

**NOTICE OF THE REGULARLY CALLED MEETING OF THE
CITY COUNCIL
OF THE VILLAGE OF VOLENTE, TEXAS
TUESDAY, SEPTEMBER 15, 2015 at 6:30 P.M.
16100 Wharf Cove, Volente, Texas 78641**

Notice is hereby given that the City Council of the Village of Volente will hold their Regularly Called Meeting at 6:30 p.m., Tuesday, the 15th day of September, 2015 in Council Chambers at 16100 Wharf Cove, Volente, Texas to consider and act upon any lawful subject which may come before it, including the following:

A. Items Opening the Meeting

1. Call to Order.
2. Call Roll.
3. Pledge of Allegiance.
4. Approval of the Meeting Minutes from August 15, August 18, August 19, August 27, and September 2, 2015.
5. Village Reports.
 - a. Financial Reports.
 - b. Construction Update.
 - c. City Secretary Report.
 - d. Crime & Complaints Report.
 - e. Committee Reports.

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

C. General Business and Action Items.

1. Public Hearing on the Proposed Tax Rate for the Village of Volente for the Fiscal Year 2015-2016.
2. Adoption of the Tax Rate for the 2015-2016 Fiscal Year.
3. Public Hearing on the Proposed Budget for the Village of Volente for the Fiscal Year 2015-2016.
4. Adoption of the Budget for the 2015-2016 Fiscal Year.
5. Public Hearing on proposed changes to the Zoning Ordinance.
6. Quick Poll vote by Council on their opinion on if the following topics are "Okay as proposed", "Need to be revised", or "Require further study".
 - a. Density
 - i. Multifamily
 - ii. Cluster Homes
 - iii. Condos
 - iv. RVs
 - b. Land Use
 - i. Setbacks
 - ii. Impervious Cover

- iii. Buildable Area
 - iv. Nonconforming Uses
 - c. Commercial
 - i. Light
 - ii. Marina
 - iii. Entertainment
 - d. Additional Topics related to Zoning for Quick Poll
- 7. Citizen Comments regarding the location of City Hall and possible renewal of the lease for the building located at 16100 Wharf Cove.
- 8. Discussion and Possible Action on renewing and signing the lease for 16100 Wharf Cove.

The Staff and Mayor present the following agenda items (9-10) to be considered as consent items by the City Council to be enacted by one motion. If a citizen or City Council Member requests discussion on an item, it will not be approved on consent and will be moved to the end of the agenda to be considered at that time. City Council Members may add additional items to be considered for the consent agenda.

- 9. *Discussion and Possible Action on signing a contract, to be executed in the next fiscal year, with Franklin Publishing for the codification of ordinances for the Village of Volente. (Mayor Ken Beck)*
- 10. *Discussion and Possible Action on signing a contract, to be executed in the next fiscal year, with Linda Hambrick for the organization and inventory of records and files for the Village of Volente. (Mayor Ken Beck)*
- 11. Discussion and Possible Action on the safety and parking concerns of Wharf Cove. (Council Member Yarbrough)
- 12. Discussion and Possible Action regarding the removal of road base stored alongside Lime Creek Road. (Council Member Springer, Council Member Yarbrough).
- 13. Discussion only on repealing Ordinance 2005-O-44, which removed grandfathering from the Site Development Ordinance for pre-existing legally platted lots. (Council Member Springer, Mayor Pro Tem Connors)
- 14. Discussion on the Nuisance Ordinance. (Council Member Springer, Mayor Pro Tem Connors)
- 15. Presentation and Vote on proposed Agenda Items.
- 16. Adjourn.

IT IS HEREBY CERTIFIED that the above Agenda was posted at the Village Offices and the VVFD Bulletin Board on this 9th day of September, 2015.

Julia Vicars, City Secretary

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

Village of Volente
Income & Expense Budget vs. Actual
October 2014 through August 2015

	Aug 15	Budget	\$ Over Budget	% of Budget	FYTD	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense								
Income								
40000 · Property Tax Revenue	1,680.11	799.00	881.11	210.28%	216,253.33	212,934.00	3,319.33	101.56%
41000 · Sales Tax Revenue								
41110 · Mixed Beverage Sales Tax	0.00	0.00	0.00	0.0%	2,470.14	3,000.00	-529.86	82.34%
41120 · Sales & Use Taxes	7,552.40	5,990.00	1,562.40	126.08%	36,241.44	44,772.00	-8,530.56	80.95%
Total 41000 · Sales Tax Revenue	7,552.40	5,990.00	1,562.40	126.08%	38,711.58	47,772.00	-9,060.42	81.03%
42000 · Utility Franchise Fees	3,966.29	7,270.00	-3,303.71	54.56%	32,268.24	31,000.00	1,268.24	104.09%
43000 · Development Fees/Permits	133.13	83.00	50.13	160.4%	5,026.22	916.00	4,110.22	548.71%
44000 · Grant Revenue	0.00	0.00	0.00	0.0%	74,689.00	29,000.00	45,689.00	257.55%
47000 · Investment Earning	28.18	125.00	-96.82	22.54%	331.04	1,375.00	-1,043.96	24.08%
49100 · Miscellaneous Income	0.00				142.60			
Total Income	13,360.11	14,267.00	-906.89	93.64%	367,422.01	322,997.00	44,425.01	113.75%
Gross Profit	13,360.11	14,267.00	-906.89	93.64%	367,422.01	322,997.00	44,425.01	113.75%
Expense								
50000 · Operations	1,364.32	2,567.31	-1,202.99	53.14%	24,264.79	31,500.82	-7,236.03	77.03%
52000 · Municipal Court	0.00	0.00	0.00	0.0%	1,637.75	3,000.00	-1,362.25	54.59%
53000 · Facilities and Equipment	2,403.68	3,075.00	-671.32	78.17%	30,530.51	34,325.00	-3,794.49	88.95%
55000 · Community Events	66.32	179.17	-112.85	37.02%	4,194.89	5,610.84	-1,415.95	74.76%
57000 · Public Works								
57110 · Park Maintenance	300.00	125.00	175.00	240.0%	3,625.00	1,375.00	2,250.00	263.64%
57121 · Mowing	0.00				18,510.00			
57123 · Tree Trimming	0.00				45,050.00	0.00	45,050.00	100.0%
57131 · Roads & Rightaway	1,250.00	0.00	1,250.00	100.0%	7,273.50	52,770.00	-45,496.50	13.78%
57140 · Street Signs (New & Repairs)	0.00	166.67	-166.67	0.0%	3,658.44	1,833.34	1,825.10	199.55%
Total 57000 · Public Works	1,550.00	291.67	1,258.33	531.42%	78,116.94	55,978.34	22,138.60	139.55%
64000 · Outside Services								
64011 · Audit	0.00	0.00	0.00	0.0%	5,700.00	0.00	5,700.00	100.0%
64012 · Tax Collection - All	0.00	54.17	-54.17	0.0%	904.98	595.84	309.14	151.88%
64014 · Consultant/Inspection	520.00				20,259.95			
64018 · Bookkeeping Service	270.00	720.00	-450.00	37.5%	4,532.80	7,920.00	-3,387.20	57.23%
64400 · Professional Services	0.00	2,583.34	-2,583.34	0.0%	27,440.37	28,416.68	-976.31	96.56%
Total 64000 · Outside Services	790.00	3,357.51	-2,567.51	23.53%	58,838.10	36,932.52	21,905.58	159.31%
64100 · Development Costs	0.00	833.33	-833.33	0.0%	-317.20	9,166.66	-9,483.86	-3.46%
65000 · Contract Labor	250.00	1,266.67	-1,016.67	19.74%	3,550.00	13,933.34	-10,383.34	25.48%
66000 · Compensation and Benefits	4,746.23	10,003.34	-5,257.11	47.45%	121,042.67	110,036.68	11,005.99	110.0%
Total Expense	11,170.55	21,574.00	-10,403.45	51.78%	321,858.45	300,484.20	21,374.25	107.11%
Net Ordinary Income	2,189.56	-7,307.00	9,496.56	-29.97%	45,563.56	22,512.80	23,050.76	202.39%
Other Income/Expense	0.00				-5.50			
Net Income	2,189.56	-7,307.00	9,496.56	-29.97%	45,558.06	22,512.80	23,045.26	202.37%

Village of Volente
 Balance Sheet
 As of August 31, 2015

	Aug 31, 15	Jul 31, 15	% Change	Aug 31, 14
ASSETS				
Current Assets				
Checking/Savings				
10100 · Cap One Checking- 5191	34,500.22	45,318.64	-23.9%	23,890.91
10200 · Cap One Tower Fund - 1411	488,221.63	488,200.90	0.0%	487,977.59
10300 · Cap One Savings - 6099	175,405.47	175,398.02	0.0%	154,593.43
10400 · Parkland Fund - Restricted	61,250.00	61,250.00	0.0%	61,250.00
10500 · Temporarily Restricted Cash	-61,250.00	-61,250.00	0.0%	-61,250.00
Total Checking/Savings	<u>698,127.32</u>	<u>708,917.56</u>	-1.5%	<u>666,461.93</u>
Accounts Receivable				
12000 · Accounts Receivable	4,598.88	6,100.75	-24.6%	-1,448.56
Total Accounts Receivable	<u>4,598.88</u>	<u>6,100.75</u>	-24.6%	<u>-1,448.56</u>
Other Current Assets				
12110 · Undeposited Funds	0.00	363.78	-100.0%	0.00
12300 · Prepaid Deposits	2,111.00	2,111.00	0.0%	2,111.00
Total Other Current Assets	<u>2,111.00</u>	<u>2,474.78</u>	-14.7%	<u>2,111.00</u>
Total Current Assets	<u>704,837.20</u>	<u>717,493.09</u>	-1.8%	<u>667,124.37</u>
Fixed Assets				
14100 · Leasehold Improvements	7,777.25	7,777.25	0.0%	7,777.25
14150 · Accum Depreciation - Leasehold	-3,888.63	-3,888.63	0.0%	-3,888.63
14200 · Furniture & Equipment	17,412.03	17,412.03	0.0%	16,176.03
14250 · Accum Depr Furniture & Equip	-1,963.10	-1,963.10	0.0%	-1,963.10
Total Fixed Assets	<u>19,337.55</u>	<u>19,337.55</u>	0.0%	<u>18,101.55</u>
TOTAL ASSETS	<u><u>724,174.75</u></u>	<u><u>736,830.64</u></u>	-1.7%	<u><u>685,225.92</u></u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	12,070.99	26,916.42	-55.2%	2,030.18
Total Accounts Payable	<u>12,070.99</u>	<u>26,916.42</u>	-55.2%	<u>2,030.18</u>
Other Current Liabilities				
20100 · Other Payables	5,700.00	5,700.00	0.0%	5,700.00
24000 · Payroll Liabilities	454.14	454.16	0.0%	3,482.84
Total Other Current Liabilities	<u>6,154.14</u>	<u>6,154.16</u>	0.0%	<u>9,182.84</u>
Total Current Liabilities	<u>18,225.13</u>	<u>33,070.58</u>	-44.9%	<u>11,213.02</u>
Total Liabilities	<u>18,225.13</u>	<u>33,070.58</u>	-44.9%	<u>11,213.02</u>
Equity				
39000 · Net Assets - Retained Earnings	593,758.64	593,758.64	0.0%	636,875.26
39010 · Opening Bal Equity	-74,735.10	-74,735.10	0.0%	-74,735.10
39020 · Fund Balance Designated	80,118.02	80,118.02	0.0%	80,118.02
39100 · Net Assets - Temp Restricted	61,250.00	61,250.00	0.0%	61,250.00
Net Income	45,558.06	43,368.50	5.1%	-29,495.28
Total Equity	<u>705,949.62</u>	<u>703,760.06</u>	0.3%	<u>674,012.90</u>
TOTAL LIABILITIES & EQUITY	<u><u>724,174.75</u></u>	<u><u>736,830.64</u></u>	-1.7%	<u><u>685,225.92</u></u>

Village of Volente Statement of Cash Flows August 2015

	Aug 15
OPERATING ACTIVITIES	
Net Income	2,189.56
Adjustments to reconcile Net Income to net cash provided by operations:	
12000 · Accounts Receivable	1,501.87
20000 · Accounts Payable	-14,845.43
24020 · Medicare Tax - EE	-0.01
24525 · Medicare Tax - ER Paid	-0.01
Net cash provided by Operating Activities	<u>-11,154.02</u>
Net cash increase for period	-11,154.02
Cash at beginning of period	709,281.34
Cash at end of period	<u><u>698,127.32</u></u>

Village of Volente
Job Profitability Summary
Excludes Administrative Costs

Agenda Item A5a

	<u>Act. Cost</u>	<u>Act. Revenue</u>	<u>(\$ Diff.</u>
8408 Lime Creek	65.00	73.13	8.13
16409 Sherman St	50.00	56.25	6.25
8420 Lime Creek	50.00	56.25	6.25
16508 Jackson	50.00	56.25	6.25
15718 Booth Circle	50.00	56.25	6.25
TOTAL	<u><u>265.00</u></u>	<u><u>298.13</u></u>	<u><u>33.13</u></u>

NOTE: THE DIFFERENCE DIRECTLY REFLECTS THE HANDLING FEE CHARGED ON EACH TRANSACTION

August-September Construction Report

Site Address	Owner	Project Type	Status	Start Date	Variance	Notes
15757 Booth Circle	Ratcliffe	SF Home: Tear Down & Rebuild	App Phase	Jan '14	✓	Approved through P&Z, Council on 8/17/15
16500 Jackson	Kerr	Addition to Home	Construction	Mar '14	✓	additional 54 square feet of "open air bathroom" approved to piggyback current permit
8102 Lime Creek	Arifi	SF Home	Construction	Sept '14	✓	Temp C/O issued, awaiting final
15718 Booth	Spurlin	SF Home	App Phase	Mar '15	✓	Permit issued, Inspections taking place
16501 Sherman	Gleinser	Pool	Construction	May '15		Issued Permit, inspections ongoing
8216 Lime Creek	Johnson	SF Home	App Phase	May '15		Formal submission, pending review by ATS and TRE
15916 Booth	Smith	SF Home	Construction	June '14		Driveway almost done, temp C/O will expire on 20th of September
8408 Lime Creek	Chaudhari	SF Home	App Phase	April '14	✓	Variance approved, Inspections taking place
16409 Sherman	Davison	SF Home	Construction	March '15		Inspections currently taking place
8420 Lime Creek	Dooley	SF Home & Pool	Construction	March '14	✓	Temp C/O expires 9-18; final to be scheduled before expiration
15815 Booth Circle	English	Demo Permit	Demo	August '15		Finishing up clean up, then submitting for a remodel permit

New Fee Schedule	Old Fee Schedule
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Monthly Crime Report – August through September



Spot Crime's Reported Incidents

Date	Time	Location	Incident
08/17/15	12:13 AM	162XX Dodd St	Suspicious Vehicle
08/23/15	5:28 PM	161XX Wharf Cove	Assist EMS
08/24/15	2:11 AM	150XX FM 2769	Internet Crime
08/29/15	7:57 PM	97XX Lime Creek Rd	Accident w/ Injury
08/30/15	8:46 AM	Sherman & Lime Creek	Collision
09/02/15	7:36 AM	161XX Wharf Cove	Disturbance/Nuisance
09/04/15	11:45 AM	159XX Mary St	False Alarm Burglary
09/05/15	11:33 PM	159XX FM 2769	DWI
09/06/15	6:10 PM	161XX Wharf Cove	Reckless Damage
09/06/15	6:43 PM	161XX Wharf Cove	Assault
09/06/15	7:28 PM	161XX Wharf Cove	Public Intoxication
09/08/15	2:34 PM	154XX FM 2769	Collision & Failure to Report

NOTE: THE ABOVE LISTED INCIDENTS HAVE NOT BEEN VERIFIED BY TRAVIS COUNTY AND ARE NOT OFFICIAL REPORTS OF ANY INCIDENT.

VILLAGE of VOLENTE

Fiscal Year 2015-2016 Budget

This budget will raise more total property taxes than last year's budget by **\$18,658** or **8.78%**, and of that amount **\$2,220** is tax revenue to be raised from new property added to the tax roll this year.

Budget Adoption Voting Results:

For:

Against:

Abstained:

Absent:

Municipal Property Tax Rates:

Proposed Property Tax Rate: \$0.1299

Effective Tax Rate: \$0.1203

Effective Maintenance & Operations Tax Rate: \$0.1203

Rollback Tax Rate: \$0.1299

Debt Rate: \$0

Municipal Debt Obligations: \$0

VILLAGE of VOLENTE

Fiscal Year 2015-2016 Budget

Forecast based on actuals through August 31, 2015

REVENUE	2014-2015 Budget	2014-2015 Forecast	2015-2016 Budget
Property Tax	\$213,100.00	\$214,573.00	\$231,245.00
Sales Tax	\$53,000.00	\$48,000.00	\$51,500.00
Utility Franchise Fees	\$31,000.00	\$28,297.00	\$37,750.00
Sign Permits	\$1,000.00	\$620.00	\$750.00
Grant Revenue	\$29,000.00	\$74,689.00	\$29,000.00
Investment	\$1,500.00	\$302.86	\$400.00
TOTAL REVENUE	\$328,600.00	\$366,481.86	\$350,645.00
EXPENDITURES	2014-2015 Budget	2014-2015 Actuals	2015-2016 Budget
Operations	\$34,320.00	\$29,812.00	\$25,850.00
Municipal Court	\$3,000.00	\$1,637.75	\$500.00
Facilities & Equipment	\$37,400.00	\$39,405.68	\$33,967.00
Community Events	\$5,900.00	\$4,357.98	\$7,750.00
Public Works	\$73,860.00	\$80,000.00	\$145,500.00*
Outside Services	\$46,290.00	\$73,554.92	\$62,900.00
Development	\$10,000.00	\$0.00	\$1,000.00
Contract Labor	\$15,200.00	\$4,323.75	\$7,500.00
Compensation & Benefits	\$120,040.00	\$125,000.00	\$65,122.26
TOTAL EXPENSE	\$346,010.00	\$353,734.10	\$350,089.26
TOTAL SURPLUS OR DEFECIT	\$17,410.00	\$12,747.76	\$555.74

*Note: the amount budgeted for Public Works includes \$30,000.00 to be set aside in reserves for future road improvements.

VILLAGE of VOLENTE

Fiscal Year 2015-2016 Budget

REVENUE

40000 · Property Tax Revenue	
40110 · Real Property Tax - Current Yr	231,245.00
Total 40000 · Property Tax Revenue	231,245.00
41000 · Sales Tax Revenue	
41110 · Mixed Beverage Sales Tax	3,500.00
41120 · Sales & Use Taxes	48,000.00
Total 41000 · Sales Tax Revenue	51,500.00
42000 · Utility Franchise Fees	
42110 · Franchisee Fees	37,750.00
Total 42000 · Utility Franchise Fees	37,750.00
43000 · Development Fees/Permits	
43140 · Sign Permit Fees	750.00
Total 43000 · Development Fees/Permits	750.00
44000 Grant Revenue	
44110 - Capt Metro	29,000.00
Total 44000 - Grant Revenue	29,000.00
47000 · Investment Earning	
47120 · Interest Earned /Savs/MMA	400.00
Total 47000 · Investment Earning	400.00
TOTAL REVENUE	350,645.00

VILLAGE of VOLENTE

Fiscal Year 2015-2016 Budget

EXPENSE

50000 · Operations

50100 · Office Supplies & Equipment

50120 · Office Supplies - General	5,500.00
50130 · Office Supplies - Printing	1,000.00
50140 · Office Equipment Lease	5,500.00

Total 50100 · Office Supplies & Equipment 12,000.00

50200 · Postage and Shipping

50220 · Postage	2,400.00
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Total 50200 · Postage and Shipping 2,400.00

50300 · Communications & Internet

50310 · Website Maintenance	1,000.00
50320 · Telephone & Internet	1,200.00

Total 50300 · Communications & Internet 2,200.00

50600 · Computer Services and Support

50610 · Computer Software and Support	1,200.00
50620 · Computer Hardware & Repairs	250.00

Total 50600 · Computer Services and Support 1,450.00

50800 · Other Operating Expense

50804 · Advertising/Public Notices	1,000.00
50805 · Books & Publications	500.00
50806 · Dues, Fees, & Subscriptions	3,600.00
50808 · Insurance, Liab/workers comp	1,200.00
50809 · Training & Ed - Council	1,000.00
50812 · Mileage Reimbursement	500.00

Total 50800 · Other Operating Expense 7,800.00

Total 50000 · Operations 25,850.00

52000 · Municipal Court

52100 · Municipal Court Costs	500.00
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Total 52000 · Municipal Court 500.00

53000 · Facilities and Equipment	
53100 · Facilities and Equip -Other	
53120 · Office Equipment & Furniture	250.00
53130 · Utilities - Electric	3,500.00
53140 · Repairs & Maint Facilities	5,000.00
53150 · Burglar Alarm	425.00
53160 · Pest & Extermination Services	250.00
Total 53100 · Facilities and Equip -Other	9,425.00
53200 · Facility and Equipment Rent	
53210 · Firehall Rental	100.00
53220 · Office Space Lease	24,000.00
Total 53200 · Facility and Equipment Rent	24,100.00
53000 · Facilities and Equipment - Other	442.00
Total 53000 · Facilities and Equipment	33,967.00

55000 · Community Events	
55120 · Village Cleanup, other	1,600.00
55150 · City Council Meetings & Workshop	1,000.00
55160 · Election Expense	1,500.00
55170 · Events - Other	1,550.00
55180 · Town Hall Meetings	2,100.00
Total 55000 · Community Events	7,750.00

57000 · Public Works	
57110 · Park Maintenance	1,000.00
57120 · ROW Herbicide	2,000.00
57121 · Mowing	20,000.00
57123 · Tree Trimming	20,000.00
57131 · Roads & Rightaway	58,000.00
57140 · Street Signs (New & Repairs)	2,000.00
57150 · Road Maintenance Reserves	30,000.00
57000 · Public Works - Other	12,500.00
Total 57000 · Public Works	145,500.00

64000 · Outside Services	
64011 · Audit	12,000.00
64012 · Tax Collection - All	1,500.00
64018 · Bookkeeping Service	4,800.00
64400 · Professional Services	
64410 · Attorney - General Services	18,000.00

64470 · City Professional Services	14,000.00
64471 · P&Z - Ordinances	12,000.00
64473 · Public Safety	600.00
Total 64400 · Professional Services	44,600.00
Total 64000 · Outside Services	62,900.00
64100 · Development Costs	
64105 · Flat Rate Schedule	1,000.00
Total 64100 · Development Costs	1,000.00
65000 · Contract Labor	
65100 · Enforcement Costs	
65110 · Contract Police	5,000.00
65120 · Code Compliance	2,500.00
Total 65100 · Enforcement Costs	7,500.00
Total 65000 · Contract Labor	7,500.00
66000 · Compensation and Benefits	
66100 · Salaries and Wages	
66110 · Salaried wages	49,980.00
Total 66100 · Salaries and Wages	49,980.00
66500 · Employee Related	
66510 · Employer Paid Health Ins	6,203.75
66530 · Texas Unemployment Tax	344.54
66540 · Social Security ER	2,912.76
66550 · Medicare ER	681.21
66560 · Training & Ed - Staff	5,000.00
Total 66500 · Employee Related	15,142.26
Total 66000 · Compensation and Benefits	65,122.26
Total Expense	350,089.26

ORDINANCE NO. 2015-O-8

AN ORDINANCE FOR THE VILLAGE OF VOLENTE, TEXAS ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor of the Village of Volente, Texas (herein the "City") has submitted to the City Council a proposed budget of revenues of said City and the expenditures and expenses of conducting the affairs thereof and providing a complete financial plan for the 2015/2016 fiscal year, and which said proposed budget has been compiled from detailed information obtained from several departments, divisions, and office of the City;

WHEREAS, the City Council has received said Mayor's proposed budget, a copy of which proposed budget and all supporting documents have been filed with the City Secretary; and

WHEREAS, the City Council has conducted a public hearing on the budget, as provided by law.

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

SECTION 1. The proposed budget of the revenue of the City and expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2015 and ending September 30, 2016, as submitted to the City Council by the Mayor of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the budget of all current expenditures and expenses, as well as fixed charges against said City for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

SECTION 2. The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City Government as established in the approved budget document for the fiscal year ending September 30, 2016.

SECTION 3. Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED AND APPROVED this 15th day of September, 2015.

THE VILLAGE OF VOLENTE, TEXAS

Ken Beck, Mayor

ATTEST:

Julia Vicars, City Secretary

ORDINANCE NO. 2015-O-7

AN ORDINANCE OF THE VILLAGE OF VOLENTE, TEXAS LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND TERMINATING SEPTEMBER 30, 2015; PROVIDING FOR AND APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, the City Council of the Village of Volente, Texas, approved the municipal budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, it is necessary that an ordinance be passed levying ad valorem tax on all property, both real and personal, within the corporate limits of the Village of Volente, Texas in accordance with such budget and the Texas Tax Code;

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

Section 1. That there be and is hereby levied and shall be assessed and collected for the use and support of the municipal government of the Village of Volente for the fiscal year 2015-2016, upon all property, real, personal, and mixed, within the corporate limits of said Village of Volente subject to taxation, a tax of \$0.1299 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

1. For the maintenance and support of general government (General Fund), \$0.1299 on each \$100.00 valuation of property at 100% valuation.
2. For the principal and interest on debt service (Interest and Sinking Fund) \$0.00 on each \$100.00 valuation property at 100% valuation.

Section 2. That taxes levied under this ordinance shall be due October 1, 2015 and if not paid on or before January 1, 2016 shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the Village of Volente, Texas is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the Village of Volente and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and, the interest and penalty collected from such delinquent taxes from date of delinquency at the rate as prescribed by state law.

Section 4. The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE VILLAGE OF VOLENTE THIS 15TH DATE OF SEPTEMBER, 2015 AT A REGULAR COUNCIL MEETING OF THE CITY COUNCIL OF THE VILLAGE OF VOLENTE, THERE BEING A QUORUM PRESENT, BY AYES AND NAYS TO ABSENTATIONS.

VILLAGE OF VOLENTE, TEXAS

Ken Beck, Mayor

ATTEST:

Julia Vicars, City Secretary



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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ADDENDA & EXHIBITS (check all that apply)

- Exhibit _____
- Exhibit _____
- Commercial Lease Addendum for Broker's Fee
- Commercial Lease Expense Reimbursement Addendum
- Commercial Lease Addendum for Extension Option
- Commercial Lease Addendum for Percentage Rent
- Commercial Lease Parking Addendum
- Commercial Landlord's Rules and Regulations
- Commercial Lease Guaranty
- Commercial Lease Right of First Refusal Addendum
- Commercial Lease Addendum for Optional Space
- Commercial Leasehold Construction Addendum
- Landlord's Consent to Sublease
- _____

(TAR-2101) 5-26-06 Initialed for Identification by Tenant: _____, _____, and Landlord: _____, _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: Village of Volente
 _____ ; and
 Landlord: Linda Light Carter
 _____ .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

(1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (*project name*) at _____ (*address*) in _____ (*city*), _____ (*county*), Texas, which is legally described on attached Exhibit _____ or as follows:

 _____ .

(2) Single-Tenant Property: The real property at: 16100 Wharf Cv (*address*) in Volente (*city*), Travis (*county*), Texas, which is legally described on attached Exhibit _____ or as follows: Lot 75 Lake Travis Subd No 1

 _____ .

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 12 months and _____ days, commencing on: November 1, 2015 (Commencement Date) and ending on October 31, 2016 (Expiration Date).

- B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

from <u>November 1, 2015</u>	to <u>October 31, 2016</u>	:	\$ <u>1,750.00</u>	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	;
from _____	to _____	:	\$ _____	.

- B. First Full Month's Rent: The first full base monthly rent is due on or before November 1, 2015

- C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Expense Reimbursement Addendum
- (2) Commercial Percentage Rent Addendum
- (3) Commercial Parking Addendum
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Linda Carter
 Address: Rent check to be placed in mailbox or mailed to 16120 Wharf Cv
Volente Tx 78641

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after

providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 45.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ 2000.00 (Paid in 2013) to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) <u>Maintain Landscape area around bldg</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance in an amount not less than \$1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and

(2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: Village of Volente offices and meetings. Back room with bath may be subleased by Village of Volente to a private party for accepted use by landlord.

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: N/A

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The

specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(14) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) <u>Septic & water well, replacement of HVAC's</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) <u>Any penetration of water or flooding of building</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.
18. **LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, quests, or invitees for any damages, injuries, or losses to person or property caused by:
 A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's quest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
 B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.
19. **INDEMNITY:** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, quests, or invitees.
20. **DEFAULT:**
- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.
21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.
22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
23. **LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.
24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES: Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. **REPRESENTATIONS:**

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. **BROKERS:**

A. The brokers to this lease are:

Cooperating Broker	License No.	Principal Broker	License No.
Address		Address	
Phone	Fax	Phone	Fax
E-mail		E-mail	

Cooperating Broker represents Tenant.

Principal Broker: *(Check only one box)*
 represents Landlord only.
 represents Tenant only.
 is an intermediary between Landlord and Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Addendum for Broker's Fee.
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Addendum for Broker's Fee.

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,
 and a copy to: Village of Volente
 Address: 16100 Wharf Cove
 Phone: (512) 250-2075 Fax: (512) 334 6550
 Tenant also consents to receive notices by e-mail at: city.admin@volentetexas.gov

Landlord at:
 Address: 16120 Wharf Cove
 Phone: (575) 551-2468 Fax: _____
 and a copy to:
 Address: _____
 Phone: (575) 551-2468 Fax: _____
 Landlord also consents to receive notices by e-mail at: lindalc@tularosa.net

35. **SPECIAL PROVISIONS:**

This is a renewal and extension of the current lease dated November 1, 2013 and expires October 31, 2015.

Babs Yarbrough, council member and real estate agent, prepared this renewal lease as a courtesy to both parties with no compensation of any kind from either party.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Village of Volente
 Tenant
 By _____
 Date _____
 Printed Name Ken Beck
 Title Mayor

Linda Light Carter
 Landlord
 By _____
 Date _____
 Printed Name Linda Light Carter
 Title Landlord

 Tenant
 By _____
 Date _____
 Printed Name _____
 Title _____

 Landlord
 By _____
 Date _____
 Printed Name _____
 Title _____



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 16100 Wharf Cv, Volente, Tx 78641

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 6 months additional term(s) of \$1750.00 months each.
B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 90 days before the end of the then current term of the lease.
C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be: (Check (1), (2) or (3) only.)

(1)

Table with 5 columns: Dates (From, To), Rate per rentable square foot (optional) (\$ Monthly Rate, \$ Annual Rate), and Base Monthly Rent \$. Row 1: 11/01/2016, 04/30/2016, / rsf / month, / rsf / year, 1,750.00

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor.
(3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

(TAR-2104) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____ Page 1 of 2

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

Landlord: Linda Light Carter

By: Linda Light Carter

By (signature): _____

Printed Name: Linda Light Carter

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: Village of Volente

By: Ken Beck, Mayor

By (signature): _____

Printed Name: Ken Beck

Title: Mayor

By: _____

By (signature): _____

Printed Name: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LANDLORD'S CONSENT TO SUBLEASE

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**ADDENDUM TO THE COMMERCIAL SUBLEASE BETWEEN THE SUBLESSOR AND SUBLESSEE
 IDENTIFIED BELOW CONCERNING THE SUBLEASED PREMISES AT:**

16100 Wharf Cv, Volente, Tx 78641

A. The undersigned Landlord, consents to the sublease dated _____
 (commencement date) for the above-referenced subleased premises between:

Sublessor: _____ ; and

Sublessee: _____

B. Sublessor remains liable for all obligations under the lease between Landlord and Sublessor (master lease).

C. Rent Payments: (select (1) or (2) below)

(1) Landlord will accept rental payments from Sublessee as being made on behalf of Sublessor.

(2) All rental payments must be made to Landlord by Sublessor (not Sublessee).

D. Sublessor's Default: (select any that apply)

(1) In the event of Sublessor's default under the master lease, Landlord will provide notice to Sublessee and allow Sublessee an additional _____ days to cure Sublessor's default prior to exercising Sublessor's remedies.

(2) If Landlord terminates the master lease Landlord will, if requested by Sublessee, enter into a new lease with Subtenant upon the same terms and conditions as the sublease (including but not limited to any broker's fee obligations) without any interruption in the payment of rent. The rental rate will be:

(a) the same as in the sublease

(b) the same as in the master lease

(c) _____

E. Other:

Landlord: Linda Light Carter

By: Linda Light Carter

By (signature): _____

Printed Name: Linda Light Carter

Title: _____ Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

**PROFESSIONAL SERVICES AGREEMENT
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PROFESSIONAL SERVICES AGREEMENT FOR CODIFICATION AND LEGAL REVIEW SERVICES

FRANKLIN LEGAL PUBLISHING, INC., a corporation duly authorized and existing under the laws of the State of Texas, hereinafter referred to as "Franklin Legal Publishing," hereby agrees to edit, codify and publish a new and revised Code of Ordinances for the VILLAGE OF VOLENTE, TEXAS, hereinafter referred to as "Village," according to the following terms and conditions.

PART I: CODIFICATION AND LEGAL REVIEW SERVICES

(1) **Copies of Ordinances to be Provided.** The Village will provide one (1) copy of all ordinances adopted by the Village. Such materials will be provided in an editable electronic format, if available, within thirty (30) days of execution of this agreement. Only copies are to be provided, as these materials will not be returned to the Village. Logs of all materials received will be prepared and submitted to the Village for approval prior to proceeding with preparation of the new code to ensure that all materials have been provided.

(2) **Editorial Review, Analysis and Codification.** The ordinances of the Village will be arranged into a new Code of Ordinances for the Village. During this process, Franklin Legal Publishing will analyze each code provision and ordinance and identify any conflicts, ambiguities, obsolete, and/or duplicative provisions which may be found.

(3) **Preliminary Draft.** Franklin Legal Publishing will provide a preliminary draft code. The preliminary draft will be complete with the exception of the code comparative table, the ordinance disposition table, and the index. The preliminary draft will include all graphics and textual tables at no extra cost to the Village. The preliminary draft will be provided electronically or by printed copy if requested.

(4) **Legal Review (Optional).** Attorneys for Franklin Legal Publishing will review all of the Village's ordinances against state, federal and case law to determine if any provisions are unlawful, unconstitutional, obsolete, or otherwise unenforceable. A written report of any findings will be prepared and submitted to the Village for review along with recommendations. Ordinances adopted up to the date of the delivery of this review will be incorporated into the final code. Ordinances subsequently will be included as part of the first code supplement.

(5) **Editorial and Legal Conference (Optional).** Upon completion of the editorial and legal review, an attorney for Franklin Legal Publishing will meet with key Village officials in an editorial and legal conference to discuss any findings revealed during the editorial and legal analysis and to determine how to remedy the conflicts. Following this conference, Franklin Legal Publishing will submit to the Village a written memorandum of understanding outlining the substantive

changes approved at the editorial and legal conference. Changes will then be drafted and incorporated into the final draft at no additional charge.

(6) New Ordinances and Code Provisions (Optional). During the course of the work, Franklin Legal Publishing will make recommendations for new provisions where there is an obvious need for legislation on specific subjects. Franklin Legal Publishing will provide sample ordinances or Code provisions to accomplish this, if requested by the Village. Since the need for such new legislation is of a local nature and varies from city to city, Franklin Legal Publishing will also rely on the Village for guidance with regard to any specific legislation needed.

Note: Because of the political implications and legal restrictions, Franklin Legal Publishing will not be responsible for the preparation of new zoning and subdivision ordinances. These ordinances, if published, will be incorporated in the Code exactly as they have been adopted and amended, and will be included as exhibits to the pertinent code chapters. Review of these ordinances shall extend only to the relationship of these ordinances to other ordinances with regard to conflicts and/or repetition.

(7) Arrangement, Notations, and State Law References. Franklin Legal Publishing will arrange the Code to be all-inclusive and subject matter will be arranged in an orderly and logical fashion. References to ordinances or old code provisions will be cited to indicate the ordinance from which each section or subsection is derived. Also, editorial footnotes and cross references will be incorporated where deemed appropriate so that related Code provisions can be tied together. State law references will also be provided as footnotes to applicable Code provisions.

(8) Code Index and Table of Contents. Franklin Legal Publishing will prepare a comprehensive general index by subject matter and a table of contents for the Code. Separate tables of contents for inclusion at the beginning of each chapter will also be prepared.

(9) Ordinance Disposition Table. Franklin Legal Publishing will list all ordinances in a chronological and/or numerical sequence setting out the location of such code provision or ordinance in the Code or indicating whether they have been repealed, deleted or superseded. The ordinance disposition table will be detailed and will include all ordinances adopted by the Village, whether or not they are codified within the Code.

(10) Final Draft and Adopting Ordinance. Following the editorial conference, Franklin Legal Publishing will provide a proof (draft copy) to the Village for final review before adoption. Following this review, the Village will notify Franklin Legal Publishing of any changes needed in the Code, if any. Franklin Legal Publishing will make any changes needed and send the Village amended pages to effect the

changes. Franklin Legal Publishing will not include ordinances adopted since the date of delivery of the editorial and legal conference. Any such ordinances shall be included in the first supplement to the code, which, at the Village's request, can be completed prior to adoption of the code. Franklin Legal Publishing will prepare an ordinance to adopt the revised Code, which will be submitted to the Village prior to the Village Council meeting at which it is being considered for adoption.

(11) Printing and Final Copies. Franklin Legal Publishing will print the adopted Code on 8-1/2" X 11", 60 lb. offset white paper. The Code will be typed in a single-column, 11 point Times New Roman font. Franklin Legal Publishing will provide the required number of copies of the adopted revised Code to the Village in 3-ring binders. All binders will be specially ordered heavy-duty, turned-edge binders. The Village's name will be embossed in gold-leaf on the binder. Franklin Legal Publishing will also furnish custom-made mylar separator tabs for each chapter and other major divisions of the Code.

PART II: LOOSELEAF SUPPLEMENTAL SERVICE

(1) Service Provided As Requested. Supplemental service will be provided to the Village on an annual, semiannual or quarterly basis, or as otherwise requested by the Village. All supplements will be completed and mailed to the Village within forty-five (45) business days of receipt of the ordinances, assuming there are no missing or conflicting materials. The Village agrees to permit Franklin Legal to prepare the annual Code supplements(s) for at least three (3) years or for the first three (3) Code supplements, whichever is longer.

(2) Incorporation of New Ordinances. All new ordinances adopted by the Village since the adoption of the Code or last supplement will be studied in conjunction with existing Code provisions to determine if any provisions of the Code are repealed, amended, or replaced. New pages will be printed to remove any such repealed or amended provisions and to allow for the insertion of newly adopted provisions. The numbering system and style of the newly adopted provisions will remain consistent with the remainder of the Code.

(3) Index, Table of Contents and Ordinance Reference Table. The Index, Table of Contents, and Ordinance Reference Table will be fully updated with each supplement.

(4) Instructions Provided. A Code Supplement Instruction Sheet will be prepared with each supplement to provide instructions for the removal of obsolete pages and insertion of new pages.

(5) Supplement Fees. Franklin Legal Publishing will prepare and print the required number of copies of each supplement at the rate as provided for in Part III hereof. This price is guaranteed for three (3) years.

PART III. FEES

(A) CODIFICATION SERVICE

- (1) **Base Codification Fee**, includes\$5,950.00*
- a. Typesetting and Printing of Proofs
 - b. Pages containing color images, maps, etc.,
if applicable.....\$10.00 per image
 - c. Indexing
 - d. Printing and Binding
 - i. Number of copies.....3
 - ii. Number of binders3
 - iii. Number of sets of custom tabs.....3
 - e. Shipping and Delivery (NO CHARGE)

NOTE: No additional charges for: (1) additional pages; (2) pages containing tables and/or graphics; (3) travel costs; (4) revisions subsequent to onsite legal conference and prior to adoption (if applicable); or (5) shipping/delivery costs.

(2) Additional Services.

- a. Editorial and Legal review including On-Site Conference with Texas-licensed Franklin Legal Attorney and Memorandum of Understanding.....\$2,000.00
- b. Completed code on CD-ROM integrated with Folio Views search and retrieval software**
 - i. One License.....\$995.00
 - ii. Each Additional License.....\$100.00
 - iii. Training sessions (either onsite or via telephone)..... (NO CHARGE)
- c. Code on Internet, per year\$375.00
- d. Additional complete bound
copies of completed code Quotation on request
- e. Reprints of Chapters Quotation on request
- f. Laserfiche Document Imaging Software Quotation on request
- g. NovusAgenda Electronic Agenda Software Quotation on request

* **Note:** The base cost is all-inclusive and covers the recodification process entirely. The Village will in no way experience an increased cost due to the code being larger than originally estimated. (Franklin Legal Publishing does not base the cost of the project on the number of pages in the complete code.) Further, there are no extra hidden charges relating to graphics, tables, etc. Finally, postage and delivery is included in this cost.

** **Note:** Prices include hyperlinking of all internal and cross references throughout the code text with no additional charge.

(3) Payment Schedule for Codification.

- a. Upon execution of agreement..... 10%
- b. Upon delivery of preliminary draft (but not before
October 1, 2015 unless requested by the Village)..... 40%
- c. Upon delivery of draft for adoption..... 40%
- d. Upon delivery of completed new codes 10%

(Note: This schedule may be revised to better suit budget needs at the request of the Village.)

(B) SUPPLEMENTATION SERVICE

(1) Printed Supplement Service

- a. Annual Fee..... None
- b. Number of Printed Copies..... 3
- c. Supplement Service
 - i. Cost per printed page (Note: No additional charge for
tables and/or graphics)..... \$20.00
 - ii. Pages containing color images, maps,
etc., if applicable..... \$10.00 per image
 - iii. Cost for updated Folio CD-ROM, per supplement \$150.00
 - iv. Additional sets of Folio CD-ROM..... \$75.00

(2) Rapid Web Update ServiceSM Monthly Internet Updates.

(Note: Cost includes printed copy supplementation
on quarterly basis.) \$24.00

(3) Payment For Supplementation Service

- a. Payment for supplementation service will be due upon receipt of
invoice.
- b. Supplements will be invoiced when shipped.

PART IV: AGREEMENT IS BINDING

When executed by both Franklin Legal and the Village, this proposal constitutes an agreement between the parties. There are no other agreements or representations other than those set forth in this agreement. This agreement may not be modified except in writing, signed by both parties. The proposed terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below.

Supplement services as provided for herein shall be in full force and effect for a period of three (3) years from the date of execution of this agreement by the Village. Thereafter, services will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

The foregoing agreement is limited strictly to the terms contained herein, and in no way implies any representation of the Village by Franklin Legal Publishing and/or attorneys associated therewith. This agreement does not constitute agreement by Franklin Legal Publishing to represent the Village, and Franklin Legal Publishing shall provide only those review services as provided for herein. Any and all findings, comments and/or recommendations made by Franklin Legal Publishing should be fully reviewed by an attorney appropriately designated to represent the Village. Liability for services as outlined herein shall extend only to correction of errors in the code and supplements and not to acts or occurrences resulting from any such errors.

Submitted by:



R. Kirk Franklin

R. Kirk Franklin
President/Attorney at Law
Franklin Legal Publishing, Inc.

Date: July 15, 2015

Accepted by:

Date: _____

Title
Village of Volente, Texas

Local Government Services

P.O. Box 5014
Jonestown, Texas 78645
(512) 415-5803 Cell
(512) 986-4569

July 12, 2015

Proposal for the Village of Volente, Texas

PURPOSE OF THIS PROJECT:

The purpose of this project will be to help the City Secretary with her records management program by:

- Sorting records from the file cabinets, boxes and various locations that were viewed on July 10th;
- Preparing for destruction those records that are eligible (usually about 2/3rds of the volume;
- Preparing appropriate boxes for inactive storage;
- Working with the City Secretary to create a filing system for the records that will be put back into file cabinets;
- Providing records training for the City Secretary during the sorting process; and
- Providing an index of records put in file cabinets by file type and those that are placed in an inactive records storage area, if one is established during this project.

WORK PLAN:

The files will be brought to the work area and sorted by me according to their record series. All records that are past their retention will be prepared for destruction. Each box of records that can be disposed of will be numbered and have a list of its contents, so that a record can be pulled before destruction, if desired. The destruction documentation will also be listed by record series numbers, with a tally of the cubic footage of each record series and the dates encompassed by each series.

An inventory list will be provided of the records placed back in the file room, and in inactive storage area if one is established, by record type (not necessarily a file-by-file list), to enable searches for records.

COST:

The cost of this project will be \$2,000.00 and will take a week or more.

CONTRACT:

This proposal, if acceptable, shall become the contract and invoice when executed by both parties.

Linda Hambrick, Local Government Services

Representative of the Village of Volente

Date: _____

Date: _____