



**REGULAR MEETING OF THE VILLAGE COUNCIL
VILLAGE OF POINT VENTURE
Wednesday, January 25, 2023 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. Invocation
4. Roll Call

B. 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.

C. Mayor Report

Recap of Newly Elected Officials Meeting
Overview of meeting with POA regarding CCC
MwM officially kicking off Monday via Zoom

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

E. Items to Consider

1. Approval of Minutes for December 19, 2022 Public Hearing and Regular Council Meeting.
2. Designation of Haynie Consulting as floodplain administration per Village Code Chapter 4, Sec 4.05.041.
3. Discuss challenges to fill open Village staff positions and possible solutions for Village code enforcement.
4. Discussion and possible approval method for CCC maintenance, upkeep and removal of large item solid waste
5. Discuss response received regarding variance request for 507 Deckhouse Drive.
6. Discuss and possible approval for Village issued Security State Bank MasterCard in the name of Eric Love with an established maximum limit.
7. Discuss and consider 2023 Village survey utilizing Survey Monkey.

F. Council Reports

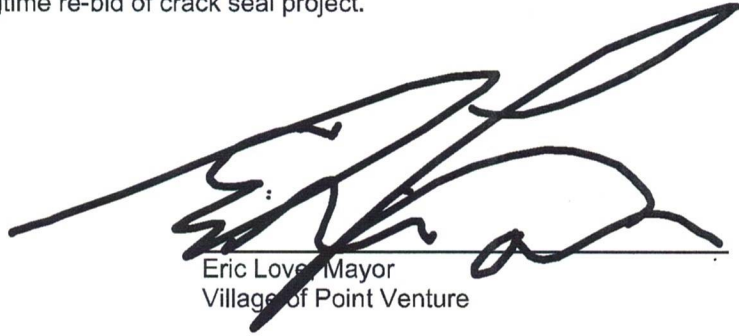
1. Financial Report
December YTD Financials
2. Building Department
December and upcoming building activities
3. Code Enforcement
December and upcoming code enforcement activities
4. Animal Control
December and upcoming animal control activities
2023 annual pet registration process to begin.
5. Village Services
December and upcoming Village services activities

6. Public Works

December and upcoming Village public works activities
Haynie Consulting suggest springtime re-bid of crack seal project.

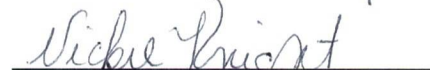
G. Announcements

H. 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 3:30 p.m. on 1/20, 2023.



Vickie Knight, Village Secretary
Village of Point Venture

Notes to the Agenda:

1. The Council may vote and/or act upon each of the items listed in this Agenda.
2. 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.
3. 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.

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

NOTICE OF PUBLIC HEARING
VILLAGE OF POINT VENTURE ZONING BOARD OF ADJUSTMENT

The Zoning Board of Adjustment of the Village of Point Venture, Texas, will conduct a public hearing on **February 15, at 6:30 P.M.** to consider testimony and act upon the following:

A request by Ameritex Builders, owner of the property located at 300 Venture Blvd N, (Section 3-2, Lot 795C-A) for a variance to the Village of Point Venture Zoning Ordinance Chapter 6 Section 1.1.6.1(c)(3) pertaining to sidewalk minimum width.

All persons are invited to attend and participate in this public hearing at **555 Venture Boulevard S, Point Venture, Texas 78645**. Any person wishing to present written materials or statements regarding the requested variance may submit such prior to the date of the public hearing to the Village Secretary at 411 Lohman Ford Rd., Point Venture, TX or via email at villagesecretary@vopv.org.

A copy of the variance request is available for review upon request. For additional information please contact Vickie Knight, Village Secretary, at 512-267-5511 or via email at villagesecretary@vopv.org.

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Draft Minutes

A. Items Opening Meeting

1. Call to Order - Mayor Eric Love called the meeting to order at 6:31 PM.
2. Pledge - Mayor Eric Love led the Pledge of Allegiance.
3. Invocation – Mayor Eric Love
4. Roll Call - Village Secretary called roll: Present were: Mayor Eric Love, Mayor ProTem Justin Hamilton, Councilmember Mark Maund, Councilmember Shelly Molina, Councilmember Tex Tubbs and Councilmember Cliff McInnis. A quorum was present.

B. Public Comments

Resident requested Village Council consider addressing damage reported to adjacent property due to construction efforts prior to consideration of variance request for building project at 507 Deckhouse Dr. Resident requested the Village Council place a three-month moratorium on all building projects within the Village until a full audit can be accomplished to review and assure proper procedures of Village building and zoning code is being followed. Resident requested history of all minutes be restored to the Village website.

C. Mayor Report

All members of the Village Council attended Newly Elected Workshop in San Antonio on Friday, January 20.
Mayor Eric Love and Mayor ProTem Justin Hamilton met with POA general manager to communicate the importance of the Point Venture CCC (dump yard) and hope to be able to establish process for POA staff or equipment to assist Village staff to maintain clean up after twice monthly large item solid waste drop dates.
MwM (Monday with Mayor) will officially kick-off Monday, January 30 via Zoom.

D. Travis County Sheriff's Report

Deputy Nick McCaughey had no current concerns to report.

Emergency Services Report

No current report.

E. Items to Consider

1. Approval of Minutes for December 19, 2022 Public Hearing and Regular Council Meeting.
Councilmember Shelly Molina made a motion to approve minutes for the December 19, 2022 minutes. Councilmember Cliff McInnis seconded the motion. All present approved. Motion carried.
2. Designation of Haynie Consulting as floodplain administration per Village Code Chapter 4, Sec 4.05.041.
Mayor Eric Love designated Haynie Consulting to serve as appointed floodplain administrator for the Village of Point Venture.

3. Discuss challenges to fill open Village staff positions and possible solutions for Village code enforcement.
Village staff directed to post employment positions of assistant building official, animal control officer and public works interface.
4. Discussion and possible approval method for CCC maintenance, upkeep and removal of large item solid waste.
An agreement is hoped to be reached with the POA for use of backhoe twice a month to maintain CCC area after each scheduled large item solid waste drop off date. Discussion with POA regarding brush and limb planned drop with control burn and/or chipping at POA park with limited drop off period.
Mayor ProTem Justin Hamilton made a motion to table this discussion until the next scheduled Village Council meeting. Councilmember Shelly Molina seconded the motion. All present approved. Motion carried.
5. Discuss response received regarding variance request for 507 Deckhouse Drive.
There is no action for Council to consider at this time as sealed engineered drainage study noting maximum lot coverage has not yet been received. Received response to hardship consideration only.
6. Discuss and possible approval for Village issued Security State Bank MasterCard in the name of Eric Love with an established maximum limit.
No action taken on this item.
7. Discuss and consider 2023 Village survey utilizing Survey Monkey.
Mayor Eric Love requested Council members questions and/or items of community interest be forwarded to him to prepare and distribute community wide survey.

F. Council Reports

1. Financial Report

Councilmember Tex Tubbs reported December YTD monies in bank:

Security State Bank & Trust – Money Market	\$ 94,775.94
Security State Bank & Trust – Operating Account	\$800,825.44
TexPool- Money Market	\$294,758.73
TexPool – Road Fund	\$626,582.77
TexPool – Time Warner	\$ 34,738.24
Total cash in banks	\$1,851,681.12

2. Building Department

Councilmember Shelly Molina gave December building report: there were no new single family home permits issued, there were three certificates of occupancy issued.

3. Code Enforcement

Initial meeting with Travis County ESD fire chief Donnie Norman and Mayor Eric Love to begin process of development of ILA with Travis County ESD to perform Village code enforcement inspections and citations will continue to determine term of ILA, duties, responsibilities and annual expense.

4. Animal Control

2023 annual pet registration process needs to be initiated and completed.

5. Village Services

Mayor ProTem Justin Hamilton will work with POA to plan Point Venture community activities.

6. Public Works

Haynie Consulting suggest springtime re-bid of crack seal project. Councilmember Tex Tubbs to schedule meeting with Haynie Consulting to review Village of Point Venture 2015 Street Evaluation and Recommendations 3 and 5 year road maintenance and improvement plan and discuss the condition that allows ponding at entrance in front to commercial building project.

G. Announcements

Councilmember Shelly Molina requested a combined workshop with the Planning and Zoning Committee and Village Council to review Village zoning code.

Mayor ProTem Justin Hamilton request additional placement and purchase of speed humps be considered in the 2023/24 budget discussions.

H. Adjourn

Mayor ProTem Justin Hamilton made to motion to adjourn. Councilmember Tex Tubbs seconded the motion. **Mayor Eric Love adjourned the meeting at 7:48 PM.**

Eric Love, Mayor
Village of Point Venture

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.*

THE STATE OF TEXAS
COUNTY OF TRAVIS

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CLEARING SERVICES AGREEMENT

This Clearing Services 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 a backhoe and other ancillary equipment ("Equipment") utilized for clearing services; and

WHEREAS, the Association employs or contracts with personnel ("Personnel") trained in the operation of Equipment, who regularly operate the Equipment for the benefit of the Association; and

WHEREAS, the Association is willing to provide and the Village desires to receive services for the clearing of the Village's Community Collection Center ("Clearing Services") utilizing the Association's Personnel and Equipment; and

WHEREAS, the Parties desire to enter into this Agreement for Clearing Services; 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 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 AND SERVICES

The Association owns the Equipment. Personnel of the Association will be solely responsible for the operation of the Equipment. No Village personnel or contractors will operate the Equipment. Using the Association's Personnel and Equipment, the Association will provide Clearing Services to the Village two times per month on the second and fourth Monday of each month for service periods of two hours each day for a total of four hours per month. In the event an emergency is experienced by the Association, the Association may change the day services are provided from Monday to a day later in the same week. The Village may request services in addition to the four hours per week; such hours must be pre-approved by the Association. The Village shall provide 48 hours' notice to the Association of the need for additional services. However, in the event of an emergency experienced by the Village, the Association will waive the required notice and supply the emergency Clearing Services to the Village, provided the Association has Personnel and Equipment available. 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 Equipment and Personnel of the Association used in the provisions of services hereunder shall be and remain under the sole management and budgetary authority of the Association.

III. COMPENSATION

The Village shall pay a monthly fee of \$300.00 to the Association for four hours of Clearing Services per month. 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 Village shall pay \$80.00 per hour for any Clearing Services provided in excess of four hours per month. The Parties understand such payment shall cover all costs associated with the Personnel and Equipment.

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. Neither Party shall receive any compensation or benefits from the other except as may be described herein.
- D. 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. Each Party shall add the other Party to its policy as an additional ensured through endorsement.
- 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 this Agreement. 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 this Agreement. This subsection shall survive termination of this Agreement.

VII. TERMINATION

- A. Termination by Either Party. Either Party may terminate this Agreement by providing the other Party thirty (30) days' written notice.
- B. 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.

villagesecretary@vopv.org
mayorlove@vopv.org

lori@pointventure.com

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: _____
Eric Love
Mayor

By: _____
Printed Name:
Title:

Date: _____

Date: _____

**PROCLAMATION OF
DECLARATION OF LOCAL STATE OF DISASTER
THE VILLAGE OF POINT VENTURE**

WHEREAS, beginning on January 30, 2023, a severe winter weather event impacted the Village of Point Venture and neighboring communities; and

WHEREAS, on February 4, 2023, Travis County issued a disaster declaration related to the weather event and related conditions; and

WHEREAS, the weather event caused widespread and severe damage to property due to freezing temperatures, freezing rain, sleet and significant ice accumulation; and

WHEREAS, such weather event has caused significant destruction to vegetation, by downing trees and large limbs and causing significant damage to landscaping, brush and other plants; and

WHEREAS, the downed trees and limbs have caused damage to real property and personal property throughout the Village of Point Venture; and

WHEREAS, the aftermath of the destroyed trees and other vegetation is of a magnitude that has not been experienced in decades; and

WHEREAS, if left unattended, the resulting debris will attract and provide harbor to snakes, rodents, vermin, insects, and other disease-carrying pests; and

WHEREAS, further, if left unattended, the resulting debris will ultimately cause fire hazards within the Village; and

WHEREAS, the Village of Point Venture does not have adequate existing resources to address and remove the tremendous amount of destroyed trees and other vegetation; and

WHEREAS, the Mayor of the Village of Point Venture has determined that extraordinary measures must be taken to alleviate the amount of downed brush and other vegetation to rehabilitate property and prevent further destruction and disease.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE VILLAGE OF POINT VENTURE:

That a local state of disaster is hereby declared for the Village of Point Venture pursuant to §418.108(a) of the Texas Government Code.

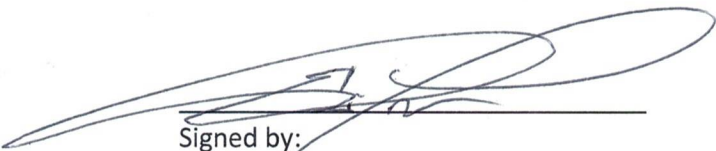
Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Village Council of the Village of Point Venture.

Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the Village Secretary.

Pursuant to §418.108(d) of the Texas Government Code, Travis County's declaration of local disaster activates Travis County's emergency management plan, and this declaration of disaster activates the Village's participation in same.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 9th of February, 2023.



Signed by:
Mayor Efic Love
The Village of Point Venture

2/9/2023
Date



4.03.003 General Provisions Applicable To All Construction And Improvement Activity

1. Each proposed building, dwelling or other structure within the village must have a building permit issued by the village before any construction work is done on site. In order to obtain a building permit, the property owner must submit the items required under section 4.03.004 below to the building official/assistant building official.
2. Maximum height for any new building or other structure, or the modification of any building or other structure that increases the existing height of such building or other structure, may not exceed the maximum height allowed under the zoning ordinance, as amended.
3. A building permit and a builder's bond are required, reference section 4.03.011 below. It is valid for one year, then must be extended or reapplied for.
4. All construction sites must be adequately surrounded by silt fencing to control runoff from the construction site. Silt fencing installations shall strictly adhere to the standards provided by the Lower Colorado River Authority (LCRA) publication "Erosion and Sediment Control: A Guide for Individual Building Sites", as may be amended from time to time.
5. The installation and/or use of water wells and/or septic systems is prohibited. Applicants shall comply with the water and sewer connection regulations provided by Travis County Water Control Improvements District (WCID).
6. No structure, nor appurtenance thereof, may be built, or relocated below 723' MSL without the permittee having first received a floodplain development permit, as required under Ordinance 2009-11-01 [codified as article 4.05], or a variance as provided therein.
7. Construction, construction materials, and all related activity, materials, and items of any nature, are strictly prohibited from being placed or stored in roadway or ribbon curb. Construction, construction materials, and all related activity, materials, and items of any nature, must not impede the natural drainage flow of the ditch or drainage easement. The building official or assistant building official reserves the right to have material moved from utility easement whenever it is deemed necessary at the owner's sole expense.
8. 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.
9. A permit is required from the village building official/assistant building official for the construction of swimming and boat docks. The permit is valid for one year. If construction is not completed within one year from the date of permit issuance, a new permit is required. 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.
10. 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.

11. No decks or patios may be constructed without a permit. Applicants shall submit to the village plans as to material to be used, 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. “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.**

(Ordinance 2017-12-02, sec. 1.03, adopted 12/13/17; Ordinance 2020-11-18, sec. 2.2, adopted 11/18/20; Ordinance 2022-11-26, sec. 4.03, adopted 11/16/22)

**Village of Point Venture
Building Department – January 2023**

In the month of January, there were no permits issued for single family dwelling. There was one permit issued for retaining wall. There were eight 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	31