By November 20, 2020, City shall provide County with a report of the use of all CRF Funding and return any CRF Funding that was not used for Eligible COVID-19 Expenditures. Any and all CRF Funding may be collected and redistributed at County's discretion.

6.6 City's Obligations for Use of the CRF Funding Received as Reimbursements.

6.6.1 City may choose to set up programs that are in compliance with the eligibility criteria in subsection 7.5 of this Agreement. City shall coordinate with County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.6.2 City shall only request reimbursement from the CRF Funding for Eligible COVID-19 Expenditures. It is City's responsibility to remain informed of and act in accordance with all updates and amendments to the CARES Act and the Treasury CRF Guidance. If the City is not sure that an expenditure is an Eligible COVID-19 Expenditure, it should seek an opinion from its City Attorney before making the expenditure.

6.6.3 City shall only disburse the advance of the CRF Funding or claim reimbursements from the CRF Funding for Eligible COVID-19 Expenditures for City's response to the COVID-19 disaster for its own operational needs and for the needs of eligible City residents and businesses within its municipal corporate limits and within Travis County boundaries as determined by County.

6.6.4 City shall report all expenditures made under this Agreement and submit claims for reimbursements to County on a monthly basis through November 20, 2020 in any report format as determined by County in County's sole discretion.

6.7 Attorney's Fees and Costs. City shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against City to enforce the terms of this Agreement to the extent allowed by law.

6.8 Subsequent Direct Federal Funding for City. If the United States Congress enacts additional statutes that provide funding directly to City for responses to the COVID-19 disaster, there is a risk that City's use of that funding may change the eligibility of claims previously reimbursed by County. City shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to City by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the City must pay back the reimbursement so County can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

## 7. COUNTY'S OBLIGATIONS:

7.1 Supervision. The Travis County Auditor in consultation with County's consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds City has disbursed under any pre-approved Proposed City Program.

7.2 Calculation of Maximum City Funding. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County.

7.2.1 "Funding Formula" means the formula used by the State of Texas to allocate a portion of the state's CRF funds among counties and cities with a population of 500,000 or less which results in **Fifty Five Dollars** per City Resident who resides within the boundaries of Travis County.

7.2.2 County shall calculate the Not to Exceed Amount using the **Dollars per City Resident** resulting from using the Funding Formula.

7.2.3 "Not to Exceed Amount" means **Fifty-Five Dollars (\$55)** per City Resident multiplied by the Number of City Residents Residing Within Travis County Boundaries when the population used equals the US Census Bureau's estimated 2019 population, or the most recent US Census Bureau's estimated population available.

7.2.4 Within this Not to Exceed Amount City may include management fees for costs it incurs for administering the CRF Funding that were not included in its most recent approved budget before March 27, 2020 if those costs do not exceed **ten percent (10%)**

of all funds received under this Agreement. For example, if the City must hire additional staff or pay overtime that was not included in the budget to manage an approved Proposed City Program, these expenditures up to 10% of the CRF Funding provided to the City under this Agreement may be claimed for reimbursement.

7.2.5 If City submits a Proposed City Program or requests reimbursement for expenditures that do not clearly meet the criteria in the CARES Act and it is necessary for County to seek review of the request by its consultant with this compliance expertise, County may charge that against City's Not to Exceed Amount as an expense necessary for County to administer this Agreement. These charges will be documented by an invoice from the consultant that indicates the fee charged, the subject matter of the request and the City making the request for review for payment.

### 7.3 Distribution of Not to Exceed Amount.

7.3.1 Subject to the terms and conditions of this Agreement, County shall transfer from its CARES Act funding **twenty percent (20%)** of City's Not to Exceed Amount under this Agreement to City within 10 business days after County approval of the Proposed City Programs and request for the advance payment.

7.3.2 Through October 31, 2020, County shall reimburse City for Eligible COVID-19 Expenditures from the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount for Proposed City Programs approved by County.

### 7.4 Eligibility for Advance and/or Reimbursement. The Proposed City Program must comply with the following criteria:

7.4.1 City has presented a documented need for the Proposed City Program, in the format requested by County;

7.4.2 To avoid duplication of benefits which is prohibited by the Treasury CRF Guidance, the Proposed City Program, does not provide the same or similar benefits to City's residents or businesses that are provided by a County program, unless the City has coordinated with the County staff or the County consultant for the applicable County program to ensure that there is no duplication of benefits. The Proposed City Programs are subject to the following:

7.4.2.1 If the Proposed City Program provides benefits for businesses in the form of grants or loans or business coaching that city must coordinate with Business and Community Lenders of Texas about any businesses which it is considering for a grant or a loan, and communicate identifiable information about these businesses on a frequent basis and before awarding and advancing funds to small businesses in their jurisdiction and not award additional funding to a business to which County has already advanced funding, or

7.4.2.2 If the Proposed City Program provides benefits for residents, the City benefits for residents cannot include assistance with rent, mortgage payments or utility costs, because such assistance is already provided by County.

7.4.3 The Proposed City Program only addresses needs of City's residents resulting from the declared COVID-19 disaster and small businesses within the boundaries of Travis County, and does not provide direct benefits to those in adjacent counties;

7.4.4 The Proposed City Program, addresses needs resulting from the declared COVID-19 disaster with costs incurred beginning on or after March 1, 2020 in compliance with the CARES Act and the Treasury CRF Guidance;

7.4.5 If approved, City will be able to use or distribute all of the funds provided for the Proposed City Program before October 31, 2020 to ensure full expenditure of the funding received by County from the CARES Act funds;

7.4.6 To maximize federal funding available for use within the Travis County boundaries, City must have submitted the Proposed City Program for any applicable federal grant or funding through another federal funding source like FEMA and have had that submission disallowed unless the Proposed City Program is clearly not eligible for any other funding;

7.4.7 The Proposed City Program was not included in City's most recent budget approved before March 27, 2020 as certified by the appropriate official of City;

7.4.8 The Proposed City Program does not, directly or indirectly (such as assistance with payment of ad valorem taxes), replace City revenue lost as a result of the COVID-19 disaster; and

7.4.9 The Proposed City Program complies with the CARES Act and the Treasury CRF Guidance.

7.5 Requirements for Reimbursement. County shall reimburse City in an aggregate amount up to City's Not to Exceed Amount which is **Thirty Two Thousand, Six Hundred Seventy Dollars (\$32,670)** for Proposed City Programs if City:

7.5.1 Has obtained written pre-approval from County staff in consultation with its consultant for maximizing the efficiency and effectiveness of County's response for the Proposed City Program based on the eligibility criteria in section 7.5;

7.5.2 Before October 31, 2020, requests reimbursement for the specific Proposed City Programs approved by the County;

7.5.3 Complies with the reporting requirements in this Agreement on a timely basis;

7.5.4 Complies with County's requirements placed on approval of the Proposed City Program; and

7.5.5 Certifies that none of the amounts submitted for reimbursement were:

7.5.5.1 Included in City's most recent budget approved before March 27, 2020 or

7.5.5.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace City revenue lost as a result of the COVID-19 disaster.

## **8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:**

8.1 **Required Documentation.** City must submit complete, accurate Expense Documentation as required by the Travis County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, City shall itemize the Expense Documentation. Within the Expense Documentation, City must include invoices from subcontractors and suppliers, if any.

8.2 **Timing of Submission.** City understands and acknowledges that all Expense Documentation must be submitted to County on a rolling monthly basis before October 31, 2020. On or before the first day of each month before October 31, 2020, City must submit all required Expense Documentation as Eligible COVID-19 Expenditures are incurred and City disburses funds. City must submit only Expense Documentation that relates to services rendered and funds disbursed during the previous month. There is one exception to this. City may submit Expense Documentation for services rendered and/or funds disbursed between March 1, 2020 and the date this Agreement begins with Expense Documentation for the first month after this Agreement begins if the Proposed City Program has been approved and the expenditures are Eligible COVID-19 Expenditures.

8.3 **Penalties.** If City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement, County may either withhold reimbursements until City complies with all reporting and other requirements, or terminate this Agreement with no obligation to reimburse for undocumented or ineligible services, or both.

8.4 **Maintenance and Retention of Records.** City shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. City shall make these Records available in Travis County for inspection by County or authorized County and federal personnel upon request. City must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, City must keep these Records after the seven (7) years and until all litigation, claims, or

audit findings are resolved. **City is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.4 has lapsed. Destruction is deemed non-compliance.**

**8.5 Federal Accounting Requirements.** City acknowledges that CRF Funding payments are considered to be “other financial assistance” under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

**8.5.1** a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), , if City as a subrecipient has spent \$750,000 or more in federal awards during its fiscal year, and

**8.5.2** the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

**8.5.2.1** 2 C.F.R. § 200.303 regarding internal controls,

**8.5.2.2** §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and

**8.5.2.3** subpart F regarding audit requirements.

**8.6 Access to Records and Audit.** City grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any City Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. City shall furnish all Records to authorized County and federal personnel in Travis County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to City’s personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Travis County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

**8.7 Requirement to Address Audit Findings.**

**8.7.1** If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the City’s obligations hereunder, City agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the City’s receipt of the findings. City’s corrective action plan is subject to the approval of County.

8.7.2. City understands and agrees that City must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Travis County Auditor or County through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. City agrees to complete any corrective action approved by County within the time period specified by County and to the satisfaction of County, at the sole cost of City. City shall provide to County periodic status reports regarding City's resolution of any audit, corrective action plan, or other compliance activity for which City is responsible.

8.7 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of City.

## **9. CONFIDENTIALITY:**

9.1 City shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. City shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and City are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Travis County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees ("County Requestors") may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas. City releases County Requestors from any liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part of them, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County in reliance on any advice, decision or opinion of the Attorney General of Texas to be available to the public or any persons.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

## **10. ALLOCATION OF RISK:**

**THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.**

#### **11. INSURANCE:**

At all times during this Agreement, City and County shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. City and County are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

#### **12. EXPENSES AND TAX**

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the City for the payment of these taxes under this Agreement. County shall not reimburse City for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon City's cost in its performance or acquiring products or services or materials or supplies furnished or used by City under this Agreement.

#### **13. GENERAL FISCAL TERMS AND CONDITIONS:**

13.1 Not to Exceed Amount. City understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed City Programs under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, distributed in 7.3 and stated in Section 7.5** unless a written amendment is approved by the Travis County Commissioners Court and is executed by the Parties. County shall not pay for any

services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

**13.2 Transparency to Avoid Duplication of Funding.** City understands and agrees that it is necessary for City to be completely transparent with County about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. City shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants. City shall also provide County with notice of approvals and rejections of these submissions and will certify that all information submitted to the County is true, accurate and complete to the best of the certifying official's knowledge.

**13.3 Monitoring.** The Travis County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount and shall resolve any dispute between the Parties related to County's reimbursements to City under this Agreement.

**13.4 Reimbursements for Remainder.** City may request reimbursements for the remaining reimbursable **eighty percent (80%)** of the CRF Funding through October 31, 2020. If City seeks funding after October 31, 2020, County may, in its sole discretion, disallow or refuse to fund any activity or disbursement. County shall not reimburse City for any costs that are not allowable under applicable statutes, rules and regulations. City shall not distribute or use CRF Funding for any expenditures that are not allowable under applicable statutes, rules and regulations. If County has advanced CRF Funding or reimbursed City for expenditures that are ineligible or become ineligible as a result of changes in the CARES Act or the Treasury CRF Guidance, County has the right to withhold all or part of any subsequent reimbursement to City to offset a reimbursement to City for expenditures that were ineligible or became ineligible or for which City has not provided Expense Documentation as determined by County Auditor in her sole discretion.

**13.5 Refund provision.** County has the right to demand repayment of any funds paid to City that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures unless these were offset against a subsequent reimbursement. Upon notice by County, City shall promptly pay back any monies previously reimbursed by County that County, in its sole discretion, determines were ineligible expenditures by City or were not in compliance with this Agreement.

**13.6 Prior Debts.** County shall not be liable for costs incurred or performances rendered by City before March 1, 2020 or after October 31, 2020; for expenditure that City has not submitted a request for reimbursement to County within the applicable time frame stated in this Agreement; or for any reimbursement for services or activities not provided in compliance with this Agreement.

**13.7 Prevention of Fraud and Abuse.** City shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. City shall report any known or suspected incident of fraud or program abuse involving City's employees or agents immediately to the County in writing. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

**13.8 Prompt Payment Act.** City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**13.9 Federal Funded Agreement.** This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement and without additional reimbursement by County, City shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

**13.10 Fiscal Funding Clause.** Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. City has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

#### **14. AMENDMENTS AND CHANGES IN THE LAW:**

**14.1** A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by Travis County Commissioners Court and executed by the Parties.

**14.2** Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

**15. ASSIGNMENT:**

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

**16. SUBCONTRACTING:**

The costs of any subcontracted services related to City's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If City enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. City acknowledges that it is solely responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County has the right to prohibit City from using any subcontractor.

**17. REMEDIES AND WAIVER OF BREACH:**

17.1 City and County both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing.

17.4 It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

**18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:**

18.1 If County determines that City materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

18.1 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by County;

18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

18.3 Disallowing claims for reimbursement;

- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the City from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

City costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently.

County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

**18.2 Suspension.** If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. City shall stop all services pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. City may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

**18.3 Termination.** At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to City and City shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.

**18.3.1 Without Cause:** Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

**18.3.2 With Cause:** County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to City and City shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by City or City's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 City's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 City's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 City's failure to comply with the reporting requirements, the specifications of the Proposed City Programs approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

**19. NOTICE:**

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

**TO COUNTY:**

Judge Samuel T. Biscoe  
Travis County  
700 Lavaca Avenue St. 2nd Floor  
Austin, Texas 75701 (512) 854-9555 (office)

**TO CITY:**

Jana Nace  
Mayor, Village of Volente  
16100 Wharf Cove  
Volente, TX 78641 (512) 426 7347

With a copy to:

Bonnie S. Floyd, MBA, CPPO, CPPB  
Purchasing Agent  
Travis County Purchasing Office  
700 Lavaca Avenue St. 7<sup>th</sup> Floor  
Austin, Texas 75701 (512) 854-9700 (office)

Nanette Akinleye  
City Secretary  
Village of Volente  
16100 Wharf Cove  
Volente, TX 78641

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. County and Contractor shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

## **20. IMMUNITY:**

**20.1 County Immunity.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law.

**20.2 City Waiver of Sovereign Immunity.** In consideration of County providing the CRF Funding to enable City to serve residents within the portion of City's jurisdiction within Travis County and to the extent that City may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), City hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by October 31, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, City acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a this clear and unambiguous waiver of any immunity from both suit and liability that City may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

## **21. COMPLIANCE WITH LAWS:**

City shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. City is responsible for ensuring this compliance.

## **22. BINDING AGREEMENT:**

This Agreement is binding upon City and County and their respective heirs, successors, executors, administrators and assigns.

## **23. INTERPRETATIONAL GUIDELINES:**

**23.1 Contra Proferentum.** The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

**23.2 Law and Venue.** The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. The state or federal courts in Travis County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

**23.3 Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

**23.4 Interpretation of Time.** All times stated in this Contract, are stated in Central Time Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

**23.5 Number and Gender.** The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

**23.6 Headings.** The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

#### **24. PERSONS NOT A PARTY NOT TO BENEFIT:**

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

#### **25. ENTIRE AGREEMENT:**

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except as provided in Section 13, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

#### **26. INDEPENDENT CONTRACTOR:**

City, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. City is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. City is specifically responsible for sufficient supervision and inspection to ensure compliance in

every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of City by virtue of this Agreement.

## **PART 2 – MISCELANEOUS FEDERAL MANDATES**

### **1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Agreement, City agrees as follows:

1.1 City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 City will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of City's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 City will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If City is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and City may be declared ineligible for

further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 City will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event City becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency City may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: City for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Citys, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **2. FEDERAL ANTI-LOBBYING CERTIFICATION**

2.1 City agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

2.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.4 City shall require that

2.4.1 the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

### **3 CERTIFICATION REGARDING DEBARMENT**

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, City is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 City must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by Travis County. If it is later determined that City did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and Travis County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 City agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. City further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 City shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

### **4 HIPAA COMPLIANCE**

City shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under

HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

## **5 NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, City, or any other party pertaining to any matter resulting from the Agreement.

## **6 FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

6.1 City acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to City's actions pertaining to this Agreement.

6.2 False Statements by City. By acceptance of this Interlocal Agreement, City makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, City will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the City signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that City has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then County may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to County under this Interlocal Agreement and applicable law. False statements or claims made in connection with County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

## **7 COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT**

7.1 Overtime requirements. No Contractor or Subrecipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the City and any Subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such City and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

**7.3 Withholding for unpaid wages and liquidated damages.** The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by City or Subrecipient under any such contract or any other Federal contract with the same prime City, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime City, such sums as may be determined to be necessary to satisfy any liabilities of such City or Subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

**7.4 Subcontracts.** City or Subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Subrecipients to include these clauses in any lower tier subcontracts. The prime City shall be responsible for compliance by any Subrecipient or lower tier subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

## **8 CLEAN AIR ACT**

**8.1** City agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**8.2** City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

**8.3.** City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

## **9 FEDERAL WATER POLLUTION CONTROL ACT**

**9.1.** City agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**9.2.** City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

10.1 In the performance of this Agreement, City shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>."

## **11 PROHIBITED COSTS**

CRF Funding s may not be used in connection with the following acts by City or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

## **12 REQUIRED DOCUMENTATION**

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, City acknowledges that all funds are subject to recapture and repayment for non-compliance.

### **Part 3 – APPLICABLE STATE STATUTES**

#### **1. PUBLIC INFORMATION AND MEETINGS**

1.1 City acknowledges that the County of Travis, a corporate and political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").

1.2 City acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

1.3 City acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the City or any third party, and the City agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to County or United States Department of the Treasury.

1.4 City will cooperate with County in the production of documents or information responsive to a request for information.

#### **2 E-VERIFY**

By entering into this Interlocal Agreement, City certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the City pursuant to the Interlocal Agreement.

#### **3 ENERGY CONSERVATION**

If applicable, City agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **4 NEPOTISM**

City shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the City's governing body or of the City's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

#### **5 CHILD PROTECTION**

5.1 City shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 City shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. City shall also ensure that all program personnel are properly trained and aware of this requirement.

#### **6 WORKPLACE PROTECTION**

6.1 City shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 City shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

### **Part 4 - SIGNATURES AND EXHIBITS**

#### **1. DUPLICATE ORIGINALS:**

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

#### **2. SIGNATORY WARRANTY**

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

**3. ACCEPTANCES**

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

**COUNTY OF TRAVIS, STATE OF TEXAS**

**VILLAGE OF VOLENTE**

\_\_\_\_\_  
BY: Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
BY: Jana Nace  
Mayor, Village of Volente

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

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

**Approved as to Form:**

\_\_\_\_\_  
Assistant County Attorney  
Travis County Attorney's Office

Exhibit A

**Coronavirus Relief Fund  
Guidance for State, Territorial, Local, and Tribal Governments  
April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>1</sup>

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

---

<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

9.

March 12, 2019 Edit



# VOLENTE, TEXAS

**The Middle of No Where, Next To Somewhere**

*A relaxing lakeside community, with all that Austin has to offer*

Comprehensive Plan  
Overlay 2019

**TABLE OF CONTENTS**

INTRODUCTION.....1

VISION STATEMENT.....1

CRITICAL ISSUES.....2

HISTORY.....3

DEMOGRAPHIC ANALYSIS.....9

IMPLEMENTATION GUIDE.....14

    THOROUGHFARES AND TRANSPORTATION.....15

    PUBLIC SERVICES AND FACILITIES.....18

    FUTURE LAND USE.....21

    PUBLIC WATER SUPPLY.....24

    ENVIRONMENTAL QUALITY.....26

    COMMUNITY IMAGE.....28

    PARKS AND OPEN SPACE.....29

## **INTRODUCTION**

This section of the Comprehensive Plan discusses the vision that the citizens of the Village of Volente have for their community and how the vision is to be translated into reality through goals, objectives and strategies. The Baseline Analysis element presents a snapshot of the Village as it exists today. This section conveys the vision of the ultimate physical and social settings that the citizens desire to find in the Village when all its lands have been developed and its population has reached its peak. The plans following this section discuss the specific means to achieve the vision.

## **VISION STATEMENT**

In 2003, the Village adopted the following statement of its citizen shared vision of what Volente should become:

**“We the citizens of the Village of Volente believe in**

- Civic Pride**
- Environmental Awareness**
- Minimal Government**
- Diversity and Friendship**
- Privacy and Individuality.**

**We are dedicated to remaining united and working together as friends, neighbors, and citizens for the protection and preservation of the natural beauty and uniqueness of our country village and family way of life.**

**We will endeavor to protect the quality of life for future generations and ourselves. We envision a cohesive lakeside village that promotes harmony and diversity of community, inclusive of all socio-economic strata and age groups. We will protect our environment and ensure responsible and appropriate land use. We will keep our village safe from injury, crime and pollution. We will preserve our right to remain private in our daily lives, but at the same time promote civic pride and sense of community.**

**We believe in minimal government regulation and taxation. As empowered citizens we will constructively participate in, question, and oversee our elected government. We understand the community will face challenges and a sufficient level of government will be provided to protect this vision and our core values.”**

## **CRITICAL ISSUES**

The Critical Issues that the community feels will remain of vital concern as the village grows in the future. Those issues include:

- Maintaining a rural atmosphere.
- Managing local traffic.
- Protecting the environment.
- Minimizing local government.
- Minimizing taxes.
- Protecting the uniqueness of the Village.
- Preserving the family way of life.

## **COMMUNITY-WIDE SURVEY**

In order to solicit the views and opinions of the larger body of the community who might not otherwise participate in the comprehensive planning process or attend town hall meetings, the Village conducted both a 2004 and a 2014 community-wide survey of public opinion on a wide range of issues and topics. The citizen's responses to the survey were translated into goals, strategies and objectives by an appointed Steering Committee. The results of the community-wide survey were used to formulate the goals, strategies and objectives for the key themes of the Comprehensive Plan.

## **GOALS, OBJECTIVES, AND STRATEGIES**

Policies clarify the specific position of the Village regarding a specific objective and encourage specific courses of action for the community to undertake to achieve the applicable stated objective. Policies are associated with Comprehensive Plan recommendations and are identified in each individual master plan.

Goals, objectives and strategies have been developed for the following areas:

- Thoroughfares and Transportation;
- Public Services and Facilities;
- Future Land Use
- Public Water
- Environmental Quality;
- Community Image;
- Parks and Open Spaces

## **HISTORICAL BACKGROUND**

The Village of Volente and the surrounding communities are rich in history. The Village, as a municipal entity, did not exist until February of 2003, but the idea of an area where people could live without the influence of "big city" government has been the area's attraction for over 140 years.

In the 1850s, Thomas and Lucy Anderson moved from the small frontier settlement of Austin to their new home on Cypress Creek, several miles upstream from the Colorado River. Mr. Anderson was a country dweller and a miller by trade from Virginia, so he was attracted to the rural, agricultural setting of the nearby hill country. He chose the homestead site on Cypress Creek to build his grist mill. Prior to constructing the mill in 1863, he raised cotton, along with two local partners (Nick Hayes and Ephraim Toungate) and sold the cotton in Mexico.

Anderson's grist mill and cotton gin became a gathering place for the local farm communities. Shortly after Anderson added the cotton gin to his operation, the immediate area around Anderson's mill had grown sufficiently to warrant opening a post office in the community of "Anderson Mill" in 1876, with Thomas Anderson as its postmaster. By 1884 the Anderson Mill community had a population of thirty.

As the area around Anderson's mill was growing, so was the nearby Volente area growing. Local tradition offers several stories regarding the origin of "Volente". One is that Lucy Anderson (Thomas Anderson's wife) named it for a character in a book she had read. Another story, more colorful but less likely, suggests that the name was an Indian word meaning "God willing". Actually, *Volente* is from the Latin word meaning "to be willing".

The completion of Mansfield Dam and the subsequent formation of its impoundment, Lake Travis, in the 1930's and early 1940's, forever changed the area landscape. The area was partially submerged by Lake Travis, forcing residents to relocate on higher ground. In 1947, the First Lakeview Church, which was non-denominational was organized and built atop "Church Hill", and Volente's first marina was constructed by Judge C.R. "Rhea" Starnes. In 1954, the Home Demonstration Club was organized, and in 1955, the Anderson Mill Garden Club was organized. By 1959, the Volente community population was estimated at 250. In 1961, the Volente Volunteer Fire Department was chartered. The fire department's Ladies Auxiliary was organized in 1974. The Fire Hall was built on the site where the original Long Hollow School was located (where local children, including the Anderson's children, attended in the 1800s). By 1989, the Volente community population was estimated at 400.

In February of 2003, the community of Volente formally incorporated to become the Village of Volente, Texas.

## **MAJOR TRANSPORTATION ROUTES**

### **Within the Village**

The roadway system within the Village of Volente consists of a network of local streets connected to outlying areas by Lime Creek Road and FM 2769. Within the Village, Lime Creek Road, the local streets, and their rights-of-ways are owned and maintained by the Village. FM 2769 and its right-of-way are owned and maintained by the Texas Department of Transportation.

### **Lime Creek Road**

This two-lane paved road and its right-of-way are owned and maintained by Travis County outside Volente's incorporated limits. Upon leaving the Village, Lime Creek Road runs along the east shore of Lake Travis, in a northerly direction, until opposite Jonestown, where it then swings east and then north to Cedar Park, to intersect with RM 1431 (Whitestone Boulevard in Cedar Park). From RM 1431 there is direct access to State Highway 183 and, further to the east, to the City of Round Rock and Interstate 35.

### **Bullick Hollow Road**

This road is currently classified as "MNR2". By 2025, the entire road segment is planned to be upgraded to at least a four-lane undivided minor arterial (i.e., "MNR4"), though traffic projections indicate that a four-lane, divided major arterial is needed (i.e., "MAD4"). The entire Bullick Hollow Road segment is considered to be currently routed through a "HIGH" environmentally sensitive area. The roadway is part of the Metro Bike Route System.

### **RM 620**

This road is currently classified as:

- four-lane divided major arterial (i.e., "MAD4") from S.H. 71 (in Bee Cave) to U.S. 183, and then from Wyoming Springs Drive to I.H. 35;
- four-lane undivided major arterial (i.e., "MAU4") from U.S. 183 to Wyoming Springs Drive.

The entire RM 620 segment is considered to be currently routed through a "HIGH" environmentally sensitive area. The roadway is part of the Metro Bike Route System.

## **SIGNIFICANT SURFACE WATER BODIES**

Each of the following bodies of water could have significant future land use implications for the Village of Volente, and therefore, warrant discussion.

### **The Colorado River**

The Colorado River is one of the principal rivers of Texas. It is actually the longest river in the United States that flows solely through one state, and is approximately 862 miles (1,390 km) long. Rising in the Llano Estacado region of northwestern Texas, the river flows across the state in a generally southeast direction, through several counties, including San Saba, Llano, Burnet, Travis, Bastrop, Fayette, Colorado, Wharton, and Matagorda. Eventually, the Colorado River empties into the Gulf of Mexico at Matagorda Bay.

### **Lake Travis**

Lake Travis is a sixty-five mile long artificial lake on the Colorado River in southern Burnet and western Travis counties. The lake is formed by Mansfield Dam, owned and operated by the Lower Colorado River Authority (LCRA). The lake can store as much as 260 billion gallons of floodwaters, helping to prevent destruction downstream. The normal operating range of Lake Travis is at or below elevation 681 feet msl. The lake is considered to be full at elevation 681 feet-msl, and when the elevation of the lake exceeds elevation 681 feet-msl, LCRA begins floodgate releases under the direction of the U.S. Army Corps of Engineers. The current 100-year flood level is 722 feet-msl, and the current 500-year flood level at the dam is elevation 728.5 feet-msl. Lake Travis forms the entire western boundary of the Village of Volente's incorporated limits.

### **Surface Water Quality**

The Texas Commission on Environmental Quality (TCEQ) has consistently rated Lake Travis as having the cleanest water of any lake in Texas. However, the LCRA is specifically concerned that the impact of non-point source pollution (NPS i.e., runoff from construction, development and open lands carrying nutrients, soil, pesticides, etc.) is a tremendous challenge to the lake.

With population growth around Lake Travis, more and more water enthusiasts build homes on the lake shore and flock to swim, fish and boat, necessitating marinas for refueling. The possibility of fuel spills always looms. Ever present are boat motor discharges that dissolve into the water. Also, as the popularity of large boats grows, the amount of raw sewage discharged directly into the lakes increases. Another potential problem is that treated lumber often used to build bulkheads and marinas can contain chemicals that leach into the water.

On April 17, 2012, the Village of Volente enacted Resolution Number 2012-R-02 which annexed approximately 637 acres of the Lake Travis surface water adjacent the Village of Volente boundaries.

### **TOPOGRAPHY AND SLOPE ANALYSIS**

An important factor to consider when making development decisions is the degree of variance in the topography of the land. The Village of Volente, as aforementioned, is located in the Texas Hill Country. This part of Texas is known for its hilly terrain, and the area in and around Volente is no exception. The topography varies greatly throughout the Village, from a low of approximately 670 feet-msl along the shoreline of Lake Travis in the west area of the Village to a high of approximately 1060 feet-msl in the hills overlooking Volente. It is important to note that development on slopes steeper than twenty-five (25%) percent should be discouraged from a water quality standpoint.

### **FLOODPLAIN**

Another factor to consider when assessing the acceptability of a certain parcel of land for development is the history of flooding on and around that property. The Federal Emergency Management Agency (FEMA) has established areas throughout the United States. The floodplains along Lake Travis are controlled by the LCRA's flood operations/management policies of Lake Travis, in cooperation with the U.S. Army Corp of Engineers.

### **Balcones Canyonlands Preserve**

The Balcones Canyonlands Preserve is a preserve system of endangered species habitat in western Travis County, to protect eight (8) locally occurring federally-listed endangered species as well as twenty-seven (27) other species considered to be at risk. The Balcones Canyonlands Conservation Plan (BCCP) allows for incidental "take" of the endangered and at-risk species outside of the proposed preserve lands, and provides mitigation for new public schools, roads and infrastructure projects of the participating public agencies (i.e., Travis County, the City of Austin, and the Lower Colorado River Authority). Landowners and developers may elect to participate in the BCCP to mitigate impacts to endangered species habitat rather than mitigating directly through the U.S. Fish and Wildlife Service (USFWS).

## **EXISTING PUBLIC SERVICES**

Public services are currently being provided by a variety of public and governmental entities whose jurisdictions overlap in the Volente area. The primary purpose of these services is to protect the health, welfare and safety of the public. In most cases, the current level of public services being provided is the minimum required by state and local statutes. As the Village of Volente grows, the demands upon these services will grow, and it is likely that the demand to expand and upgrade these services will also increase.

## **EXISTING GOVERNMENT**

### **Local**

The Village of Volente, Texas was formally incorporated as a Type B general-law municipality under the Texas Local Government Code, Titles 2 and 4 through 14, on February 1, 2003. Per Resolution number 2004-R-19, passed on June 15, 2004, the Village operates as a strong council/weak mayor style government system.

Currently, the Village of Volente's local government consists of:

- Mayor (elected)
- Five council persons (elected)
- One Village Secretary (employed)

## **EXISTING UTILITIES**

### **Water**

Currently, all municipal, domestic, livestock and irrigation water demands within the Village are supplied by private wells into the Trinity aquifer and, by private filtration systems using Lake Travis surface waters (primarily along the shoreline), Volente does not provide municipal water utility services, nor are there any municipal utility districts (MUD) within the Village providing water utility services.

### Brushy Creek Regional Utilities Authority (BCRUA)

In 2005, the Cities of Cedar Park, Leander, and Round Rock initiated planning for a three-phase regional water system to treat and deliver water from Lake Travis to the three Cities for the next 50 years. The entity formed by the three cities to do so is today's Brushy Creek Regional Utility Authority (BCRUA).

To minimize impacts to both the community and environment from the Phase 2 facilities, the BCRUA performed an extensive site selection process that considered over 50 different alternatives. The primary goal of this process was to select an option that provided the best

balance of cost, community impact, environmental impact, and project risk. In 2012, a final alternative (Alternative 4.2) was selected and State/Federal Permits were obtained per Texas Water Development Board funding requirements. The recommended Alternative 4.2 included an intake on the deep-water channel of the Sandy Creek arm of Lake Travis, a pump station in the Village of Volente (Site 4), and a tunneled pipeline between Site 4 and Trails End Road.

Since selection of this alternative, the Village of Volente requested BCRUA to reconsider locating the Pump Station outside the Village due to the close proximity to residential neighborhoods and potential impact to the overall community. After discussions with Volente and further evaluation, BCRUA has reconsidered and determined that Alternative 8 which locates the pump station on an unimproved portion of the Lower Colorado River Authority (LCRA) Sandy Creek Park outside of Volente, is the most prudent and feasible alternative to reduce this community impact and best implement the project.

Sandy Creek Park is owned by the LCRA and operated by Travis County. It is located near the existing Cedar Park Water Treatment Plant on Lime Creek Road, just north of the Village of Volente. The 25-acre park contains a boat ramp, restrooms, barbecue grills, walking trails, and primitive campsites. As indicated on the overall preliminary site plan, the proposed pump station would be located on the southern portion of the park.

The actual water intake structure from Lake Travis will remain in Volente along the deep water channel. Water will be conveyed to and from the pumping station at the park via pipelines tunneled far underground. The pumps themselves will be beneath the water's surface, and it is not anticipated that the project will result in any increase in noise levels at the park or elsewhere. Additional information can be obtained by visiting <https://www.bcrua.org>.

### **Groundwater Regulation**

Within the incorporated limits of the Village of Volente, the Village has the authority to regulate water wells for domestic purposes with respect to the health, welfare and safety of the community. Prior to the incorporation of the Village, Travis County regulated domestic water wells. The TCEQ regulates public water supplies using a groundwater source (see "Texas Commission on Environmental Quality" above).

### **Existing Wastewater Utilities**

Within the incorporated limits of the Village of Volente, the Village has the authority to regulate domestic on-site waste disposal facilities (e.g., septic systems). Through its Lake Travis Nonpoint Source Pollution Control Ordinance, the LCRA has the authority to regulate on-site sewage facilities within 2,200 feet of the shoreline of Lake Travis (see "Water Authority" below). Prior to the Village's incorporation, Travis County and the LCRA regulated domestic on-site waste disposal facilities. The TCEQ regulates public wastewater (i.e. sewer) systems (see "Texas Commission on Environmental Quality" above).

Currently, all wastewater facilities within Volente are domestic on-site waste disposal facilities. The Village has delegated administrative regulation of the domestic on-site waste disposal system to the LCRA through an inter-local agreement.

### **EXISTING FLOODPLAIN REGULATION**

The Village of Volente has the authority to locally administer the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program Regulations and to adopt and enforce regulations designed to minimize flood issues. Volente entered into an agreement with FEMA, authorizing the Village to serve as FEMA's local floodplain administrator. The Village also adopted a floodplain regulation ordinance (Article 4.03 Floodplain Regulations), based upon a local ordinance template provided by FEMA. The floodplain in Volente is determined to be 722 feet msl.

## **EXISTING FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

The Village of Volente is currently served by the Volente Fire Department and by the Travis County Emergency Services District #14. The Fire/EMS hall is located at 15406 FM 2769 in Volente. The Volente Fire Department is governed by a nine-member Board of Directors, elected by voters within the ESD District #14. The EMS District #14 is governed by a five-member Commission, appointed by the Travis County Commissioners' Court.

### **Water Authority**

Lower Colorado River Authority (LCRA) The LCRA's mission is to provide reliable, low-cost utility and public services in partnership with its customers and communities and to use its leadership and environmental authority to ensure the protection and constructive use of the area's natural resources. LCRA is a Texas conservation and reclamation district acting with no taxing authority. Its authority encompasses the lower Colorado River watershed, including the Lake Travis watershed wherein Volente is located. LCRA's authority with respect to environmental quality includes:

Development within Volente is subject to the LCRA's Lake Travis Nonpoint Source Pollution Control Ordinance and the Village of Volente's Article 9.04 - Nonpoint Source Pollution Control Ordinance, **whichever are more stringent.**

## **COMPLIANCE WITH EXISTING ORDINANCES AND RELATED ISSUES**

The Village recently revised its zoning ordinance to address issues that have arisen since the original Comprehensive Plan was adopted. This process included citizen input and reflects the current priorities and goals of the Village as it relates to development. Therefore, the land use recommendations for this revised Comprehensive Plan should be considered to be in alignment with the standards of the revised Zoning Ordinance. This includes revised setbacks, commercial parking requirements, and impervious cover limits. Additionally, Mary Street has been removed from inclusion as a major thoroughfare and should no longer be considered as such.

## DEMOGRAPHIC ANALYSIS

### Population Estimates and Projections

Volente is located within the explosively growing Austin metropolitan area. However, the Village is somewhat insulated from this growth because of its relative isolation nestled on the banks of Lake Travis, with two lane FM roads as the only access. The location allows residents to live in a quiet community with rural character while having access to employment and other services in the adjoining cities. The challenge is that there are limited opportunities for local retail and employment to arise. The major local commercial businesses are three marinas, two restaurants and a water park.

Having the resort amenities puts pressure on the community, especially the limited transportation access, during the summer months when lake activities are at their peak. The dependence on Lake Travis also threatens the community in times of drought and flood when lake levels are low and high. The existing Comprehensive Plan laid out a series of goals based on extensive public engagement and outreach. The goals reflected residents' desire to preserve the identity of Volente, its unique environmental quality, and the rural character of the area. This plan update is an opportunity to review the existing plan and adjust goals and priorities to reflect new conditions and issues facing Volente. Although Volente has been somewhat insulated from regional growth, the continued growth in the area will likely put increased pressure on Volente to manage expected full time and second home growth.

Table 1 – Population Estimate and Projection

	<b>2010</b> (Census)	<b>2018</b> (est.)	<b>2023</b> (ESRI)	<b>2030</b> (TWDB)
<b>Volente</b>	520	627	693	
<b>Travis County</b>	1,024,266	1,226,698		1,538,784

Source: ESRI Business Analyst, Texas Water Development Board

Volente made a decision to maintain fairly limited government, in response to residents' desires and priorities. This means the Village does not provide utilities, homes are served by on-site wells or lake water, along with septic systems installed in line with LCRA regulations. Village leaders have a balancing act between preserving the character of Volente that residents appreciate, without overstepping the desire residents have for limited government and regulations.

### Population Characteristics

Volente is a lakeside community. There are families that live in the Village, but the majority are retired and have chosen to live in Volente for the quiet lifestyle and slower pace of life. This is reflected in the priority of residents for selective development that contributes to community character and does not detract from the high quality of life. It also means most residents have more flexibility in their schedules to make trips into town as needed. Services for an aging population, along with changing housing needs may present some issues for the community moving forward, and should be a consideration in planning.

Table 2 – Population > 18

	<b>Volente %</b>
<b>18-24</b>	1.29%
<b>25-34</b>	2.58%
<b>35-44</b>	6.45%
<b>45-54</b>	21.94%
<b>55-64</b>	31.61%
<b>65-74</b>	23.23%
<b>75+</b>	12.9%

Source: 2014 Volente Community Survey

The City has a much smaller minority population than the State of Texas. Approximately 85% of City residents identify as White alone, and approximately 11% identify as Hispanic, which is much lower than the State of Texas (39.4%) and Travis County (33.9%). Hispanic is considered an ethnicity by the Census, not a race, so respondents can identify as Hispanic and any race of their choosing. This means the numbers in Table 3 will not add up to 100% because Hispanic is counted separately.

Table 3 – Race and Ethnicity

	<b>Volente %</b>	<b>Volente #</b>
<b>White</b>	83.4%	523
<b>Black</b>	2.1%	13
<b>American Indian</b>	0.5%	3
<b>Asian</b>	9.1%	57
<b>Pacific Islander</b>	0.0%	0
<b>Some Other Race</b>	2.1%	13
<b>Two or More Races</b>	2.9%	18
<b>Hispanic (Any Race)</b>	11.8%	74

Source: ESRI Business Analyst

The adult residents of Volente are very well educated, with approximately 70% having a Bachelors or Graduate degree. This is an indication that residents are choosing to live in Volente because of its high quality of life and location while commuting to other jobs (or potentially working from home). The high educational attainment represents an asset for the community as these residents can be engaged in community activities and leadership.

Table 4 – Educational Attainment Age 25+

	<b>Volente %</b>	<b>Volente #</b>
<b>&lt; 9<sup>th</sup> Grade</b>	0.5%	2
<b>9<sup>th</sup> – 12<sup>th</sup> no diploma</b>	1.5%	6
<b>HS Grad / GED</b>	4.6%	18
<b>Some College</b>	16.1%	63
<b>Associates Degree</b>	7.4%	29
<b>Bachelor's Degree</b>	46.8%	183
<b>Graduate Degree</b>	23.0%	90

Source: ESRI Business Analyst

**Income and Employment**

The median income of Volente (\$133,624) is significantly higher than state median of \$55,653 and slightly higher than Travis County (\$70,158). This reflects the high educational attainment and is an indication that Volente is a community of choice. These residents have the income to live nearly anywhere in the Austin area, but are choosing to live in Volente. It also means Volente has the potential to attract businesses to serve these high income residents.

**Table 5 – Household Income**

	<b>Volente %</b>	<b>Volente #</b>
<b>&lt;\$15,000</b>	1.8%	5
<b>\$15,000-\$24,999</b>	3.6%	10
<b>\$25,000-\$34,999</b>	2.5%	7
<b>\$35,000-\$49,999</b>	5.4%	15
<b>\$50,000-\$74,999</b>	11.4%	32
<b>\$75,000-\$99,999</b>	11.1%	31
<b>\$100,000-\$149,999</b>	19.3%	54
<b>\$150,000-\$199,999</b>	14.3%	40
<b>\$200,000+</b>	31.1%	87
<b>Median Household</b>	<b>\$133,624</b>	

Source: ESRI Business Analyst

Table 6 – Employment by Industry Age 16+

Occupation	Volente %	Volente #
Ag / Mining	0.3%	1
Construction	4.4%	13
Manufacturing	9.9%	29
Wholesale Trade	3.4%	10
Retail Trade	9.2%	27
Transportation / Utilities	3.1%	9
Information	3.8%	11
Finance/Insurance/Real Estate	10.2%	30
Services	52.2%	153
Public Administration	2.7%	8

Source: ESRI Business Analyst

It is important to note that the top profession listed in the 2014 Community Survey was retired; which is not a data point shown above. This is an important data point to recognize because it informs the character of the community and its identity as a lakeside community.

Housing

The median owner occupied home value in Volente is \$449,275, which is high; however, with the high incomes in Volente, this is unsurprising. It does represent a challenge for potential employers, especially those in the service business like the marinas, to find employees who can afford to live in the community. This may not be a huge issue given the proximity of Volente to lower cost cities like Cedar Park and Leander, but may add strain on the transportation system as so many residents leave the community for work, while others are traveling in to Volente for their work. Given the dependence on wells and septic systems, the opportunity for higher density housing is very limited, and would likely not have much support from residents in any case, unless carefully designed to fit in the character of Volente. The large majority of homes are valued between \$300,000 and \$749,999 providing a variety of options for potential purchasers at a variety of ranges, excluding lower cost homes.

Table 7 – Housing by Occupancy

Status	Volente %	Volente #
Occupied	98.6%	284
Owner	83.8%	238
Renter	14.8%	42
Vacant	1.4%	4

Source: ESRI Business Analyst

Table 8 – Owner Occupied Housing Values

Value	Volente %	Volente #
<\$50,000	0.0%	0
\$50,000-\$99,999	0.4%	1
\$100,000-\$149,999	0	0.0%
\$150,000-\$199,999	1.3%	3
\$200,000-\$249,999	5.5%	13
\$250,000-\$299,999	5.5%	13
\$300,000-\$399,999	23.1%	55
\$400,000-\$499,999	29.0%	69
\$500,000-\$749,999	28.6%	68
\$750,000-\$999,999	2.9%	7
\$1,000,000+	3.8%	9
<b>Median Value</b>	<b>\$449,275</b>	

Source: ESRI Business Analyst

The overwhelming majority of homes in Volente are owner-occupied, with only 15% long-term renters. This does not include short-term rentals, called Vacation Rental Dwellings (VRD). For more information regarding VRD see the VRD Ordinance Number 2018-08-01, which includes application process. This is not surprising given the character of the community and the residents who choose to live here. The 2014 Volente Community Survey showed that 97.4% of homes were owner occupied, with only 2.6% occupied by renters. This may be a result of fewer renters choosing to respond to the survey, which is not uncommon. Renters tend to have lower rates of community engagement. There are also very few vacant homes, which is a good sign in terms of community quality and aesthetics because there is little risk of vacant homes contributing to blight.

### Conclusion

Volente is centrally located in one of the fastest growing regions in the country; yet it has retained its village character amidst the boom. Residents choose to live in Volente because of its proximity to area employment centers while being isolated from the traffic and busyness of those communities. Volente residents are well-educated and make a good living. There is a diversity of housing at the higher ranges (over \$300,000) for prospective residents; however, a shortage of lower priced housing limits opportunity in Volente for lower income residents. Based on the existing Comprehensive Plan and on-going public engagement, residents have prioritized maintaining their high quality of life, preserving the village character of Volente, and protecting the environment around them. Future decisions by Village leadership should respect these values while ensuring proposed development brings desired improvements.

## **IMPLEMENTATION GUIDE**

In late 2018, the Village of Volente decide to review and update the Comprehensive Plan that had been adopted in 2004. This was a recognition of the successful implementation of many of the goals identified in the original Comprehensive Plan as well as changes that had occurred in Volente over the course of 15 years. Rather than go through an extensive and time consuming process, the Planning and Zoning Commission took ownership of the plan revision and developed a draft set of goals and objectives based on existing community surveys, unfinished goals from the existing Comprehensive Plan, and their knowledge of the community. The draft update was presented to the community at a Town Hall meeting to get feedback and the opportunity to make final revisions before the Plan was presented for adoption by City Council.

The identified goals reflect the values and priorities of Volente citizens who recognize the value of the unique environment in which they live, both natural and cultural. This includes a desire for limited government and low taxes, and an interest in maintaining the rural character of their community. The goals in this plan provide direction for Village leadership as well as other organizations in Volente who can take ownership and responsibility for implementing certain elements of the Plan. It is important that this document be embraced not just by elected officials and staff, but also by citizens of Volente who will be a vital part of successfully implementing this Plan.

The Implementation Guide is a detailed document that identifies the key themes of the plan discussed above, along with goals related to those themes. Additionally, for each goal, there are a series of Objectives and Actions. For each Action, there are timelines, start dates, and responsible parties, along with additional information on potential barriers, partners, success measures, and funding needs. This level of detail means the Plan is accessible to all and can be used by leadership and residents alike to ensure accountability. It is not a Plan meant to gather dust, instead, it is meant to be a framework for decision making, and a tool used to ensure Volente continues to succeed.

Volente residents should be proud of their community. Reviewing the 2004 Comprehensive Plan makes it clear that the Village can accomplish a lot of work, even with the very limited resources in staffing and funding available to it. This reflects well on the Village and residents who have stepped up. Major accomplishments include the adoption of the Village of Volente ordinances/codes that preserve the quality of life and character of the community while respecting property rights and not being overly restrictive on developers and residents. Additionally, the Village has worked hard to ensure efficient traffic flow while minimizing current and future costs for road maintenance and expansion. There have been successes in protecting the natural environment, particularly in regards to water quality in Lake Travis, which is the lifeblood of the community. Based on the successes from the original Plan, Village residents should be confident in this new update that it will contribute to continued improvements in Volente and addressing new challenges that have been identified as the community has changed since incorporation.

## THOROUGHFARES AND TRANSPORTATION

**Goal: Provide an acceptable level of mobility and accessibility for residents of the Village of Volente that is safe, with the least detrimental effects.**

<b>Objective: Improve Pedestrian Flow and Safety</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Evaluate roads and sidewalks to identify necessary improvements to ensure adequate pedestrian safety and efficient vehicle movement. To include Lime Creek Rd & 2769 intersection and Dodd Street.	6 months	TBD	Public Works / Safety Committee; Tx DOT
Review current wayfinding signage program to inform pedestrians and drivers	Yearly	TBD	Public Works / Safety Committee

- **Potential Barriers to Implementation:** Funding, ROW access for improvements
- **Stakeholders and Partners:** TxDOT; Travis and Williamson Counties; property owners
- **Measures of Success:** Evaluation completed by December 2019; improvements made as funding available
- **Potential Funding Needs and Sources:** Evaluation could cost between \$7,500 - \$15,000 for a consultant to do it, minimal if done with volunteers, students; Improvement cost will depend; TxDOT; local taxes; bonds or certificates of obligation

<b>Objective:</b> Partner with TxDOT (2769), Travis County (Lime Creek Rd), VOV Public Works / Safety Committee in assessing improvements to roadways.			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Consider returning maintenance of FM 2769 through Volente to TxDOT and Lime Creek Rd to Travis County	1 year	TBD	VOV Council, TxDOT, Travis County
Install appropriate traffic control devices as needed	On-going	On-going	Public Works / Safety Committee, VOV Council, TxDOT
Ensure proper posted speed limits	On-going	On-going	Public Works / Safety Committee, VOV Council, TxDOT

- **Potential Barriers to Implementation:** Funding, ROW access for improvements
- **Stakeholders and Partners:** TxDOT; Travis and Williamson Counties; property owners
- **Measures of Success:** Answer for returning FM 2769 to TxDOT by June 2020; improved traffic flow through Village; reduced accidents/incidents
- **Potential Funding Needs and Sources:** Intersection evaluation \$10,000 - \$25,000 if using consultant; cost of improvements depends on what is needed; funding from TxDOT; Travis County; local taxes; bonds or certificates of obligation

<b>Objective:</b> Maintain site lines and clear right of way access			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Ensure adequate funding for ROW maintenance on city roads. Ex: <ul style="list-style-type: none"> <li>• Tree trimming</li> <li>• Mowing</li> <li>• Roadside herbicide</li> </ul>	On-going	On-going	VOV Council, Public Works Committee
Work with providers to ensure availability as needed	On-going	On-going	VOV Council, Public Works Committee
Educate property owners on need to maintain vegetation to ensure clear sight lines at intersections	On-going	On-going	Volente Neighborhood Association; Safety Committee

- **Potential Barriers to Implementation:** Funding; lack of property owner cooperation
- **Stakeholders and Partners:** TxDOT; property owners
- **Measures of Success:** Sight lines maintained; reduced accidents/incidents
- **Potential Funding Needs and Sources:** Local taxes

<b>Objective:</b> Continue high visibility enforcement during key holidays (Memorial Day, July 4 <sup>th</sup> , Labor Day)			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Maintain partnership with Travis County Sheriff to provide staffing	On-going	On-going	VOV Council; Travis County Sheriff, Safety Committee
Consider temporary signage, lighting, and other tools to raise attention and awareness of safety during key holidays	On-going	On-going	VOV Council; Safety Committee
Consider use of local business personnel to help direct pedestrian traffic during peak times.	On-going	On-going	VOV Council; Safety Committee

- **Potential Barriers to Implementation:** Funding; Lack of business owner support
- **Stakeholders and Partners:** Travis County; Business owners
- **Measures of Success:** Reduced pedestrian incidents; more efficient traffic flow
- **Potential Funding Needs and Sources:** Local taxes

<b>Objective:</b> Utilize the maintenance plan to address prioritized road needs as funding is available			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Review street installation requirements in subdivision ordinance to ensure they require developers to put in high quality streets	6 months	TBD	VOV Council; Public Works Committee
Ensure road maintenance is done to the highest standards	On-going	On-going	VOV Council; Public Works Committee
Maintain city streets as needed to minimize significant and costly repairs	On-going	On-going	VOV Council; Public Works Committee

- **Potential Barriers to Implementation:** Funding
- **Stakeholders and Partners:** TxDOT; Travis County; developers
- **Measures of Success:** Efficient road maintenance
- **Potential Funding Needs and Sources:** Local taxes; bonds or certificates of obligation; road tax or other dedicated fund

<b>Objective:</b> Consider the implementation of a road maintenance tax or special fund to provide adequate funding for maintenance			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine what options are available and appropriate (such as a dedicated portion of sales tax, so possibly a portion of the 1% available from leaving Cap Metro)	1 year	TBD	VOV Council; Public Works Committee
Develop funding mechanism if support exists to do so	1 year	TBD	VOV Council; Public Works Committee

- **Potential Barriers to Implementation:** Lack of support for higher / new taxes, funding
- **Stakeholders and Partners:** Village residents
- **Measures of Success:** Roads are maintained
- **Potential Funding Needs and Sources:** Minimal

## PUBLIC SERVICES

**Goal: Provide public services to the extent necessary to protect the citizens' vision for the Village of Volente, bearing in mind that the community desires minimal taxes and minimal services.**

<b>Objective:</b> Provide public education about fire and flood response to residents			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Work with VFD, ESD 14 and others to develop an education component for public such as Fire Wise community, evacuation plan.	6 Months	TBD	Public Safety Committee
Revise Village website to include a public safety page with information	3 Months	TBD	VOV staff
Provide education to residents through Neighborhood Associations, volunteers, or other local events.	On-going	On-going	Public Safety Committee; Volunteers

- **Potential Barriers to Implementation:** Lack of communication and coordination
- **Stakeholders and Partners:** Neighborhood Associations; VFD, ESD 14
- **Measures of Success:** Safety page on website by March 2020; education program available March 2020
- **Potential Funding Needs and Sources:** Minimal

<b>Objective:</b> Continue mosquito control			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Provide adequate funding for mosquito control methods, ex: charcoal tabs	On-going	On-going	VOV Council; VOV Staff
Provide education to property owners to mitigate mosquito breeding (part of newcomer packet)	On-going	On-going	Village staff; VOV Council

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Property owners
- **Measures of Success:** Mosquito abatement continues
- **Potential Funding Needs and Sources:** local taxes

<b>Objective:</b> Develop an Information Packet for Builders and Developers about Village policies, standards, expectations, etc.			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine what is typically included in these types of publications	6 Months	TBD	PR/Communication Committee; Chamber of Commerce; VOV Staff
Develop a list of desired information to include (e.g. solar panels; xeriscaping; floodplain; rainwater harvesting)	3 Months	TBD	PR/Communication Committee; Chamber of Commerce; VOV Staff
Print and distribute booklets as needed and revise website to include information	3 Months	TBD	VOV Staff

- **Potential Barriers to Implementation:** Minimal; funding for printing, lack of volunteers
- **Stakeholders and Partners:** Chamber of Commerce; area builders
- **Measures of Success:** booklet available and website revised by June 2020
- **Potential Funding Needs and Sources:** Printing costs, but can be printed on demand

<b>Objective:</b> Minimize dust from commercial parking lots			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Work with commercial property owners to minimize dust from parking lots.	On-going	On-going	VOV Council; Public Works Committee

- **Potential Barriers to Implementation:** Lack of cooperation/support from business owners
- **Stakeholders and Partners:** Business owners
- **Measures of Success:** Parking lot dust is kept to a minimum
- **Potential Funding Needs and Sources:** Business owner funded

<b>Objective: Review nuisance ordinances every 5 years</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine best practices	3 Months	TBD	Village staff; Planning and Zoning Commission
Evaluate regulations through lens of community vision and priorities	3 Months	TBD	Village staff; Planning and Zoning Commission
Determine needed changes	3 Months	TBD	Village staff; Planning and Zoning Commission
Revise ordinances as needed	6 Months	TBD	Village staff; Planning and Zoning Commission; VOV Council

- **Potential Barriers to Implementation:** Minimal, lack of citizen support
- **Stakeholders and Partners:** Developers
- **Measures of Success:** Evaluation completed by March 2024; changes made as needed
- **Potential Funding Needs and Sources:** Professional services fees; local taxes

<b>Objective: Develop an Information Packet for new property owners about Village policies, standards, expectations, etc.</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine what is typically included in these types of publications	6 Months	TBD	PR/Communication Committee; VOV Staff
Develop a list of desired information to include (e.g. Volunteer Fire Department; solar panels; rainwater harvesting; flood response and evacuation; xeriscaping; mosquito control; PEC tree trimming / removal)	3 Months	TBD	PR/Communication Committee; VOV Staff
Print and distribute booklets as needed and revise website to include information	3 Months	TBD	VOV Staff

- **Potential Barriers to Implementation:** Minimal; funding for printing
- **Stakeholders and Partners:** Chamber of Commerce; area builders; area realtors
- **Measures of Success:** booklet available and website revised by June 2020
- **Potential Funding Needs and Sources:** Printing costs, but can be printed on demand

**Objective: Review land use and development ordinances every 5 years**

Action	Timeline	Start Date	Responsible Party
Research other communities to determine best practices	3 Months	TBD	Village staff; Planning and Zoning Commission
Evaluate regulations through lens of community vision and priorities	3 Months	TBD	Village staff; Planning and Zoning Commission
Determine needed changes	3 Months	TBD	Village staff; Planning and Zoning Commission
Revise ordinances as needed	6 Months	TBD	Village staff; Planning and Zoning Commission; VOV Council

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Current providers; developers
- **Measures of Success:** Evaluation completed by March 2024; changes made as needed
- **Potential Funding Needs and Sources:** City Attorney costs; local taxes

<b>Objective:</b> Review development fee schedule, contracts, providers, etc. every 5 years			
Action	Timeline	Start Date	Responsible Party
Research other communities to determine range of fees, etc.	3 Months	TBD	Village staff; VOV Council
Evaluate existing providers and contracts	3 Months	TBD	Village staff; VOV Council
Determine needed changes	3 Months	TBD	Village staff; VOV Council
Revise fees and contracts as needed	6 Months	TBD	Village staff; VOV Council

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Current providers; developers
- **Measures of Success:** Evaluation completed by March 2020; fees are maintained at needed rates to fund services
- **Potential Funding Needs and Sources:** City Attorney costs; local taxes

## FUTURE LAND USE

**Goal: Through land use and zoning controls, protect the vision that the citizens of Volente have for their community.**

<b>Objective:</b> Ensure future development fits community vision			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Educate decision makers (Council and P&Z members especially) about community vision and priorities	On-going	On-going	Village staff; Planning and Zoning Commission
Continue public engagement and outreach to stay abreast of public priorities and concerns	On-going	On-going	VOV Council; Village staff; Planning and Zoning Commission
Utilize Comprehensive Plan, future land use plan, and other tools in decision making	On-going	On-going	VOV Council; Village staff; Planning and Zoning Commission; Village Council
Educate developers and property owners about community vision and priorities	On-going	On-going	Village Staff; PR/Communications Committee
Develop lot inventory to gauge land availability/suitability for different residential types. (could use college students as class project)	6 Months	TBD	VOV Council and/or Planning and Zoning Commission

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Volente Neighborhood Assoc; HOA; developers; property owners; Neighborhood Associations
- **Measures of Success:** Lot inventory complete by June 2024, development meets community values and priorities
- **Potential Funding Needs and Sources:** Minimal

<b>Objective:</b> Identify and promote businesses and amenities that will complement the lakeside community of Volente and desire of residents.			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Cooperative grocery / coffee shop <ul style="list-style-type: none"> <li>• Explore potential</li> <li>• Consider funding opportunities</li> <li>• Develop organization / structure</li> </ul>	1 year	TBD	Chamber of Commerce; Task Force
Develop an Economic Development Committee to take leadership of this effort	6 Months	TBD	VOV Council
Work with Chamber of Commerce and residents to identify list of desired businesses	6 Months	TBD	Eco Dev Committee
Develop outreach to potential business owners / area businesses about benefits of locating in Volente	1 Year	TBD	Eco Dev Committee

- **Potential Barriers to Implementation:** Small market potential; lack of through traffic and access; funding; lack of citizen support/interest
- **Stakeholders and Partners:** Chamber of Commerce, developers; property owners
- **Measures of Success:** Determination of viability of grocery store / coffee; Eco Dev Committee in place by June 2020
- **Potential Funding Needs and Sources:** Local businesses; cooperative membership sales (if that is the selected option)

<b>Objective:</b> Explore opportunities for full life-cycle housing options			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine best practices	3 Months	TBD	Village staff; Planning and Zoning Commission
Evaluate support for potential changes to regulations to allow for more housing options (ex: garden home for over 55 year of old)	3 Months	TBD	Planning and Zoning Commission
Revise ordinances to allow for desired housing types, if not already included as part of 5 year ordinance revision process	6 Months	TBD	Village staff; Planning and Zoning Commission

- **Potential Barriers to Implementation:** Resistance from property owners to allowing different housing types; lack of market demand
- **Stakeholders and Partners:** Developers; property owners
- **Measures of Success:** Revisions made to development ordinances if changes desired
- **Potential Funding Needs and Sources:** Professional services fees; local taxes

<b>Objective: Complete Site Development Ordinance</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Review best practices from other communities	2 Months	TBD	VOV Council and/or Planning and Zoning Commission
Develop recommendations for needed revisions / inclusions in the ordinance	2 Months	TBD	VOV Council and/or Planning and Zoning Commission
Revise ordinance to include best practices and recommendations	3 Months	TBD	VOV Council and/or Planning and Zoning Commission
Review draft ordinance with public to ensure support for changes	3 Months	TBD	VOV Council and/or Planning and Zoning Commission
Make any changes based on public engagement and submit to Council for adoption	2 Months	TBD	VOV Council and/or Planning and Zoning Commission
Adopt Site Development Ordinance	2 Months	TBD	Village Council

- **Potential Barriers to Implementation:** Resistance from developers and property owners
- **Stakeholders and Partners:** Developers; residents, City Attorney, City Engineer
- **Measures of Success:** Ordinance revised by end of 2019
- **Potential Funding Needs and Sources:** Professional service's fees

## PUBLIC WATER SUPPLY

**Goal: Ensure the citizens of Volente have an uninterrupted supply of safe drinking water and have a reliable, environmentally safe means to treat and dispose of wastes.**

<b>Objective: Review Water Quality Ordinance every 5 years</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research other communities to determine best practices	3 Months	TBD	Village staff; VOV Council
Evaluate regulations through lens of community vision and priorities	3 Months	TBD	Village staff; VOV Council
Determine needed changes	3 Months	TBD	Village staff; VOV Council
Revise ordinances as needed	6 Months	TBD	Village staff; VOV Council

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Developers, residents; LCRA, City Engineer
- **Measures of Success:** Evaluation completed by March 2024; changes made as needed
- **Potential Funding Needs and Sources:** Professional services fees; local taxes

<b>Objective: Explore public water utility services when it is practical and necessary</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Work with BCRUA to obtain access to waterline for Volunteer Fire Department emergency use.	6 Months	TBD	VOV Council; Planning and Zoning Commission; Govt Affairs Committee; Public Works Committee
Research options for emergency water access in times of drought	6 Months	TBD	Public Works Committee
Explore funding opportunities for needed infrastructure to support public water access	1 Year	TBD	Public Works Committee
Develop plan for infrastructure when needed	1 Year	When needed	Public Works Committee; Village Engineer

- **Potential Barriers to Implementation:** Resistance from residents
- **Stakeholders and Partners:** Developers; residents; BCRUA; LCRA; Tx Rural Water Board; State Water Implementation Fund for Tx (SWIFT)
- **Measures of Success:** Emergency access to BCRUA waterline in place by end of 2019 (or at least permission obtained); plan in place for emergency drought response by January 2020
- **Potential Funding Needs and Sources:** Minimal for planning; VOV Reserve/surplus line item budget could be used for access to BCRUA line

<b>Objective: Encourage rainwater harvesting</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Provide information to developers and property owners about rainwater harvesting to (include in packets). Ex: <ul style="list-style-type: none"> <li>• System Providers</li> <li>• Water Providers</li> </ul>	On-going	On-going	Village Staff
Provide education and outreach to residents about benefits of rainwater harvesting	On-going	On-going	Village staff; LCRA; PR/Communication Committee; Tx Parks & Wildlife; Take Care of Tx Org;
Contact local water and system providers to negotiate potential discounts for residents	On-going	On-going	City Staff

- **Potential Barriers to Implementation:** Minimal
- **Stakeholders and Partners:** Volunteers; Neighborhood Associations; Developers, Take Care of Texas.org; LCRA; Tx Parks & Wildlife
- **Measures of Success:** Rainwater harvesting becomes commonplace
- **Potential Funding Needs and Sources:** Minimal

## ENVIRONMENT QUALITY

**Goal: Provide an environment of clean air, water, and land for the citizens of Volente and provide a safe, sustainable habitat for wildlife, while attempting to maintain the Volente Vision of minimal government, regulation, and spending.**

<b>Objective: Promote xeriscaping and oak wilt mitigation</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Include information about xeriscaping, tree preservation, and oak wilt to developers and property owners in educational packets	On-going	On-going	Village staff, Neighborhood Associations, Take Care of Texas Org; Tx Parks & Wildlife
Develop education and outreach to support these efforts and benefits of xeriscaping for habitat	6 Months	TBD	Volunteers; Neighborhood Associations, Take Care of Texas Org; Tx Parks & Wildlife
Review/updated Tree Ordinance to: <ul style="list-style-type: none"> <li>• Preserve significant &amp; heritage trees</li> <li>• Reduce nuisance trees such as Cedar</li> </ul>	1 Year	TBD	VOV Council and/or Planning and Zoning Commission

- **Potential Barriers to Implementation:** Resistance from residents and developers
- **Stakeholders and Partners:** Developers; residents, Take Care of Texas Org; Tx Parks & Wildlife
- **Measures of Success:** Xeriscaping increased in new development; updated tree ordinance
- **Potential Funding Needs and Sources:** Minimal

<b>Objective: Minimize impacts to environmental quality</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Work with property owners to minimize dust from parking lots	On-going	On-going	VOV Council; Public Works

- **Potential Barriers to Implementation:** Lack of cooperation from property owners
- **Stakeholders and Partners:** LCRA for water quality enforcement issues; property owners;
- **Measures of Success:** Reduced dust; reduced storm water runoff / pollution
- **Potential Funding Needs and Sources:** Local taxes; property owners

<b>Objective:</b> Consider inclusion of Low Impact Development (LID) standards in new development			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Research best practices	6 Months	TBD	VOV Council and/or Planning and Zoning Commission; LCRA
Consider recommendations for inclusion in revision of land development ordinances/codes	6 Months	TBD	VOV Council and/or Planning and Zoning Commission;
Consider LID standards to capture runoff from paved parking lots and other impervious covers	1 year	TBD	VOV Council and/or Planning and Zoning Commission
Educate developers and property owners on benefits of LID even if not required in new development	On-going	Ongoing	Village staff

- **Potential Barriers to Implementation:** Resistance from residents, developers & business owners
- **Stakeholders and Partners:** Developers; residents; LCRA
- **Measures of Success:** Education and outreach on benefits of LID begins January 2024; ordinances updated (if desired) December 2024
- **Potential Funding Needs and Sources:** Minimal to update ordinances with LID standards; Minimal other

<b>Objective:</b> Minimize Environmental Impacts			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Encourage recycling and proper garbage disposal	On-going	On-going	Village Staff; Neighborhood Associations
Explore options to provide recycling and household hazardous waste collection services	1 Year	TBD	Village Staff; Public Works Committee; Tx Disposal Systems
Encourage waste collection companies to provide recycling, household waste, and bulky trash collection	1 Year	Yearly	Village Staff

- **Potential Barriers to Implementation:** Funding, lack of providers
- **Stakeholders and Partners:** Developers; residents; LCRA; Travis County; Texas Disposal Systems
- **Measures of Success:** Recycling services available, regular HHW and bulk collection available
- **Potential Funding Needs and Sources:** Costs paid by residents to service providers

## COMMUNITY IMAGE

**Goal: Maintaining and strengthening both the Village’s image as a community of excellence and leisure, as well as its identity as a small lakeside community.**

<b>Objective:</b> Consider seasonal events and festivals			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Build capacity at the Chamber of Commerce to take ownership and leadership of event development	1 Year	TBD	Chamber of Commerce; PR/Communication Committee; Village Staff
Identify opportunities for events that will serve residents and potentially attract visitors	6 Months	TBD	Chamber of Commerce; PR/Communication Committee; Village Staff
Identify volunteers, sponsors, and other needed resources for events	On-going	On-going	Chamber of Commerce; PR/Communication Committee; Village Staff
Conduct events throughout the year	On-going	On-going	Chamber of Commerce; PR/Communication Committee; Village Staff

- **Potential Barriers to Implementation:** Lack of capacity at Chamber; lack of interest for events; lack of volunteers
- **Stakeholders and Partners:** Residents; Neighborhood Associations; Village of Volente; Business owners
- **Measures of Success:** Capacity of Chamber expanded by end of 2020; positive feedback on events held
- **Potential Funding Needs and Sources:** Dependent on scale of events; local fundraising and sponsorships; grants

<b>Objective: Protect Public Health and Safety</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Discourage littering and improper trash disposal (i.e. illegal dumping)	On-going	On-going	Everyone
Provide adequate trash receptacles where needed and ensure regular collection	On-going	On-going	VOV Council; Village staff
Discourage abandoned buildings	On-going	On-going	VOV Council; Village staff
Create a Community Day to provide clean-up and other services to the community	1 Year	TBD	Safety Committee; PR/Communications Committee; Neighborhood Associations
Encourage use of blue address signs	On-going	On-going	Village staff; Neighborhood Associations; Safety Committee; VFD/ESD 14
Educate on services of bulky trash day	On-going	On-going	Village staff; PR/Communications Committee; Neighborhood Associations

- **Potential Barriers to Implementation:** Funding and staffing for nuisance controls
- **Stakeholders and Partners:** Residents; Chamber of Commerce; LCRA; Travis County Sheriff
- **Measures of Success:** Trash and littering reduced; community day in 2020; blue signs on all homes
- **Potential Funding Needs and Sources:** Cost of collection of public waste receptacles; staffing for nuisance control; local taxes

## PARKS AND OPEN SPACE

**Goal: Preserve in an unimpaired state the natural and cultural resources and values of the open spaces, green spaces, greenbelts, buffer zones, and significant cultural sites of the Village for the enjoyment, education, and inspiration of the citizens of Volente, and to further a sense of the community**

<b>Objective: Partner with Balcones Conservation Preserve to provide educational awareness and public access to conservation lands</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Identify responsible party to develop relationship with BCP	6 Months	TBD	VOV Council; Environmental Committee
Include information about BCP in developer and homeowner education packets	On-going	On-going	Village staff
Consider events to celebrate Balcones Canyonland Preserve	1 Year	TBD	PR/Communication Committee, Village Staff

- **Potential Barriers to Implementation:** Lack of interest
- **Stakeholders and Partners:** Developers; residents; BCP staff
- **Measures of Success:** More interest and awareness of BCP
- **Potential Funding Needs and Sources:** Minimal

<b>Objective: Consider development of Parks Foundation</b>			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Explore best practices and examples of foundations from other communities	6 Months	TBD	Parks Committee
Establish goals for organization	3 Months	TBD	Parks Committee
Recruit volunteers and leadership for the Committee	6 Months	TBD	Parks Committee
Establish Foundation	6 Months	TBD	VOV Council

- **Potential Barriers to Implementation:** Lack of interest / volunteers
- **Stakeholders and Partners:** Developers; residents
- **Measures of Success:** Foundation created by end of 2020
- **Potential Funding Needs and Sources:** Minimal

<b>Objective:</b> Consider the development of a community center			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Develop a Task Force to explore the development of a community center	3 Months	TBD	VOV Council
Develop education and outreach campaign to gauge support for this effort	6 Months	TBD	Task Force
If support exists, identify a location and design	6 Months	TBD	Task Force
Develop a fundraising plan for development and identify on-going funding needs and source and responsible party	6 Months	TBD	Task Force
Develop community center	1 Year	TBD	Task Force

- **Potential Barriers to Implementation:** Lack of support from residents; funding
- **Stakeholders and Partners:** Property owners; Neighborhood Associations (HOA); Volente Neighborhood Association
- **Measures of Success:** Support determined by June 2021; if support exists, plan in place by June 2022; center opened in June 2023
- **Potential Funding Needs and Sources:** \$100,000 - \$250,000 depending on land availability and cost as well as design; local fundraising, sponsorships, grants

<b>Objective:</b> Develop a viability study of the property near Jackson and Lime Creek as a Village park			
<b>Action</b>	<b>Timeline</b>	<b>Start Date</b>	<b>Responsible Party</b>
Evaluate property for potential use as a park and desired amenities if developed	6 Months	TBD	Parks Committee
Develop funding plan for any improvements and on-going maintenance if to be developed	6 Months	TBD	Parks Committee / Park Foundation
Develop and implement plan for park	1 Year	TBD	Park Foundation

- **Potential Barriers to Implementation:** Resistance from residents to fund expense of park
- **Stakeholders and Partners:** Developers; residents, local businesses
- **Measures of Success:** Decision made on if park to be developed by June 2020; park opened (if pursued) by end of 2021
- **Potential Funding Needs and Sources:** Dependent on amenities desired; local fundraising, sponsorships, grants

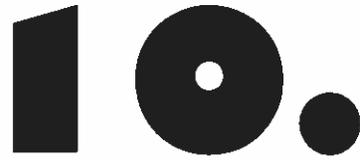
<b>Objective:</b> Continue maintenance of Steichen Park
---

Action	Timeline	Start Date	Responsible Party
Ensure adequate resources for maintenance	On-going	On-going	VOV Council
Develop volunteers to help maintain and improve the park	On-going	On-going	Parks Committee

- **Potential Barriers to Implementation:** Funding
- **Stakeholders and Partners:** Residents; business owners
- **Measures of Success:** Park is maintained and used
- **Potential Funding Needs and Sources:** Minimal

<b>Objective:</b> Determine fate of Mohlberg Park			
Action	Timeline	Start Date	Responsible Party
Contact Travis County / others responsible for prohibiting access to the park	1 Month	June 2020	Village staff
Determine what, if anything, can be done to either obtain access or surrender park to other entity	6 Months	July 2020	Village staff; VOV Council
Determine course of action	3 Months	January 2021	VOV Council

- **Potential Barriers to Implementation:** Lack of response from responsible parties; lack of ownership from them
- **Stakeholders and Partners:** Travis County; BCP
- **Measures of Success:** Decision is made on what to do with that property
- **Potential Funding Needs and Sources:** Minimal



**Sponsor did not provide any backup materials**