



**REGULAR MEETING OF THE VILLAGE COUNCIL  
VILLAGE OF POINT VENTURE  
REGULAR COUNCIL MEETING**

**Wednesday, November 16, 2022, at 6:30 PM  
555 Venture Blvd S**

**Point Venture, TX 78645**

*"Partnership with the community. Foster community pride.  
Preserve and enhance the natural beauty of our environment"*

**Agenda**

**A. Items Opening Meeting**

1. Call to Order
2. Pledge
3. Roll Call

**B. Consent Agenda**

1. Approval of Minutes for October 19, 2022, Regular Council Meeting.
2. Approval of Minutes for November 3, 2022, Special Called Meeting.
3. Approval Mayor ProTem Shelly Molina authorizing engagement letter for Neffendorf & Blocker, P.C. to perform FY 2022 (ending September 30, 2022) financial audit.

**C. Public Comments**

Public comment section to address Council.

Village Council may only make a factual statement or a recitation of existing policy in response to an inquiry regarding subjects not on this agenda.

**D. Mayor Pro Tem Report**

**E. Travis County Sheriff's Report  
Emergency Services Report**

**F. Public Hearings and Items to Consider**

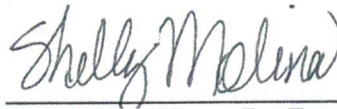
1. Discuss and consider adopting amendments to Chapter 4 Building Regulations of Village Code of Ordinances concerning Point Venture Property Owners Association, Inc.-Point Venture Architectural Control Committee (PVPOA-PVACC) and/or Point Venture Townhouses, Inc. (PVTHI) approval prior to Village permitting determination.
2. Variance request to Sections 1.1.4.3(f)(3) and 1.1.5.2(b)(4) of the Village Zoning Ordinance at 405 Cascade Circle for construction of an accessory building (personal telescope observatory) within the front yard setback and within the side yard setback.
  - a. Public Hearing
  - b. Discuss and Consider Variance (Village Council sitting as Zoning Board of Adjustment)
3. Variance request to Sections 1.1.4.3(f)(2) and 1.1.5.2(b)(4) of the Village Zoning Ordinance at 507 Deckhouse Drive for construction of an accessory building (garage) exceeding maximum lot coverage. (Village Council sitting as Zoning Board of Adjustment)
  - a. Public Hearing
  - b. Discuss and Consider Variance (Village Council sitting as Zoning Board of Adjustment)
4. Discuss and consider terms of proposed lease agreement with the Point Venture Property Owners Association, Inc. (PVPOA) for the use of PVPOA-owned backhoe.

**G. Council Reports**

- 1. Financial Report  
October Preliminary Financial Report
- 2. Building Department  
October Building Report
- 3. Code Enforcement  
Update on initial educational correspondence with properties notified of possible lot maintenance compliance items.
- 4. Animal Control
- 5. Village Services  
STR update
- 6. Public Works  
Update crack seal bid process November 3

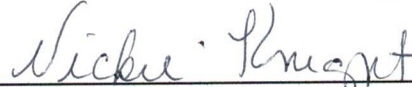
**H. Announcements**

**I. Adjourn**



Shelly Molina, Mayor Pro Tem  
Village of Point Venture

I certify that a copy of the above Notice was posted on the Village Office Bulletin Board, in a place convenient to the public, in compliance with Chapter 551 of the Texas Government Code at 4:15 p.m. on 11/11, 2022.



Vickie Knight, Village Secretary  
Village of Point Venture

*Notes to the Agenda:*

- 1. *Consent Agenda items are considered to be non-controversial and will be voted on in one motion unless a council member asks for separate discussion.*
- 2. *The Council may vote and/or act upon each of the items listed in this Agenda.*
- 3. *Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or Village boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the bodies, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.*
- 4. *The Village Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.*
- 5. *This agenda has been reviewed and approved by the Village's legal counsel, and the presence of any subject in any Executive Session portion of the agenda constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting, considering available opinions of courts of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c), and the meeting is conducted by all participants in reliance on this opinion.*

***\*This facility is wheelchair accessible and accessible parking spaces are available. Reasonable modifications and equal access to communications will be provided upon request.***

**REGULAR MEETING OF THE VILLAGE COUNCIL  
VILLAGE OF POINT VENTURE  
REGULAR COUNCIL MEETING**

**Wednesday, October 19, 2022, at 6:30 PM**

**555 Venture Blvd S**

**Point Venture, TX 78645**

*"Partnership with the community. Foster community pride.  
Preserve and enhance the natural beauty of our environment"*

**Draft Minutes**

**A. Items Opening Meeting**

1. Call to Order - Mayor ProTem Shelly Molina called the meeting to order at 6:30 PM.
2. Pledge - Mayor ProTem Shelly Molina led the Pledge of Allegiance.
3. Roll Call - Village Secretary called roll: Present were: Mayor ProTem Shelly Molina, Councilmember Steve Hafner, Councilmember Justin Hamilton and Councilmember Scott Staeb. Absent: Councilmember Cliff McInnis. A quorum was present.

**B. Consent Agenda**

1. Approval of Minutes for September 21, 2022, Regular Council Meeting.
2. Approval of Minutes for September 22, 2022, Budget and Tax Rate Special Meeting.  
**Councilmember Justin Hamilton made a motion to approve minutes for September 21, 2022, Regular Council Meeting and September 22, 2022, Budget and Tax Rate Special Meeting. Councilmember Scott Staeb seconded the motion. All present approved. Motion carried.**

**C. Public Comments**

- 1) Resident spoke to Council regarding update to Village code requiring PVTHI approval for townhouse property owner to install boat dock. Townhouse property boat docks are anchored on townhouse association common area and leverage to require PVTHI approval prior to permit is beneficial.
- 2) Resident encouraged all present, and all Point Venture residents, to get out and vote. Early voting begins October 24 and general election is Tuesday, November 8, 2022.
- 3) Resident addressed Council regarding continued lack of response from councilmembers and staff about a time sensitive matter brought previously to Council and staff attention. She expressed her opinion and concern once again that the Village council and staff have lack of knowledge of processes, lack of fair and consistent enforcement of Village code and lack of accountability.

**D. Mayor Pro Tem Report**

Mayor Pro Tem Shelly Molina also encouraged Village citizens to participate in their local government by getting out to vote and attending the Village Council meetings. Come to the monthly Council meetings and bring a friend!

**E. Travis County Sheriff's Report**

Travis County Deputy Nick McCaughey attended meeting. Deputy McCaughey had no concerns or issues to report for September. There has been a decrease in activity in the community with fall season.

**Emergency Services Report**

No current report.

## F. Items to Consider

1. Discuss and consider amendment to Chapter 4 Building Regulations of Village Code requiring PVACC and/or PVTHI approval prior to Village permitting determination.  
Council is not prepared to make a motion on this item and need more time to process.  
**Councilmember Steve Hafner made a motion to table this item, to be re-addressed at the next Council meeting. Councilmember Scott Staeb seconded the motion. All present approved. Motion to table item to November Council meeting carried.**
2. Discuss and consider ordinance defining application process for future commercial retail space. Commercial retail development at entrance of Point Venture process to ensure leased retail space business use is compliant with Village's zoning ordinance has provision in place under Section 1.1.1.10 of the Zoning Ordinance. The Certificate of Occupancy provides no building shall be occupied until a certificate of occupancy has been issued that the use complies with Village Zoning Ordinance. **Councilmember Scott Staeb made a motion to accept provision in place under Section 1.1.1.10 of the Zoning Ordinance to ensure compliance with business use for future commercial retail space. Councilmember Justin Hamilton seconded the motion. All present approved. Motion carried.**
3. Discuss and consider variance request for 428 Cascade Circle Sec 4.03.003 (l) deck flooring higher than highest finished floor of the house.  
Project to install roof top terrace instead of pitch roof to pool house at 428 Cascade Circle. Village general provisions applicable to all construction and improvement activity specifies "no deck or patio will be approved with deck flooring higher than the highest finished floor in the house".  
**Councilmember Scott Staeb made a motion to approve variance request for roof top terrace on pool house at 428 Cascade Circle. Councilmember Steve Hafner seconded the motion. All present to cast vote approved. Councilmember Justin Hamilton abstained from vote. Motion to approve variance request carried.**
4. Discuss and consider approval of estimate received for \$7498.63 from Austin Flag and Flagpole for the purchase and installation of US and Texas flags and poles at front of Village Office with FY2022 net income. **Councilmember Justin Hamilton made a motion to approve purchase and installation of US and Texas flags and poles at front of Village Office for \$7,498.63 with FY2022 net income. Councilmember Scott Staeb seconded the motion. All present approved. Motion carried.**
5. Discuss and consider approval of purchase of used backhoe not to exceed \$50,000 from FY2022 net income.  
The Point Venture POA backhoe is made available for use to the Village staff. The PVPOA provides Village staff use of the backhoe for the general benefit of the community. The backhoe has been essential to Community Collection Center clean up efforts after Saturday collection dates. Backhoe rental rates range from \$250 per day to \$5,000 per month if rental of this equipment were necessary. Mayor ProTem asked if Council would like to make a motion to discuss this item. Councilmember Steve Hafner made a motion to discuss. Councilmember Scott Staeb seconded the motion. Council discussion that additional equipment cost when equipment is available for general benefit of the Point Venture community through loan of equipment through the PVPOA is unnecessary. Council discussion to direct staff to present for Council review and discussion a defined agreement for the use and/or rental of PVPOA owned backhoe. Council discussion to include remuneration to assist PVPOA with service and maintenance of backhoe. There was no motion or action to consider approval of purchase for used backhoe from FY2022 net income.
6. Discuss and consider action on providing direction on Code Enforcement to provide educational and enforcement process for Village ordinances.  
Educational process to notify residents of Village Code as relates to lot maintenance and firewise efforts to vacant and/or single family home lots. Discussion of educational process prior to proactive issuance of notice of violation. Mayor ProTem asked if Council would like to make a motion to discuss this item. Councilmember Justin Hamilton made a motion to discuss. Councilmember Scott Staeb seconded the motion. Council discussion to direct staff to begin notification and education of identified lots needing maintenance per Sec 7.05.006 of Village Code.

**G. Council Reports**

1. Financial Report

FY2022 preliminary financials provided online in October 19 Council meeting digital packet. FY2022 budget adjustments required no change to Total Income budgeted of 641,700, nor change to Total Expense budgeted of 637,530. Texas Department of Emergency Management released 2<sup>nd</sup> and final tranche (grant fund release) for CLFRF grant, \$128,234.37 has been transferred to WCID as subrecipient.

2. Building Department

Mayor ProTem Shelly Molina gave September building report: there was one permit for a new single family home, one permit issued for home remodel/additions, one permit issued for pool/spa install and there were no certificates of occupancy issued.

3. Code Enforcement

No further report on complaint driven or proactive enforcement, this was discussed in Item F.6 and determined to follow educational process prior to violation notices.

4. Animal Control

No report received.

5. Village Services

As of 10/14/22 Granicus has identified 124 possible short term rental properties within the Village of Point Venture. Three (3) properties identified within the last 30 days. 112 properties have registered with the Village of Point Venture as a short term rental property. Granicus complaint hotline received 1 call in September.

6. Public Works

Travis County Transportation has completed close out on completed project escrow accounts. Between 2018 and 2021 the Village had road projects completed by Travis County Transportation (2 years crack seal, road repairs on Valley Hill and Venture Dr, road striping, and road stops for a total of \$73,943.20). The final cost for these projects was \$61,018.52. The Village of Point Venture will receive refund payment of \$14,945.88. Bid notice for all street crack seal has been posted and bids will be received and opened on November 3, 2022 at Haynie Consulting in Round Rock.

**H. Announcements**

Educating the Village community will involve information to full time residents, short term rental property owners and part time residents.

**I. Adjourn**

Councilmember Justin Hamilton made a motion to adjourn. Councilmember Scott Staeb seconded the motion. **Mayor ProTem Shelly Molina adjourned the meeting at 7:48 PM.**

---

Shelly Molina, Mayor Pro Tem  
Village of Point Venture

---

Vickie Knight, Village Secretary  
Village of Point Venture

*\*This facility is wheelchair accessible and accessible parking spaces are available. Reasonable modifications and equal access to communications will be provided upon request.*



**REGULAR MEETING OF THE VILLAGE COUNCIL  
VILLAGE OF POINT VENTURE  
SPECIAL CALLED MEETING  
Thursday, November 3, 2022, at 7:30 PM  
411 Lohmans Ford Rd  
Point Venture, TX 78645**

*"Partnership with the community. Foster community pride.  
Preserve and enhance the natural beauty of our environment"*

**Draft Minutes**

**A. Items Opening Meeting**

1. Call to Order - Mayor ProTem Shelly Molina called the meeting to order at 7:30 PM.
  
2. Roll Call - Village Secretary called roll: Present were: Mayor ProTem Shelly Molina, Councilmember Steve Hafner, Councilmember Justin Hamilton, Councilmember Scott Staeb and Councilmember Cliff McInnis. A quorum was present. Village Attorney, Caroline Kelley, was in attendance.

**B. Executive Session**

Council retired to Executive Session at 7:30 PM.

Seek legal advice pursuant to Section 551.071 of the Texas Government Code regarding city code amendments to building regulations; Section 551.071 of the Texas Government Code regarding the scope of authority of Village elected officials and employees; deliberate pursuant to Section 551.074 of the Texas Government Code, the duties of Mayor, Mayor ProTem, Village Secretary and Code Enforcement Officer/Animal Control Officer/Assistant Building Official.

**C. Reconvene**

Council reconvene into open meeting at 9:11 PM.

D. Council had no action items discussed in executive session.

**E. Adjourn**

**Mayor ProTem Shelly Molina adjourned the meeting at 9:11 PM.**

\_\_\_\_\_  
Shelly Molina, Mayor ProTem

\_\_\_\_\_  
Vickie Knight, Village Secretary

*\*This facility is wheelchair accessible and accessible parking spaces are available. Reasonable modifications and equal access to communications will be provided upon request.*

**Village of Point Venture  
Code of Ordinances**

. . . . .

CHAPTER 4 BUILDING REGULATIONS

. . . . .

ARTICLE 4.03 CONSTRUCTION CODES AND STANDARDS

. . . . .

4.03.003 General Provisions Applicable To All Construction And Improvement Activity

. . . . .

~~(h) Applicants proposing to construct or improve a townhouse shall submit plans and specifications for said construction or improvements first to the board of directors of Point Venture Townhouse, Inc. (PVTHI). Upon approval by PVTHI, plans and specifications will be submitted to the PVPOA-ACC for approval. Approval of both the board of directors of the PVTHI and the PVPOA-ACC, will be forwarded to village building services for approval and permitting.~~

~~(h)~~ (h) Underground springs may be present in the type of subsurface formations which underlie the village. State law requires an engineering study of the site prior to construction in order to assure protection of the foundation from the deteriorating effects of this natural erosion element.

~~(j)~~ (j) A permit is required from the village building official/assistant building official for the ~~design and~~ construction of swimming and boat docks. The permit is valid for one year, ~~then request to extend and re-permitting. If construction is not completed within one year from the date of permit issuance, a new permit is~~ required. ~~The owner of a townhouse shall apply first to the board of directors of PVTHI for approval.~~ No boat dock will be approved for installation at/on an unimproved property (i.e., no vacant lots). Storage areas, restrooms, and installed air conditioning are prohibited on boat docks. Use of a boat dock for sleeping or camping is prohibited. Boat docks exceeding 1,499 sq. ft. are required to have additional permits from the LCRA. All applications for boat docks must be accompanied by evidence of consent of each property owner, according to the official public records, on which the boat dock is to be located.

~~(k)~~ (k) Abandonment of a project shall be deemed to occur if either:

- (1) There is no construction activity within a consecutive 90-day period; or
- (2) The project has not been completed within 365 days, and no application for an extension of time has been submitted to the village building official/assistant building official.

(~~h~~) No decks or patios may be constructed without a permit. Applicants shall submit to the village plans as to material to be used, ~~color,~~ location on property, type, and highest elevation in regard to the house being built. No deck or patio will be approved with the deck flooring higher than the highest finished floor in the house. ~~All decks should first be approved by the PVPOA-ACC prior to plan submittal to the village building official/assistant building official.~~ “Proposed” or “future” decks described on original building plans will not be approved; and applications for such must be submitted at the time the owner intends to commence construction on such decks, in the manner provided in this article.

#### 4.03.004 Application Requirements

. . .

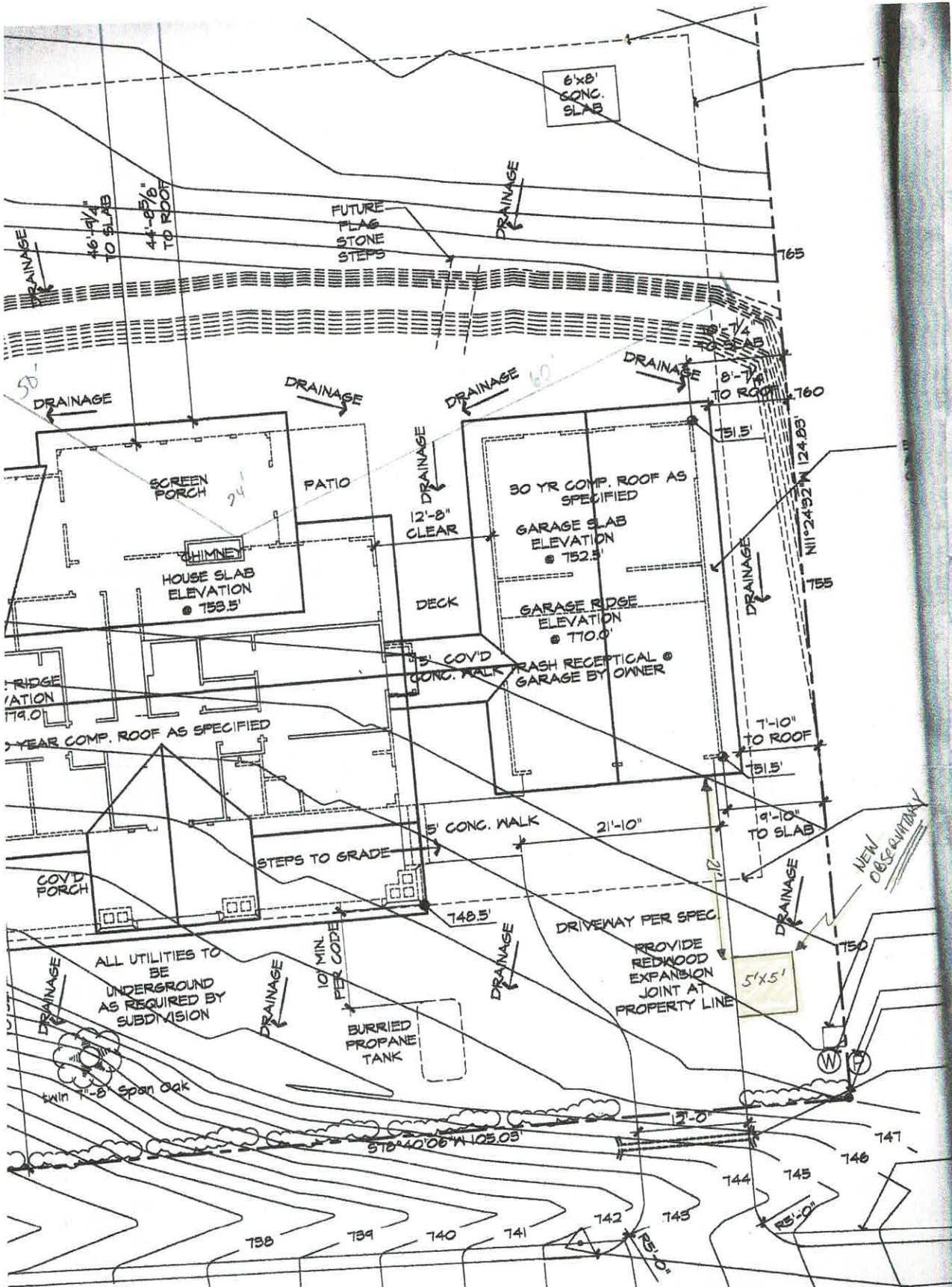
(b) Regular, full permitting. For new construction and major remodeling projects, applicants shall submit one full set and a digital set of certified working drawings and specifications, with each page signed and dated by a licensed architect, designer or engineer, plus:

. . .

~~(16) Written approval from the PVPOA-ACC, indicating the proposed project complies with all applicable PVPOA-ACC rules and requirements;~~

~~(17)~~(16) If any portion of the property is located in the floodplain, a floodplain development permit application must be submitted for approval before work is begun. It is valid for one year. An elevation certificate is required before, during and at the final inspection, when construction is complete.

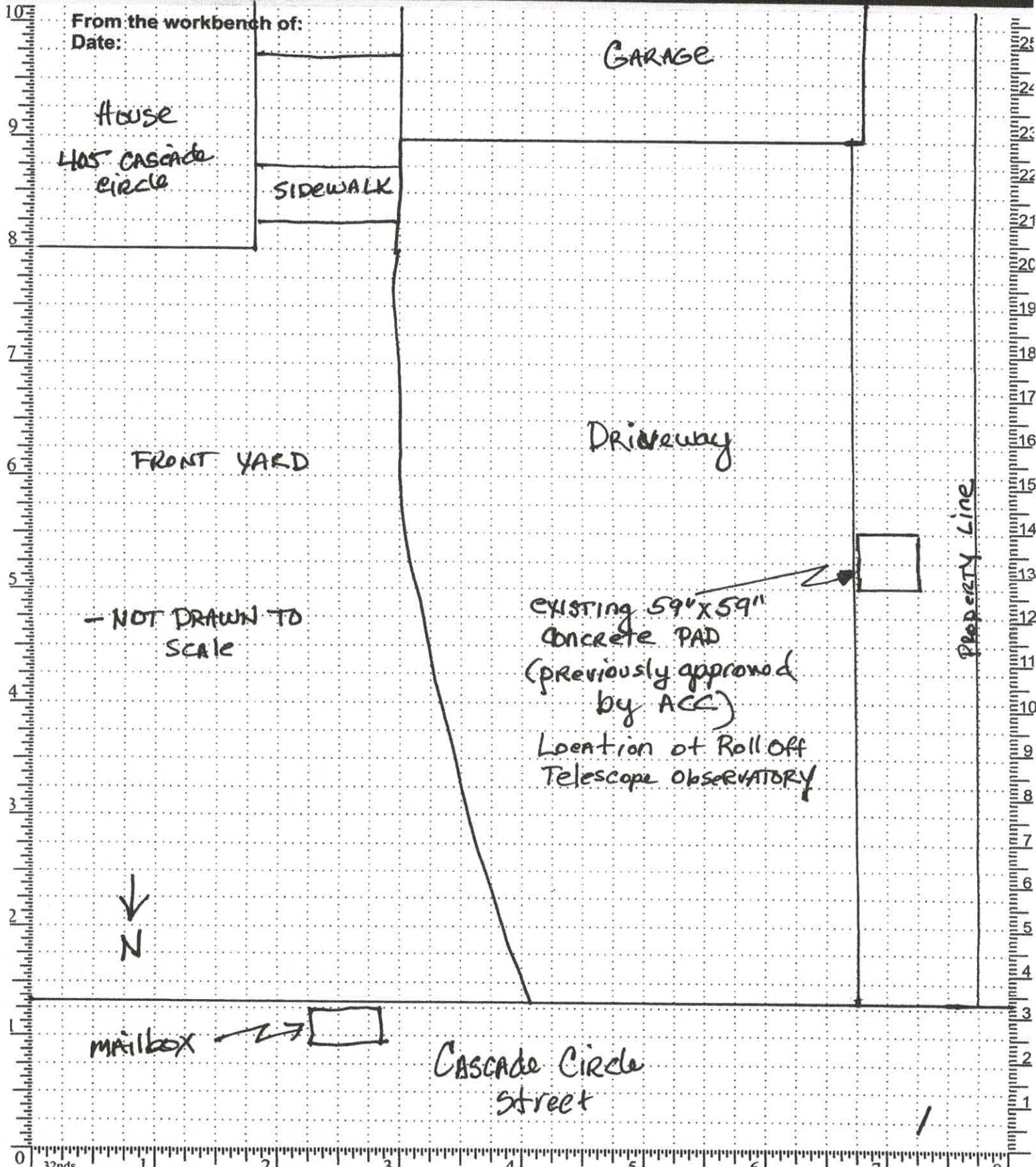




APPROXIMATE LOCATION OF ROADWAY

# 405 CASCADE CIRCLE





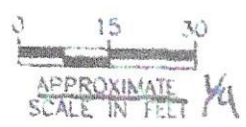


# Daniel Yero 507 Deckhouse Dr.

## SURVEY SKETCH

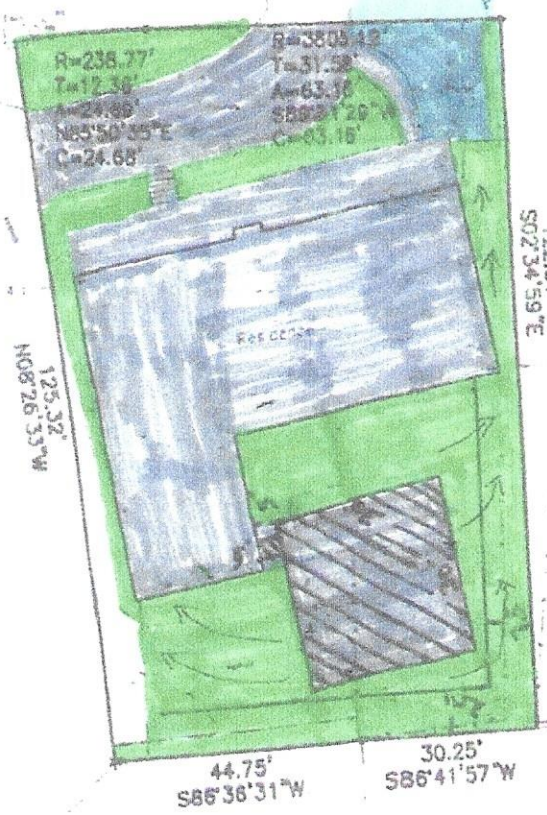
LOT 410, POINT VENTURE, SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO PLAT AS RECORDED IN VOLUME 51, PAGE 36 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

TOPIC/BEARING/COORDINATE BASIS  
 ELP50D WAS 1984/CRS 1980  
 PROJECTION TEXAS CENTRAL NAD83 NAVD89  
 GEOID MODEL GEOID 12B  
 GRID COORDINATES ILLUSTRATED  
 SURFACE FACTOR = 1.00012



- LEGEND
- IRON ROD FOUND
  - IRON PIPE FOUND
  - \* NAIL FOUND
  - IRON ROD SET

### 507 Deckhouse



LOT COVERAGE  
 Impervials - 51 %  
 Pervious - 49 %

5'x5' Covered Walkway Attaching house to garage

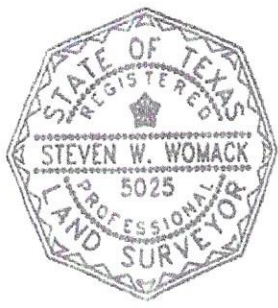
30'x30'x13' garage addition

Set back @ 7.5'

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

*Steven W. Womack*  
 Steven Warner Womack, RPLS, PLS, NCEES Date  
 National Council of Examiners for Engineering and Surveying #1928  
 Texas Registered Professional Land Surveyor #5025  
 North Carolina Professional Land Surveyor #L-5043  
 E-Mail: SWRP50@gmail.com Phone/Fax: (512) 638-0220



DATE: 08-05-2021  
 DRAWN BY: Stoff  
 FILE NAME: 21-076.dwg  
 PROJ. NO.: 21-076

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

§  
§  
§

**EQUIPMENT LEASE AGREEMENT**

This Equipment Lease Agreement ("Agreement") is made by and between the Village of Point Venture, a Texas Type A general law municipality ("Village"), and the Point Venture Property Owners Association, Inc., a Texas non-profit association ("Association") (collectively, "Parties" and each individually, "Party").

WHEREAS, the Association is the owner of certain equipment hereinafter referred to as the "Equipment" and described in further detail on Exhibit A; and

WHEREAS, the Village desires to use the Equipment for the maintenance and repair of Village-owned real property; and

WHEREAS, the Parties desire to enter into this Agreement for the Village's use of the Association's Equipment; and

WHEREAS, the Parties believe the rights and obligations contemplated herein further the objectives of all Parties by sharing resources to efficiently maintain real property within the Village of Point Venture.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the Village and the Association agree as follows:

**RECITALS**

The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. This Agreement reflects the commitment of the Parties to work together and cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes of this Agreement.

**I. TERM**

This Agreement shall be effective on the first day of the month following the date the Agreement is executed by the last party to sign the Agreement and shall be for an initial one (1) year term. At the conclusion of said term, the Agreement shall automatically renew on a month to month basis for up to an additional forty-eight (48) months, unless terminated in accordance with the provisions set forth in Section VII of this Agreement. Such renewals will contain the same consideration, terms and conditions as set forth in this Agreement unless otherwise amended by the Parties.

## **II. EQUIPMENT**

The Association owns the Equipment, and the Village will use the Equipment solely for the maintenance of Village-owned Property. The Parties agree to cooperate with each other to establish mutually convenient times for the Village to use the Equipment. The Association shall keep the Equipment in good and clean condition. The Association shall be solely responsible for the maintenance and repair of the Equipment. The Village shall promptly notify the Association of any known problem with the Equipment that may require the Association's attention.

## **III. COMPENSATION**

The Village shall pay a monthly fee of \$250.00 to the Association for use of the Equipment. Such payment shall be due by the 1<sup>st</sup> of each month, and such payment shall be for the use of the Equipment for such month. The Parties understand such payment shall cover all fuel costs, service costs and maintenance costs for the Equipment. The Parties understand that fuel costs may increase during the term of this Agreement. Upon proof of an increase of cost of fuel to the Mayor, the Mayor is authorized to increase the portion of the fee attributable to fuel costs by up to five (5) percent during any twelve (12) month period.

## **IV. CONTRACTUAL RELATIONSHIP**

- A. The Association and the Village are contracting Parties under this Agreement. This Agreement does not create a partnership or joint venture nor any principal-agent or employer-employee relationship between the Parties or any of their officials, officers, employees, agents, representatives or contractors.
- B. The Parties understand and agree each Party shall be responsible for its respective acts or omissions and shall in no way be responsible to or for the other Party or the other Party's officials, officers, employees, agents, representatives or contractors.
- C. The Village shall use its own employees or qualified contractors to operate the Equipment when the Equipment is being used by the Village. Village employees shall be under the exclusive supervision and control of the Village.
- D. Neither Party shall receive any compensation or benefits from the other except as may be described herein.
- E. The Village and Association understand and expressly agree that, in all things relating to this Agreement, when using the Equipment, the Village is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties hereby agree that the Village enters into this Agreement as a governmental entity for the purpose of performing a governmental function. Nothing in this Agreement modifies or waives any sovereign immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by the Village, its officials, officers, employees, agents, representatives or contractors.

## V. LIABILITY AND INSURANCE

- A. Insurance. For the term(s) of this Agreement, the Association and Village shall be adequately insured. The Village shall add the Equipment to the Village's liability coverage, such that the Equipment shall be covered while being used by or under the control of the Village.
- B. No Indemnification. The Parties expressly agree that neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.
- C. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by either the Village or the Village's officials, officers, employees, representatives or agents.
- D. No Consent to Suit. Nothing herein shall be construed as consent to suit by either Party.

## VI. CLAIMS AND INVESTIGATIONS

- A. Claims. The Parties shall promptly advise each other in writing of any claim or demand against the Village and/or the Association related to or arising from the Village's use of the Equipment. This subsection shall survive termination of this Agreement.
- B. Investigations. Each Party understands and agrees it will cooperate with the other Party in any investigation, as applicable and appropriate, of any accidents, claims, or occurrences involving use of the Equipment by the Village. This subsection shall survive termination of this Agreement.

## VII. TERMINATION

- A. Termination by Mutual Consent. The Parties may terminate this Agreement upon such terms as they may agree in writing.
- B. Termination by Either Party. It is further understood and agreed that either Party may terminate this Agreement by providing the other Party thirty (30) days' written notice.
- C. Force Majeure. Neither Party to this Agreement will be liable for failure to comply with any provision of this Agreement when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence not within a Party's reasonable control and rendering that Party unable to perform its obligations. The Party so affected by such event, as soon as is practicable, shall notify the other Party in writing.

## VIII. GENERAL PROVISIONS



- A. Assignments. No party shall assign or transfer its interest in this Agreement, in whole or in part, without the prior written consent of the other Party.
- B. Compliance with Laws. The Parties shall observe and comply with all applicable federal, state and local law, codes and ordinances.
- C. Survival. Each Party shall remain obligated to the other under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- D. Complete Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. Except as provided herein, this Agreement may not be modified or amended except by written agreement executed by all Parties.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Texas, its conflicts or choice of law provisions notwithstanding.
- F. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision herein be declared invalid by a court of competent jurisdiction, the Parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect, to the extent practicable, as if the invalid portion was not included.
- G. Notices. All notices required between the Parties shall be in writing and sent to all email addresses listed below. Notice by the receiving Party shall be presumed received three days after the submission of such emails. The initial email addresses of the Parties, which either Party may change by giving written notice of its changed email address to the other Party, are as follows:

Village of Point Venture, Texas

Point Venture Property Owners Association, Inc.

<a href="mailto:villagesecretary@vopv.org">villagesecretary@vopv.org</a>	1
and	and
MAYOR	2

### VIII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as the same instrument.

Village of Point Venture, Texas

Point Venture Property Owners Association,  
Inc.

By: \_\_\_\_\_  
Printed Name:  
Mayor

By: \_\_\_\_\_  
Printed Name:  
Title:

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

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

## **Exhibit A**

Holt CAT HWB00690  
Model Number 416F2  
ID: CAT0416FLHWB00690

## **Travis County Sheriff's Report**

### **Item E.**

Travis County Sheriff Report for October

23.5 hours deputy presence

4 stops

4 citations issued

## **Council Reports**

### **Item G. 1 Finance Report**

October preliminary financials prepared and provided online November 16 Council meeting digital packet. Travis County Transportation refund of \$14,945.88 received and deposited to Security State Bank operating account. CapMetro has approved Council request to carryover FY 2022 funds of \$73,464 for FY2023 crack seal project. Travis County Tax Assessor has delivered 2022 tax levy for our jurisdiction. Certified appraisal roll is 411,393,366.

### **Item G. 2 Building Department**

October building report included in packet.

### **Item G. 3 Code Enforcement**

Approximately 140+ letters were mailed to property owners with lots noted to be in non-compliance of Village lot maintenance code Art 7.05.003 in keeping with Firewise principles.

### **Item G. 4 Animal Control**

### **Item G. 5 Village Services**

STR update: as of 11/1/22 Granicus has identified 127 possible short term rental properties within the Village of Point Venture. 115 properties have registered with the Village of Point Venture as a short-term rental property. Granicus complaint hotline did not receive any calls/emails in October. We have begun the renewal registration process. 28 renewal reminders have been sent out with 12/30/22 due date for renewal. In the first full year with Granicus the Village of Point Venture has experienced a 38% increase in number of active short term rental properties, the Village of Point Venture has a 90% letter conversion rate (meaning 90% of letters sent/generated result in registration receipt).

### **Item G. 6 Public Works**

Thursday, November 2 was bid opening for submittals for crack seal project at Haynie Consulting's office in Round Rock. There were NO bids submitted to do our all-street crack seal project. Tim Haynie has contacted the three vendors that had submitted a quote, but not a bid. All three vendors were interested and agreed to submit bid at re-bid. Tim Haynie proposed we re-advertise the project as soon as possible. We have a timeline for bid notice with bid opening on December 15.

**Village of Point Venture**  
**Statement of Financial Activities**

Preliminary October 2022

Accrual Basis

	Oct '22 - Sep 23	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Cap Metro</b>		
4010 · Capital Metro Income	0.00	73,464.00
<b>Total Cap Metro</b>	0.00	73,464.00
<b>Fines</b>		
4025 · Fines	0.00	600.00
4016 · Court Fines	0.00	300.00
<b>Total Fines</b>	0.00	900.00
<b>Franchise Fees</b>		
4140 · Sanitation Franchise	6,421.80	26,000.00
4020 · Electric Franchise	0.00	28,800.00
4015 · Communication Franchise	0.00	800.00
4000 · Cable Franchise	5,205.47	21,000.00
<b>Total Franchise Fees</b>	11,627.27	76,600.00
<b>Inspection Fees</b>		
4159 · BC Inspection Fee	1,110.00	25,000.00
4152 · BC Admin Fee	0.00	0.00
<b>Total Inspection Fees</b>	1,110.00	25,000.00
<b>Permits</b>		
4095 · Building		
4100 · Remodel	840.00	7,200.00
4096 · FEMA	0.00	1,800.00
4095 · Building - Other	0.00	10,400.00
<b>Total 4095 · Building</b>	840.00	19,400.00
4110 · Pet Registration	22.00	1,800.00
4101 · STR Registration	1,200.00	30,000.00
<b>Total Permits</b>	2,062.00	51,200.00
<b>Trash and Recycling Service</b>		
4150 · Trash Service	2,622.72	33,000.00
<b>Total Trash and Recycling Service</b>	2,622.72	33,000.00
<b>Tax Income</b>		
<b>Property Taxes</b>		
4125 · Current Year Taxes	188.79	356,000.00
4130 · Prior Years Taxes	0.01	500.00
<b>Total Property Taxes</b>	188.80	356,500.00
<b>Other Taxes</b>		
4085 · Mixed Beverage Tax	0.00	6,000.00
4135 · Sales & Use Tax Revenue	8,525.19	84,000.00
<b>Total Other Taxes</b>	8,525.19	90,000.00
<b>Total Tax Income</b>	8,713.99	446,500.00
<b>Interest Earned - Bank</b>		
4062 · Interest Income - Banks etc	66.73	2,500.00
<b>Total Interest Earned - Bank</b>	66.73	2,500.00
<b>Miscellaneous</b>		
4076 · Refund Travis Co Transportation	14,945.88	
4077 · Small Equipment Tools	0.00	0.00
4078 · Motor Veh Disb	89.19	
<b>Total Miscellaneous</b>	15,035.07	0.00
<b>Total Income</b>	41,237.78	709,164.00
<b>Gross Profit</b>	41,237.78	709,164.00
<b>Expense</b>		
<b>Capital Outlay</b>		
6405 · Capital/Road Expenditures Fund	0.00	50,000.00
6419 · Street Culvert improve/repair	0.00	75,000.00
6625 · Equipment/Vehicle	0.00	0.00
<b>Total Capital Outlay</b>	0.00	125,000.00
<b>Maintenance and Repair</b>		
6615 · Building	69.26	4,000.00
6416 · Crack Seal	0.00	0.00
6180 · Equipment & Supplies	69.29	6,000.00
6605 · General Repairs/Maintenance	0.00	1,500.00
6450 · Signs & Repairs	0.00	2,000.00
6610 · Vehicle Maintenance	28.75	2,500.00
<b>Total Maintenance and Repair</b>	167.30	16,000.00
<b>Trash and Other Muni Expense</b>		
6170 · Dumpster	533.47	20,000.00
6171 · Recycling	14.52	500.00
6172 · Brush Removal/Grinding	432.00	6,000.00
6470 · Trash Service Expense	2,517.04	28,000.00
<b>Total Trash and Other Muni Expense</b>	3,497.03	54,500.00
<b>Professional Expenses</b>		
<b>Attorney</b>		
6600 · Attorney Fees	3,100.00	40,000.00
<b>Total Attorney</b>	3,100.00	40,000.00
6595 · Engineering	1,475.00	22,000.00
6590 · Audit	0.00	6,000.00
<b>Total Professional Expenses</b>	4,575.00	68,000.00
<b>Education and Training</b>		
6465 · Training/Schools	65.00	2,000.00
<b>Total Education and Training</b>	65.00	2,000.00

**Village of Point Venture**  
**Statement of Financial Activities**

Accrual Basis

Preliminary October 2022

	Oct '22 - Sep 23	Budget
<b>Insurance Expense</b>		
6520 · Property/GL/WC Insurance	8,935.64	10,000.00
6045 · Treasurer Bond	0.00	600.00
<b>Total Insurance Expense</b>	8,935.64	10,600.00
<b>Animal Control Costs</b>		
6396 · Animal Extraction	200.00	3,000.00
6370 · Dog Tags Blanks	0.00	120.00
6397 · Rabies Testing Fees	0.00	1,600.00
6385 · Food Supplies	31.60	500.00
6395 · Veterinarian Fees	0.00	1,500.00
<b>Total Animal Control Costs</b>	231.60	6,720.00
<b>Administration Expenses</b>		
<b>General Office Expense</b>		
6331 · Office Cleaning	90.00	2,400.00
6332 · Furniture & Fixtures	0.00	1,400.00
6330 · Office Supplies & Equip	899.12	6,000.00
6335 · Postage	100.00	1,000.00
6651 · Emergency Coop Fund	0.00	5,000.00
6576 · Discretionary	0.00	1,500.00
<b>Total General Office Expense</b>	1,089.12	17,300.00
<b>Printing and Publication Expens</b>		
6580 · Printing and Reproduction	0.00	1,000.00
6340 · Legal Notices and Filings	866.26	1,500.00
<b>Total Printing and Publication Expens</b>	866.26	2,500.00
<b>Other General Expense</b>		
6050 · Books and Publications	320.61	1,000.00
6500 · Election Expense	547.92	1,500.00
6098 · National Night Out	0.00	1,500.00
6577 · Uniforms	0.00	1,000.00
<b>Total Other General Expense</b>	868.53	5,000.00
<b>Total Administration Expenses</b>	2,823.91	24,800.00
<b>Dues Fees and Subscriptions</b>		
6160 · Court Fees	0.00	300.00
6485 · TravisCounty Tax Collection Fee	0.00	2,600.00
6165 · Dues/Memberships/Publications	352.79	2,500.00
6015 · Appraisal District Service Fees	0.00	2,000.00
6065 · Certification/Subscription	94.33	38,000.00
<b>Total Dues Fees and Subscriptions</b>	447.12	45,400.00
<b>Contracted Services</b>		
<b>Security Expenses</b>		
6105 · Deputy	1,175.00	30,000.00
6090 · Contract Deputy Auto	470.00	12,000.00
<b>Total Security Expenses</b>	1,645.00	42,000.00
<b>Other Contracted Services</b>		
6345 · Admin Services	0.00	2,000.00
6103 · Grounds	0.00	0.00
6056 · Inspection Fee	80.00	22,000.00
<b>Total Other Contracted Services</b>	80.00	24,000.00
<b>Total Contracted Services</b>	1,725.00	66,000.00
<b>Wages, Benefits and Payroll Exp</b>		
6700 · Salaries	21,754.83	211,000.00
6720 · Benefits	4,397.68	39,700.00
6730 · P/R Tax Expense	1,596.77	16,100.00
6675 · Payroll Expenses	508.76	4,000.00
<b>Total Wages, Benefits and Payroll Exp</b>	28,258.04	270,800.00
<b>Bank related charges and fees</b>		
6030 · Check Order	0.00	500.00
6040 · Service Charges	0.00	400.00
<b>Total Bank related charges and fees</b>	0.00	900.00
<b>Travel</b>		
6290 · Fuel	154.06	3,000.00
6635 · Lodging	0.00	3,000.00
6640 · Mileage and Travel	2.05	1,000.00
6650 · Meals	0.00	1,000.00
<b>Total Travel</b>	156.11	8,000.00
<b>Utilities</b>		
6082 · Electric Expense	162.18	2,700.00
6070 · Communications		
6078 · Mobile/Cell Apps & Service	0.00	600.00
6080 · Telephone Service	142.95	1,500.00
6081 · TV/Internet Service	88.02	1,000.00
<b>Total 6070 · Communications</b>	230.97	3,100.00
<b>Total Utilities</b>	393.15	5,800.00
<b>Total Expense</b>	51,274.90	704,520.00
<b>Net Ordinary Income</b>	-10,037.12	4,644.00
<b>Net Income</b>	-10,037.12	4,644.00



**Village of Point Venture**  
**Balance Sheet**  
 As of November 11, 2022

	Nov 11, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>Banks</b>	
1010 · Security State - Money Market	94,760.10
1015 · Security State - Operating Fund	624,747.17
1030 · TexPool - Money Market	292,168.56
1046 · TexPool - Road Fund	621,076.64
1047 · TexPool TimeWarner	34,439.45
<b>Total Banks</b>	1,667,191.92
<b>Total Checking/Savings</b>	1,667,191.92
<b>Accounts Receivable</b>	
1100 · Accounts Receivable	4,673.72
<b>Total Accounts Receivable</b>	4,673.72
<b>Other Current Assets</b>	
<b>Accounts Receivable - Misc</b>	
1105 · A/R - Taxes	7,388.01
<b>Total Accounts Receivable - Misc</b>	7,388.01
<b>Total Other Current Assets</b>	7,388.01
<b>Total Current Assets</b>	1,679,253.65
<b>TOTAL ASSETS</b>	<b>1,679,253.65</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
1500 · Accounts Payable	3,100.00
<b>Total Accounts Payable</b>	3,100.00
<b>Other Current Liabilities</b>	
2010 · Building Contractors Bond	82,153.00
2100 · Payroll Liabilities	5,378.14
2230 · Deferred Revenue - Taxes	7,388.01
<b>Council Reserved Funds</b>	
2243 · SCGF monthly allocation	1,001.14
2241 · Deferred Revenue - PEG Revenue	33,956.83
2242 · Deferred Revenue - CLFRF	252.93
2011 · Dedicated Road Fund	616,956.95
<b>Total Council Reserved Funds</b>	652,167.85
<b>Total Other Current Liabilities</b>	747,087.00
<b>Total Current Liabilities</b>	750,187.00
<b>Total Liabilities</b>	750,187.00
<b>Equity</b>	
3000 · Opening Bal Equity	26,368.59
3200 · Retained Earnings	912,735.18
Net Income	-10,037.12
<b>Total Equity</b>	929,066.65
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,679,253.65</b>

**Village of Point Venture  
Building Department –October 2022**

In the month of October, there were no permits issued for single family dwelling. Permits issued for solar panel install, carport addition and driveway extension. There was one (1) certificate of occupancy issued.

**NEW HOMES ISSUED PERMITS**

2010	8
2011	8
2012	6
2013	12
2014	23
2015	18
2016	36
2017	53
2018	30
2019	31
2020	28
2021	27
2022	33

**CERTIFICATE OF OCCUPANCIES ISSUED**

2010	11
2011	6
2012	4
2013	5
2014	15
2015	18
2016	38
2017	33
2018	58
2019	24
2020	34
2021	17
2022	20