



**REGULAR MEETING OF THE VILLAGE COUNCIL
VILLAGE OF POINT VENTURE
PUBLIC HEARING AND MEETING
Monday, December 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"*

Agenda

Items Opening Meeting

1. Call to Order
2. Pledge
3. Invocation – Pastor Denny from Northlake Church
4. Roll Call

B. Public Hearing/Item for Consideration – Village Council sitting as Zoning Board of Adjustment

1. 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, within the side yard setback and within an easement.
 - a. Staff Report
 - b. Public Hearing
 - c. Discussion
 - d. Action
2. 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.
 - a. Staff Report
 - b. Public Hearing
 - c. Discussion
 - d. Action

C. Convene into Regular Village Council Meeting

D. Consent Agenda

1. Approval of Minutes for November 16, 2022, Regular Council Meeting.
2. Approval of Minutes for November 22, 2022, Special Meeting and Canvass of Election

E. 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.

F. Mayor Report

MwM (Mondays with the Mayor) 3rd Monday of month
Recognition and appreciation of service – Steve Hafner and Scott Staeb
Council attending Newly Elected Workshop on January 20

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

H. Items to Consider

1. Nominations and appointment of council member to serve as mayor pro tem through November 2023.
2. Review and approve update to Security State Bank operating and money market account bank signatories.
3. Review and approve amending TexPool Money Market, Road Fund and Time Warner investment account authorized representatives.
4. Review and approve Village Council 2023 regular called meeting dates calendar, for the third

Wednesday each month.

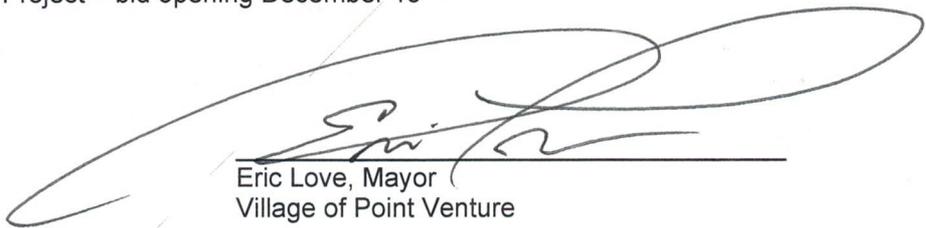
5. Review and approve 2023 Village observed holiday schedule.
6. Accept resignation of Village employee Tommy Low and discuss options moving forward.
7. Review and discuss terms of proposed agreement for loaned use of POA owned backhoe.

I. Council Reports

1. Financial Report
Mayor appointment Finance liaison
November YTD financial report
2. Building Department
Mayor appointment Building liaison
November Building Report
3. Code Enforcement
Mayor appointment Code Enforcement liaison
Recent activities concerning code enforcement
4. Animal Control
Mayor appointment Animal Control liaison
Recent activities concerning animal control
5. Village Services
Mayor appointment Village Services liaison
Short term rental properties update
6. Public Works
Mayor appointment Public Works liaison
Crack Seal Road Improvement Project – bid opening December 15

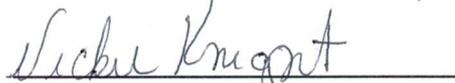
J. Announcements

K. Adjourn



Eric Love, Mayor
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 11:40 p.m. on 12/14, 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
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"*

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, Councilmember Scott Staeb and Councilmember Cliff McInnis. A quorum was present.

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.
2. Approval Mayor ProTem Shelly Molina authorizing engagement letter for Neffendorf & Blocker, P.C. to perform FY 2022 (ending September 30, 2022) financial audit.
Councilmember Justin Hamilton made a motion to approve consent agenda as presented. Councilmember Scott Staeb seconded the motion. All present approved. Motion carried.

C. Public Comments

Chris Lippe, President Travis County WCID Point Venture, presented the Village Council with a plaque of appreciation for securing \$256,215.82 CLFRF grant funding through the America Rescue Plan. The grant funding was transferred to the WCID which allowed the WCID to purchase emergency generator for the water treatment plant.

Resident thanked the voters of Point Venture for showing up to vote in the November 8 election. She addressed Council, as she has for three meetings, that no response from councilmembers has been received to her request to meet with members regarding a time sensitive matter. She requested that the Village Council place a three-month moratorium on building projects within the Village until a full audit can be accomplished to review and assure proper procedures of Village building code is being followed. She is concerned variance request heard and approved by Council are setting precedence that impacts our whole community.

D. Mayor Pro Tern Report

Mayor ProTem Shelly Molina thanked Steve Hafner for his two years of service on the Council. She also thanked Scott Staeb for stepping up and stepping in to serve when asked to fill a vacancy on the Council.

E. Travis County Sheriff's Report

Travis County Deputy Nick McCaughey attended meeting. Deputy McCaughey had no concerns or issues to report for October. In October the Village had 23.5 hours of contracted deputy hours, four stops and four citations issued.

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.

The application of this law could subject the Village to a challenge that the Village has impermissibly delegated its regulatory authority to a third party.

Councilmember Scott Staeb made a motion to adopt amendment to Chapter 4 Building Regulations of Village Code requiring PVACC and/or PVTHI approval prior to Village permitting determination. Councilmember Justin Hamilton seconded the motion. All present approved. Motion carried.

Mayor ProTem addressed Council regarding Public Hearing for Items F.2 and F.3 require a notification process to property owners within 200' radius of property requesting a variance.

Councilmember Cliff McInnis made a motion to table Item F. 2 and F. 3 pending required notification being provided to property owners. Councilmember Scott Staeb seconded the motion. All present approved. Motion carried.

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 agreement for loaned use of POA owned backhoe. Final lease agreement document will be presented at the December regular Council meeting.
Councilmember Justin Hamilton made a motion to table this item until the December regular Council meeting. Councilmember Scott Staeb seconded the motion. All present approved. Motion carried.

G. Council Reports

1. Financial Report

October preliminary financials prepared and provided online. 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.

2. Building Department

Mayor ProTem gave the October building report: there were no new permits issued for single family dwellings, permit issued for solar panel install, carport and driveway extension. There was one certificate of occupancy issued.

3. Code Enforcement

Approximately 130 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.

4. Animal Control

No report received.

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 12/31/22 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.

6. Public Works

Thursday, November 2 was bid opening for submittals for crack seal project and there were no bids submitted for the all-street crack seal project. Village engineer proposed we re-advertise the project as soon as possible. We have a timeline for bid notice with bid opening on December 15.

G. Announcements

Councilmember Steve Hafner invited anyone interested to join the Lions Club in community Christmas decorating Thursday, November 17.

H. Adjourn

Councilmember Justin Hamilton made a motion to adjourn. Councilmember Steve Hafner seconded the motion. **Mayor ProTem Shelly Molina adjourned the meeting at 6:52 PM.**

Shelly Molina, Mayor Pro Tern
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.*

Village of Point Venture
SPECIAL MEETING
Canvass of Municipal Election held November 8, 2022
Tuesday, November 22, 2022@ 6: 30PM
555 VENTURE BLVD S
POINT VENTURE, TEXAS 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 Justin Hamilton, Councilmember Scott Staeb and Councilmember Cliff McInnis. Absent: Councilmember Steve Hafner. A quorum was present.

B. General Business

1. Canvass of the Village of Point Venture municipal election conducted on November 8, 2022. Mayor ProTem asked Village Secretary to report final election results for General and Special Election November 8, 2022.

Final Canvass results:

Special Election Mayor, unexpired term

Eric Michael Love 482 votes received

Cristin Nicole Cecala 132 votes received

General Election, Village Council Member (3 seats)

Justin Gene Hamilton 235 votes received

Steven Charles Hafner 184 votes received

Scott James Staeb 189 votes received

Mark Lindsey Maund 197 votes received

Tex Regine Tubbs 216 votes received

Certificate of Election were presented to Eric Love, Mayor unexpired term. Justin Hamilton, Mark Maund and Tex Tubbs, councilmember 2 year term.

2. Oaths of Office for Mayor and Council Seats
Village Secretary administered the Statement of Elected Official and Oath of Office to Eric Love.

Mayor Love administered the Statement of Elected Official and Oath of Office to Justin Hamilton, Mark Maund and Tex Tubbs.

C. Adjourn

Councilmember Mark Maund made a motion to adjourn the meeting. Councilmember Tex Tubbs seconded the motion. **Mayor Love adjourned the meeting at 6:41 PM.**

Eric Love, Mayor

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

Village Council regularly scheduled Council meetings for 2023.

- January 18, 2023
- February 15, 2023
- March 15, 2023
- April 19, 2023
- May 17, 2023
- June 21, 2023
- July 19, 2023
- August 16, 2023
- September 20, 2023
- October 18, 2023
- November 15, 2023
- December 20, 2023

| DAY | DATE | HOLIDAY |
|----------|--------------|---|
| Monday | Jan 02, 2023 | <u>New Year's Day</u> |
| Monday | Jan 16, 2023 | <u>Martin Luther King Jr. Birthday</u> |
| Monday | Feb 20, 2023 | <u>Washington's Birthday</u> |
| Monday | May 29, 2023 | <u>Memorial Day</u> |
| Tuesday | Jul 04, 2023 | <u>Independence Day</u> |
| Monday | Sep 04, 2023 | <u>Labor Day</u> |
| Monday | Oct 09, 2023 | <u>Columbus Day</u> |
| Friday | Nov 10, 2023 | <u>Veterans Day</u> |
| Thursday | Nov 23, 2023 | <u>Thanksgiving</u> |
| Monday | Dec 25, 2023 | <u>Christmas Day</u> |

TEXAS, UNITED STATES - PUBLIC HOLIDAYS IN 2023

2023 public holidays for Texas, United States.

New Year's Day Sunday January 01, 2023

Martin Luther King Jr. Day Monday January 16, 2023

Presidents' Day Monday February 20, 2023

Memorial Day Monday May 29, 2023

Juneteenth National Independence Day Monday June 19, 2023

Independence Day Tuesday July 04, 2023

Labor Day Monday September 04, 2023

Veteran's Day Saturday November 11, 2023

Thanksgiving Day Thursday November 23, 2023

Friday after Thanksgiving Friday November 24, 2023

Christmas Day Monday December 25, 2023

The Day after Christmas Tuesday December 26, 2023

Holidays noted in Employee Handbook, holiday schedule based on Federal holidays (also USPS and bank closing holidays).

Holidays

All employees receive the following city holidays (holiday pay based on regularly scheduled hours work per day).

New Year's Eve & Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day & Friday following
Christmas Eve and Christmas Day

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 renew on a month to month ~~basis until a new Agreement is fully executed or~~ **basis for up to three (3) 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. While the Equipment is in the possession of the Village, the Village shall keep the Equipment in good and clean condition. The Association shall be solely responsible for the maintenance and repair of the Equipment ~~unless it is determined, except that the Village has caused~~ is responsible for the repair of any damage or overuse of incurred while the Equipment ~~while~~ is in ~~their~~ the Village's care, ~~which then the Village would be responsible for the repair thereof.~~ 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 \$500.00 to the Association for use of the Equipment. Such payment shall be due by the 1st 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 by the Village Council to increase the portion of the fee attributable to fuel costs by up to five (5) percent during any ~~three (3) month period~~ quarter. The starting price per gallon for this Agreement is \$5.25.

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. In the event of any lawsuit or claim, including mediation and arbitration, that is filed against the Association due to the acts, or non-acts, of the Village, the Village's insurance shall be primary and the Association's secondary. This includes any defense costs for the Association and any award amount due to third party or more. The Village and its insurance shall remain primary and the Association secondary for any and all claims while the Village possesses the Association's equipment..
- 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.

Village of Point Venture
Budget to Actual
 October 2022 through November 2022

| | <u>Oct '22 - Nov '22</u> | <u>FY23 Budget</u> |
|---------------------------------|--------------------------|------------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Cap Metro | 0.00 | 73,464.00 |
| Fines | 0.00 | 900.00 |
| Franchise Fees | 11,627.27 | 76,600.00 |
| Inspection Fees | 1,550.00 | 25,000.00 |
| Permits | 3,471.00 | 51,200.00 |
| Trash and Recycling Service | 5,318.44 | 33,000.00 |
| Tax Income | 21,908.74 | 446,500.00 |
| Interest Earned - Bank | 5,300.95 | 2,500.00 |
| Miscellaneous | 14,945.88 | 0.00 |
| Total Income | <u>64,122.28</u> | <u>709,164.00</u> |
| Gross Profit | 64,122.28 | 709,164.00 |
| Expense | | |
| Capital Outlay | 0.00 | 125,000.00 |
| Maintenance and Repair | 335.30 | 16,000.00 |
| Trash and Other Muni Expense | 7,021.81 | 54,500.00 |
| Professional Expenses | 8,102.50 | 68,000.00 |
| Education and Training | 1,290.00 | 2,000.00 |
| Insurance Expense | 8,935.64 | 10,600.00 |
| Animal Control Costs | 311.60 | 6,720.00 |
| Administration Expenses | 3,812.21 | 24,800.00 |
| Dues Fees and Subscriptions | 5,580.80 | 45,400.00 |
| Contracted Services | 8,905.00 | 66,000.00 |
| Wages, Benefits and Payroll Exp | 36,503.51 | 270,800.00 |
| Bank related charges and fees | 0.00 | 900.00 |
| Travel | 302.29 | 8,000.00 |
| Utilities | 748.48 | 5,800.00 |
| Total Expense | <u>81,849.14</u> | <u>704,520.00</u> |
| Net Ordinary Income | <u>-17,726.86</u> | <u>4,644.00</u> |
| Net Income | <u><u>-17,726.86</u></u> | <u><u>4,644.00</u></u> |

**Village of Point Venture
Financial Activity by Dept
October through November 2022**

| | Animal Control | Building Admin | General Admin | General Fund | Public Works | Sheriff's | Short Term Rental Reg | TOTAL |
|--|-----------------------|-----------------------|----------------------|---------------------|---------------------|------------------|------------------------------|-------------------|
| Ordinary Income/Expense | | | | | | | | |
| Income | | | | | | | | |
| Franchise Fees | 0.00 | 0.00 | 0.00 | 11,627.27 | 0.00 | 0.00 | 0.00 | 11,627.27 |
| Inspection Fees | 0.00 | 1,550.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,550.00 |
| Permits | 75.00 | 960.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,436.00 | 3,471.00 |
| Trash and Recycling Service | 0.00 | 0.00 | 0.00 | 0.00 | 5,318.44 | 0.00 | 0.00 | 5,318.44 |
| Tax Income | 0.00 | 0.00 | 0.00 | 21,908.74 | 0.00 | 0.00 | 0.00 | 21,908.74 |
| Interest Earned - Bank | 0.00 | 0.00 | 0.00 | 5,300.95 | 0.00 | 0.00 | 0.00 | 5,300.95 |
| Miscellaneous | 0.00 | 0.00 | 0.00 | 0.00 | 14,945.88 | 0.00 | 0.00 | 14,945.88 |
| Total Income | 75.00 | 2,510.00 | 0.00 | 38,836.96 | 20,264.32 | 0.00 | 2,436.00 | 64,122.28 |
| Gross Profit | 75.00 | 2,510.00 | 0.00 | 38,836.96 | 20,264.32 | 0.00 | 2,436.00 | 64,122.28 |
| Expense | | | | | | | | |
| Maintenance and Repair | 18.50 | 0.00 | 242.21 | 0.00 | 74.59 | 0.00 | 0.00 | 335.30 |
| Trash and Other Muni Expense | 0.00 | 0.00 | 0.00 | 0.00 | 7,021.81 | 0.00 | 0.00 | 7,021.81 |
| Professional Expenses | 0.00 | 0.00 | 6,200.00 | 0.00 | 1,902.50 | 0.00 | 0.00 | 8,102.50 |
| Education and Training | 0.00 | 0.00 | 1,290.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,290.00 |
| Insurance Expense | 0.00 | 0.00 | 8,935.64 | 0.00 | 0.00 | 0.00 | 0.00 | 8,935.64 |
| Animal Control Costs | 311.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 311.60 |
| Administration Expenses | 0.00 | 0.00 | 2,851.45 | 0.00 | 960.76 | 0.00 | 0.00 | 3,812.21 |
| Dues Fees and Subscriptions | 50.00 | 0.00 | 5,530.80 | 0.00 | 0.00 | 0.00 | 0.00 | 5,580.80 |
| Contracted Services | 0.00 | 5,370.00 | 0.00 | 0.00 | 0.00 | 3,535.00 | 0.00 | 8,905.00 |
| Wages, Benefits and Payroll Exp | 0.00 | 0.00 | 36,503.51 | 0.00 | 0.00 | 0.00 | 0.00 | 36,503.51 |
| Travel | 62.73 | 0.00 | 0.00 | 0.00 | 239.56 | 0.00 | 0.00 | 302.29 |
| Utilities | 0.00 | 0.00 | 748.48 | 0.00 | 0.00 | 0.00 | 0.00 | 748.48 |
| Total Expense | 442.83 | 5,370.00 | 62,302.09 | 0.00 | 10,199.22 | 3,535.00 | 0.00 | 81,849.14 |
| Net Income | -367.83 | -2,860.00 | -62,302.09 | 38,836.96 | 10,065.10 | -3,535.00 | 2,436.00 | -17,726.86 |

Village of Point Venture
Statement of Financial Position
As of November 30, 2022

| | Nov 30, 22 | Nov 30, 21 |
|---|---------------------|---------------------|
| ASSETS | | |
| Current Assets | | |
| Checking/Savings | | |
| Banks | | |
| 1010 · Security State - Money Market | 94,767.89 | 94,673.17 |
| 1015 · Security State - Operating Fund | 630,132.99 | 605,254.93 |
| 1030 · TexPool - Money Market | 293,765.77 | 290,144.68 |
| 1046 · TexPool - Road Fund | 624,471.97 | 581,992.68 |
| 1047 · TexPool TimeWarner | 34,621.21 | 25,703.20 |
| Total Banks | 1,677,759.83 | 1,597,768.66 |
| Total Checking/Savings | 1,677,759.83 | 1,597,768.66 |
| Accounts Receivable | | |
| 1100 · Accounts Receivable | 3,815.72 | 3,505.59 |
| Total Accounts Receivable | 3,815.72 | 3,505.59 |
| Other Current Assets | | |
| Accounts Receivable - Misc | | |
| 1105 · A/R - Taxes | 7,388.01 | 7,388.01 |
| Total Accounts Receivable - Misc | 7,388.01 | 7,388.01 |
| 1499 · Undeposited Funds | 0.00 | 1,860.00 |
| Total Other Current Assets | 7,388.01 | 9,248.01 |
| Total Current Assets | 1,688,963.56 | 1,610,522.26 |
| TOTAL ASSETS | 1,688,963.56 | 1,610,522.26 |
| LIABILITIES & EQUITY | | |
| Liabilities | | |
| Current Liabilities | | |
| Accounts Payable | | |
| 1500 · Accounts Payable | 21,543.09 | 65,957.34 |
| Total Accounts Payable | 21,543.09 | 65,957.34 |
| Credit Cards | | |
| 1605 · SSBT MasterCard VKnight | 226.58 | 157.57 |
| 1606 · SSBT-MasterCard T Low | 196.18 | 696.50 |
| 1615 · SSBT MasterCard Eric Love | 0.00 | 792.37 |
| Total Credit Cards | 422.76 | 1,646.44 |
| Other Current Liabilities | | |
| 2010 · Building Contractors Bond | 79,803.00 | 62,103.00 |
| 2100 · Payroll Liabilities | 5,040.14 | 4,230.06 |
| 2230 · Deferred Revenue - Taxes | 7,388.01 | 7,388.01 |
| Council Reserved Funds | | |
| 2243 · SCGF monthly allocation | 1,181.85 | 0.00 |
| 2241 · Deferred Revenue - PEG Revenue | 34,997.92 | 30,714.03 |
| 2242 · Deferred Revenue - CLFRF | 252.93 | 127,981.45 |
| 2011 · Dedicated Road Fund | 616,956.95 | 581,956.95 |
| Total Council Reserved Funds | 653,389.65 | 740,652.43 |
| Total Other Current Liabilities | 745,620.80 | 814,373.50 |
| Total Current Liabilities | 767,586.65 | 881,977.28 |
| Total Liabilities | 767,586.65 | 881,977.28 |
| Equity | | |
| 3000 · Opening Bal Equity | 26,368.59 | 26,368.59 |
| 3200 · Retained Earnings | 912,735.18 | 722,228.31 |
| Net Income | -17,726.86 | -20,051.92 |
| Total Equity | 921,376.91 | 728,544.98 |
| TOTAL LIABILITIES & EQUITY | 1,688,963.56 | 1,610,522.26 |

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

In the month of November, there were no permits issued for single family dwelling. Six (6) permits issued for addon/remodel, covered deck, storage shed, above ground hot tub. There were no certificates 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 |

Subject **RE: Village at Point Venture - Commercial Site Visit Notes Of 06-DEC-2022 (REVISED)**
From Tim Haynie Jr. <thaynie@haynieconsulting.com>
To villagesecretary@vopv.org <villagesecretary@vopv.org>, t
2022-12-13 08:30



Date

Site Visit Notes:

RE: Site Visit Notes from Walk-Thru of Commercial Property Located at 300 Venture Blvd

Date of Site Visit: Tuesday, 06-DEC-2022

Attendees: Tommy Low - Village of Point Venture, Jimmy Taylor - Developer/Owner, Tim Haynie – Village Engineer, Bonnye Brewington, EIT with Village Engineer.

Weather: Overcast, light breeze, approximately 72 degrees

Tim and Bonnye arrived at the Village's office at approximately 10:00 am and reviewed (with Tommy) the site plans for the commercial project. We (Tommy L., Bonnye B., and Tim H.) then walked the construction site to meet with Jimmy T. and he accompanied us as we walked through the site.

Observations & Notes:

General Site Conditions:

1. Site was mostly clear of loose trash and debris.
2. Construction materials storage was laid out and stockpiled in an orderly manner.
3. Silt fencing appeared to be in good condition.
4. Site soils were moist; thus, no dust was being generated.

Completed Construction Work:

1. Roof (metal, standing seam) expected to be complete later in the day.

Construction Work Being Performed:

1. Detention and Water Quality ponds forming of walls, approximately 30% complete.
1. Roof work, approximately 95% complete.
2. Drainage system between building and retainage wall 50% complete.
3. Shell of building complete, or nearing completion.

Upcoming Site Work:

- Continued Detention and Water Quality ponds forming and pouring of walls.
- Preparation of parking lot:
 - drainage structures.
 - base preparation.
- Sidewalk along roadway.
- Earthen swale above and behind retaining wall; will require hand grading around electrical power pad/transformer.

Miscellaneous Items Discussed & Questions:

1. Will there be a fence on all sides of the dumpster? Yes.
2. Will there be additional fencing installed along the back of the site? No additional fencing proposed at this time.
3. The grading behind and to the south of the proposed dumpster should meet the grading as shown in the plan set. Yes.
4. South driveway will require either a culvert (18" minimum, squash pipe okay) or dip in the driveway to convey stormwater to the south.
5. Mud tracking onto the road to be cleaned daily.
6. Full length of sidewalk along roadway (and through the driveways) will need to meet all accessibility requirements (Americans with Disabilities Act (ADA) or Texas Accessibility Standards (TAS) Requirements).

7. Entire site is required to meet TAS, where/as required.
8. The flows from the road will need to have a small ditch (conveyance structure) to convey the water south or north as needed.
9. The existing roadway ribbon curb will need to be replaced where the road is red stamped concrete, as the water currently ponds at that point.
10. A portion of the road (stamped red concrete section) might need to be replaced by the Village to prevent future ponding.
11. The LCRA is requiring a pump to remove the stormwater water from the ponds to the outflow point in the ditch along the street as there may not be enough elevation to empty them by gravity; Tim Haynie agreed.
12. All disturbed areas will be vegetated with a dense grass seed/sod.

Next Site Visits: (Please alert all parties a week or so before the below items are expected to be ready for viewing).

1. Near or at end of forming and reinforcement placement of detention and water quality ponds (prior to pouring concrete).
2. After grading of parking lot, but before paving.
3. Final walk through for Punch List generation of site work.

End...

Please notify me of any modifications or additions deemed needed.

Once reviewed and all Village Staff are satisfied with these Site Visit Notes, please provide a copy to the Contractor.

VR,

Tim Haynie (Jr.), P.E.

HAYNIE CONSULTING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

