

# REGULAR MEETING OF THE VILLAGE COUNCIL VILLAGE OF POINT VENTURE REGULAR COUNCIL MEETING Wednesday, June 15, 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 May 18, 2022, Regular Council Meeting.
- 2. Approve Amendment One to Interlocal Agreement by and between Capital Metropolitan Transportation Authority and the Village of Point Venture, authorizing Mayor Stephen Perschler to accept as authorized representative Village of Point Venture.
- 3. Approve Interlocal Agreement between Village of Point Venture and County of Travis for update to Hazard Mitigation Action Plan, authorizing Mayor Stephen Perschler to accept as authorized representative Village of Point Venture.

#### C. Oaths of Office and Seating of Council

Oath and seating Councilmember, Scott Staeb.

#### D. 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.

#### E. Mayor Report

#### F. Travis County Sheriff's Report Emergency Services Report

#### G. Items to Consider

- Discuss and consider adoption of ordinance amendments to Chapter 7 Health and Sanitation, Article 7.02 Food Establishments of the Code of Ordinances to remove permitting language and add a registration process.
- 2. Discuss zoning ordinance amendments related to district uses for food establishments for Planning and Zoning Commission consideration.
- 3. Discuss ordinance amendments to Chapter 4 Building Regulations, Article 4.03 Construction Codes and Standards of the Code of Ordinances to address drainage obligations.

#### H. Council Reports

Treasurer's Report
 YTD May Financials
 June Budget Workshop Date

- Building Department
   May Building Report
   Update on current projects
- 3. Code Enforcement Recent activities concerning code enforcement
- 4. Animal Control Recent activities concerning animal control items
- 5. Village Services Recent activities concerning Village services
- Public Works Recent activities concerning Public Works
- I. Announcements
- J. Adjourn

Stephen Perschler, Mayor Village of Point Venture

> 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. 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 Section 551.144(c), and the meeting is conducted by all participants in reliance on this opinion.
- 4. 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.

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

June 15, 2022

# REGULAR MEETING OF THE VILLAGE COUNCIL VILLAGE OF POINT VENTURE REGULAR COUNCIL MEETING Wednesday, May 18, 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 Pro Tem Stephen Perschler called the meeting to order at 6:30 PM.
- 2. Pledge Mayor Pro Tem Stephen Perschler led the Pledge of Allegiance.
- 3. Roll Call Village Secretary called roll: Present were: Mayor ProTem Stephen Perschler, Councilmember Dan Olson, Councilmember Shelly Molina and Councilmember Steve Hafner. A quorum was present.

#### B. Consent Agenda

- 1. Approval of Minutes for April 20, 2022, Regular Council Meeting.
- 2. Approve Resolution 2022-05-18 for securing the future by improving water management policies and promoting water conservation in Central Texas and the Lower Colorado River Basin. Stephen Perschler, Dan Olson and Steve Hafner attended a speaker luncheon in Lakeway sponsored by Central Texas Water Coalition requesting each community support with this statement intended for LCRA. A request that LCRA update Water Management Plan to reflect shift in increasing water needs and drier weather patterns.

Councilmember Dan Olson made a motion to approve Consent Agenda as presented. Councilmember Shelly Molina seconded the motion. All present approved. Motion carried.

#### C. Oaths of Office and Seating of Council

Stephen Perschler took oath and was seated Mayor Village of Point Venture. Cliff McInnis took oath and was seated Councilmember Village of Point Venture.

#### D. Public Comments

Resident addressed Council about frustration with pool construction project that has been underway for three years. There is large hole for a propane tank that collects water and is not covered to prevent accident; the pool is incomplete and has standing stagnant water; a portapotty has been onsite and the project does not have active permit to do any work. Resident request Council to encourage and support Village staff attention to this site, health and safety, and expedite completion of this project.

Resident inquired if any information had been received by Village regarding development planned at Sylvester Ford and Lohmans Ford.

#### E. Mayor Report

Mayor Perschler thanked Village staff for their good work in covering all the bases.

May 18, 2022

#### F. Travis County Sheriff's Report

Deputy Nick McCaughey reported a normal type activity level for the month of April. If there is a particular street/intersection with repeated reported issues, this may be reported to Deputy McCaughey for increased patrol attention.

#### **Emergency Services Report**

Will Boettner, Travis County Fire Education Outreach Coordinator, will do a community wide firewise assessment on Wednesday, May 24.

#### G. Items to Consider

- Accept nominations to elect Mayor Pro Tempore.
   Councilmember Dan Olson nominated Councilmember Shelly Molina for mayor pro tempore. Councilmember Steve Hafner seconded the nomination. All present approved nomination. Shelly Molina will serve as Mayor ProTem through November 2023.
- 2. Appointment to vacant Council seat for unexpired term through November 2022. Appointment to take oath and be seated is expected to occur at the June 15, 2022, Council Meeting. Scott Staeb 407 Summit Ridge Dr N withdrew his application late on deadline date to file in order to avoid a special election for the council seat only. Scott has spoken with several councilmembers and has interest to serve.
  Councilmember Steve Hafner made a motion to accept appointment of Scott Staeb to vacant council seat. Mayor ProTem Shelly Molina seconded the motion. All present approved. Scott Staeb will take oath and be seated at the June 15, 2022 Council meeting.
- 3. Review and act upon Planning and Zoning Commission recommendation for MF-1 site plan application Lot 4 18801 Nicklaus Drive, 6 unit townhouse project.
  Councilmember Dan Olson made a motion to accept recommendation to approve MF-1 site plan application for Lot 4 18801 Nicklaus Drive, 6 unit townhouse project. Mayor ProTem Shelly Molina seconded the motion. All present approved. Motion carried.
- 4. Review and discussion of Village code Chapter 7 Health and Sanitation Article 7.02 Food Establishments.

Council discussion to continue with Section 7.02 Food Establishment ordinance and enforce requirement for Village issued permit and inspections, continue with Section 7.02 Food Establishment ordinance and pursue interlocal cooperation agreement with Austin Public Health Services for permitting and required inspections, remove permitting language of Section 7.02 Food Establishment and establish a no fee permit registration process. Also discussed options for Planning & Zoning Commission consideration to update zoning ordinance relating to food establishments within OS/P/R districts. Council instruct staff to work with Village attorney to amend Chapter 7 Section 7.02 Food Establishments to add registration process.

#### H. Council Reports

1. Treasurer's Report

Councilmember Dan Olson reported on YTD April financials.

Budget workshop dates will be chosen for June, July and August at June 15 meeting. June 8 through June 14 are not available dates.

#### 2. Building Department

Mayor ProTem Shelly Molina gave April Building Report, There were two permits issued for new single family homes; two permits issued for foundation repair; one permit for cargo lift, bathroom addition, pool and WCID wastewater plant project.

#### 3. Code Enforcement

Mayor ProTem Shelly Molina reported that two citations with accompanying fines had been issued. Citation issued for dog at large and no registration and building site working after established building site work hours.

May 18, 2022 2

- 4. Animal Control
  No report submitted.
- 5. Village Services
  No report submitted.
- 6. Public Works

Travis County Transportation has been requested to schedule crack seal where needed on all Village streets.

#### 7. Planning & Zoning Commission

P&Z commission needs two additional members. Interested residents encouraged to serve.

#### I. Announcements

No additional announcements.

#### J. Executive Session

Council retired to Executive Session at 7:29 PM, per Chapter 551 of the Texas Government Code to seek legal advice pursuant to Section 551.071 of the Texas Government Code, regarding drainage matters.

#### K. Reconvene

Council reconvene into open meeting at 8:44 PM. No action items.

#### L. Adjourn

Mayor ProTem Shelly Molina made a motion to adjourn. Councilmember Steve Hafner seconded the motion. **Mayor Stephen Perschler adjourned the meeting at 8:44 PM.** 

	7	Stephen Perschler, Mayor Village of Point Venture	
Vickie Knight, Village Secretary	/		
Village of Point Venture			

May 18, 2022 3

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

# AMENDMENT ONE TO THE INTERLOCAL AGREEMENT BY AND BETWEEN

#### CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

#### VILLAGE OF POINT VENTURE FOR BUILD CENTRAL TEXAS

This Amendment One to the Interlocal Agreement for Build Central Texas ("Amendment One") is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code ("Capital Metro") and the Village of Point Venture, (hereinafter the "Suburban Community"). Capital Metro and the Village of Point Venture are referred to in this Amendment One individually as a "Party" and collectively as the "Parties".

#### RECITALS

- 1. Capital Metro and Suburban Community are parties to that certain Interlocal Agreement for Build Central Texas, dated effective June 15, 2022 (the "Agreement"), under which the parties set forth the terms and conditions for Suburban Community's participation in the Build Central Texas Program Suburban Communities Program ("BCT Program").
- 2. The Parties wish to revise and expand on the process for administering and participating in the BCT Program each fiscal year (September 30 through October 1) (a "Fiscal Year").
- 3. In addition, the Parties wish to set forth the process, guidelines and responsibilities for each Party related to a transit supportive infrastructure fund created by Capital Metro to fund certain transit supportive infrastructure projects proposed by the Suburban Community.

#### **AGREEMENT**

1. **BCT Program Funding, Guidelines and Procedures**. Article II of the Agreement is deleted and replaced in its entirety with the following:

#### "II. BCT Program Funding, Guidelines and Procedures

- A. Funding for Suburban Community in the BCT Program will be allocated annually in an amount equal to the difference between the sales tax contributions attributed to Suburban Community and the Total Cost of Service attributed to Suburban Community for the prior fiscal year (the "BCT Allocation"). For the purposes of this Agreement, Total Cost of Service shall be defined as operations and maintenance costs for transit service provided to Suburban Community plus capital depreciation (the "Total Cost of Service").
- B. For Fiscal Year 2022, the BCT Allocation is shown on the attached Appendix A.
- C. For future fiscal years, Capital Metro staff will notify Suburban Community of the BCT

- Allocation for Suburban Community by March 31 of the applicable fiscal year, and the terms and conditions of this Agreement will apply (the "BCT Allocation Notification").
- D. Capital Metro shall provide audited annual financial statements to Suburban Community upon request. All cost information and service metrics are available monthly on the Capital Metro website dashboard. Any additional data valuable to Suburban Community will be reasonably provided upon request. Suburban Community may audit documentation related to the Total Cost of Service and the BCT Allocation to ensure compliance with the terms of this Agreement. Capital Metro shall make available to Suburban Community's designated auditor during regular business hours and upon reasonable notice, applicable records related to the calculation of the Total Cost of Service and the BCT Allocation. If the event that such audit demonstrates that the Total Cost of Service or BCT Allocation was calculated incorrectly and resulted in an underpayment of the BCT Allocation, the correct amount shall be paid by Capital Metro within thirty (30) days of notification by Suburban Community. In the event that such audit demonstrates that the Total Cost of Service or BCT Allocation was calculated incorrectly and resulted in an overpayment of the BCT Allocation, the overpayment amount will be refunded to Capital Metro within thirty (30) days of the determination. Suburban Community must exercise its right to audit a particular Total Cost of Service and/or BCT Allocation within twelve (12) months of their corresponding BCT Allocation Notification.
- E. Once Capital Metro staff notifies Suburban Community of a BCT Allocation under this Agreement, Suburban Community shall submit to Capital Metro a proposed project list for the applicable fiscal year in accordance with the Suburban Communities Program Procedures and Guidelines attached to this Agreement as **Appendix B** (the "BCT Guidelines and Procedures"). The project list may include a proposal to rollover a BCT Allocation for use in a later fiscal year. If a project list for any fiscal year is not submitted to Capital Metro by the end of the fiscal year in which funds are allocated, then such fiscal year funds are forfeited. Suburban Community may, during the applicable fiscal year, submit for Capital Metro's approval, a revised project list to allocate unattached funds to prior-approved projects.
- F. For projects approved for Fiscal Year 2022, Capital Metro shall make payments to Suburban Community as follows:
  - a. a check for fifty percent (50%) of the BCT Allocation will be available by June 1, 2022.
  - b. For projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the applicable BCT Allocation, payment for outstanding project costs will be made out of the remaining fifty percent (50%) of the BCT Allocation by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
  - c. For projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the applicable BCT Allocation, payment for outstanding project costs will be made out of the remaining fifty percent (50%) of the BCT Allocation by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory

documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the project and otherwise in accordance with the BCT Guidelines and Procedures.

- G. For projects approved for Fiscal Year 2023 and subsequent fiscal years, Capital Metro shall make payments to Suburban Community as follows:
  - a. For projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the applicable BCT Allocation, fifty percent (50%) of the budgeted costs for each such project shall be mailed to Suburban Community upon submittal of an invoice on Suburban Community letterhead. Payment for the remaining project costs will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
  - b. For projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the applicable BCT Allocation, twenty percent (20%) of the budgeted costs for each such project shall be mailed to Suburban Community upon submittal of an invoice on Suburban Community letterhead, provided that such payment will not exceed One Million Dollars (\$1,000,000). Payment for the remaining project costs will be paid by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the project and otherwise in accordance with the BCT Guidelines and Procedures.
- H. Capital Metro shall provide Suburban Community requested technical or project assistance in pursuing federal grant funds to complement the funding available under the Program that supports transit supportive infrastructure and joint Suburban Community and Capital Metro goals.
- 2. **BCT Guidelines and Procedures**. The BCT Guidelines and Procedures attached to the Agreement as Exhibit A are deleted and replaced in their entirety by the revised BCT Guidelines and Procedures attached to this Amendment One as **Appendix A**. Suburban Community will comply with the BCT Guidelines and Procedures, which set out the rules and regulations governing participation in the BCT Program and payments to be made to Suburban Community under this Agreement. Capital Metro reserves the right, in its sole discretion to make amendments to the BCT Program Guidelines and Procedures from time to time, provided that such amendments shall not reduce the funding for prior-approved projects, shorten the deadlines for Suburban Community to submit proposed projects to Capital Metro (unless Capital Metro provides the City with sixty days' written notice of the amendments), change the Total Service Cost, cause the BCT Allocation to become unavailable, or change a material term of this Agreement.

#### 3. Transit Supported Infrastructure Fund

A. By action of the Capital Metro Board of Directors on March 28, 2022, Capital Metro approved a Transit Supportive Infrastructure Fund to fund transit supportive infrastructure projects for Suburban Communities with the amount shown on the attached Appendix A being apportioned for

use by Suburban Community ("Transit Infrastructure Fund Allocation"). Unless otherwise provided in this Section 3, the projects funded with Transit Infrastructure Fund Allocation (the "Suburban Community Infrastructure Projects") will be subject to the BCT Guidelines and Procedures, with references to the BCT Program and BCT projects deemed to mean the Transit Supportive Infrastructure Fund and the Transit Infrastructure Fund Allocation.

- B. Suburban Community will submit to Capital Metro for approval a list of proposed Suburban Community Infrastructure Projects by May 31, 2022. The project list may include a proposal to use Transit Infrastructure Funds beyond Fiscal Year 2022. If the project list is not submitted to Capital Metro by September 30, 2022 then the Transit Infrastructure Funds are forfeited. Suburban Community may submit for Capital Metro's approval, a revised project list to allocate unattached funds to prior-approved projects. Capital Metro will review and approve Suburban Community Infrastructure Projects in accordance with the BCT Guidelines and Procedures.
- C. Capital Metro shall make payments to Suburban Community for approved Suburban Community Infrastructure Projects as follows:
  - a. For Suburban Community Infrastructure Projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the Suburban Community Transit Infrastructure Funds, fifty percent (50%) of the budgeted costs for the Suburban Community Infrastructure Funds shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead. Payment for the remaining costs for such Suburban Community Infrastructure Projects will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
  - b. For Suburban Community Infrastructure Projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the Suburban Community Transit Infrastructure Funds, twenty percent (20%) of the budgeted costs for each such project shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead, provided that such payment will not exceed One Million Dollars (\$1,000,000). Payment for the remaining costs will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the applicable Suburban Community Infrastructure Project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the applicable Suburban Community Infrastructure Project and otherwise in accordance with the BCT Guidelines and Procedures.
- D. Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.
- 4. **Invoicing and Payment.** Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.

5. **Term and Termination**. Article III of the Agreement is deleted and replaced in its entirety with the following:

#### "III. Term and Termination

- A. The initial term of this Agreement is from the date of the last Party to sign ("Effective Date") through September 30, 2032, unless terminated earlier in accordance with this Agreement. After the initial term, the Agreement will automatically renew annually on the anniversary of the Effective Date unless either Party provides written notice ninety (90) days in advance of the end date of its intent not to renew. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.
- B. If, at any time during the term of the Agreement, Suburban Community is no longer included in Capital Metro's service area, this Agreement will automatically terminate and be null and void as of the date on which Suburban Community is removed from Capital Metro's service area. As of such date, neither party will have any obligations under this Agreement, including any obligation by Capital Metro to make any payments to Suburban Community under this Agreement.
- C. Notwithstanding anything contained herein to the contrary, in the event of termination of the Agreement, the funding for any projects approved prior to the termination of the Agreement shall remain available and payable to Suburban Community under the terms set forth in this Agreement, and the obligation to pay the BCT Allocation to Suburban Community for such approved projects shall survive termination of this Agreement.
- D. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro's performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of such termination or cancellation, Capital Metro will not be liable to Suburban Community for any damages, which are caused or associated with such termination, or cancellation. In such event, Capital Metro shall cooperate with Suburban Community to determine whether there is an alternative source of funding for the BCT Allocation or an alternative structure that can be used to achieve the purposes of this Agreement."
- 6. **Entire Agreement**. The terms of this Amendment One are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment One, the language in this Amendment One will control.
- 7. **Capitalized Terms**. Capitalized items used in this Amendment One and not otherwise defined have the meanings assigned to them in the Agreement.

**IN WITNESS WHEREOF**, this Amendment One has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

VILLAGE OF POINT VENTURE
Name:
Title:
Signature Date

#### APPENDIX A

# BCT ALLOCATION AMOUNT AND TRANSIT INFRASTRUCTURE FUND ALLOCATION

Suburban City	FY2022 Updated BCT	FY2022 Capital Fund	FY2021 Sales Tax	FY2021 Service Cost
Point Venture	\$53,964	\$71,830	\$92,964	\$0

#### APPENDIX B

### THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area (collectively, the "Suburban Communities") benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

#### **Project Criteria**

- 1. The purpose of a project must be for transit related capital improvements and generally will fall into one of the following categories, unless otherwise agreed to by Capital Metro:
  - a. Transit Capital Improvements:
    - i. Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows.
    - ii. Must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the Suburban Community that the project is along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
  - b. Street Resurfacing and Improvements:
    - i. Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition.
    - i. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition, as determined by Capital Metro staff. Written verification of such resurfacing must be submitted.

- c. Mobility Improvements:
  - i. Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, transit-related bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related bicycle and pedestrian improvements are defined as those projects which use various transportation methods to providing multimodal access to homes, business, public facilities and which provide improved access to transit facilities or service.
- 2. Strong preference is given to projects that are directly on a transit route.
- 3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
- 4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

#### **Project Submittal**

- 1. When Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1-September 30). The proposed project list must be submitted on or before May 31 of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work for the services to be provided by Suburban Community.
- 2. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project that does not meet the established Project Criteria. Any project not rejected by Capital Metro shall be deemed approved.
- 3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Proposed projects will be reviewed by Capital Metro Planning and Development Department and Capital Projects staff to ensure that projects do not conflict with other regional projects. When the projects are approved, the Suburban Community will be notified.

Final project proposals should be in letter form and directed to Capital Metro at the following address or via electronic email address:

Capital Metropolitan Transportation Authority
Attn: Finance

#### 2910 East Fifth Street Austin, Texas 78702

#### Melanie.Capesius@capmetro.org

Capital Metro will notify the Suburban Community in writing of any changes to the above address.

- 4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Notwithstanding the foregoing, emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
- 5. In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise ("SBE") participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own "Small Business Program" or the Suburban Community may follow Capital Metro's SBE program.
- 6. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the fiscal year in which funds are allocated, then such fiscal year funds are forfeited; Suburban Community may, during the applicable fiscal year, submit for Capital Metro's approval, a revised project list to allocate unattached funds to prior-approved projects.
- 7. For projects with costs of \$500,000 or more, the Suburban Community and Capital Metro, through its Planning and Development Department staff, will develop milestones specific to the project prior to commencement of the project.
- 8. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required.

#### **Project Administration**

Throughout the term of any project, Suburban Community will:

- 1. Maintain regular communication with Capital Metro.
- 2. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
- 3. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
- 4. Notify Capital Metro or its representative when the project is complete or substantially

completed.

5. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

#### **Invoicing and Payment**

- 1. The Suburban Community is responsible for invoicing Capital Metro based on milestones, as applicable, and/or completion or substantial completion of the project in accordance with the terms of the Agreement. The invoices should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc.
- 2. The Suburban Community shall provide Capital Metro with any documentation pertaining to any approved project, including pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
- 3. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.
- 4. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.
- 5. Payments to Suburban Community are expressly contingent upon Suburban Community's strict compliance with this Agreement, including the BCT Guidelines and Procedures.
- 6. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.

## INTERLOCAL AGREEMENT BETWEEN VILLAGE OF POINT VENTURE AND COUNTY OF TRAVIS FOR UPDATE TO HAZARD MITIGATION ACTION PLAN

This Agreement is made and entered into by and between Point Venture, Texas (the "City") and County of Travis, a corporate and political subdivision of the State of Texas (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

WHEREAS, the County desires to update the Travis County Hazard Mitigation Plan (the "Plan") approved by the Federal Emergency Management Agency ("FEMA") on November 3, 2017;

WHEREAS, the County applied for and was awarded a grant by the Federal Emergency Management Agency ("FEMA) to update the Plan;

WHEREAS, the Parties desire to cooperate in the 2022 update to the Plan to incorporate hazard mitigation planning for the City;

WHEREAS, the County will contract with a project consultant to update the Plan, following FEMA and Texas Division of Emergency Management requirements described in the FEMA grant application and grant contract;

WHEREAS, the Parties are authorized to enter into this Agreement is all respects by the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows:

- 1. The City will be responsible for:
  - (a) Designating a project representative;
  - (b) Attending up to four committee meetings;
  - (c) Providing City-specific information related to past hazards and at-risk populations and properties;
  - (d) Reviewing and commenting on drafts of the Plan, with specific emphasis on the City;
  - (e) Attending two public meetings;
  - (f) Facilitating the City's adoption of the final Plan (including a signed resolution of adoption); and
  - (g) Paying \$500.00 as the City's portion of Plan preparation costs. This is a one-time payment by City. Using this agreement as the invoice, the City shall make payment within 30 days after receiving a written request from the County. The City may pay by check or electronic payment through ACH. Payments by check must be mailed or delivered to the address for

notice for Travis County. For electronic payments, the City may contact the Treasurer's Office at (512) 854-9365 for assistance with setting up electronic payment through ACH, which deposits payments directly into the Travis County account. Payment is deemed to have been made on the date of receipt of the ACH transfer of funds. Overdue payments accrue interest as specified in Texas Government Code, chapter 2251.

- 2. The County will be responsible for:
  - (a) Hiring and managing a consultant to prepare the Plan update;
  - (b) Obtaining and administering grant funding for the Plan update from the Texas Division of Emergency Management;
  - (c) Managing the Plan development process; and
  - (d) Providing data and information on natural hazards in Travis County, as required in the planning process.
- Miscellaneous.
- (a) <u>Force Majeure</u>. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party of privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) <u>Notice</u>. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: , Mayor (or successor) Village of Point Venture

411 Lohmans Ford Rd Point Venture, Texas 78645

COUNTY: Charles Brotherton, County Executive (or successor)

Travis County Emergency Services

P.O. Box 1748

Austin, Texas 78767

Bonnie Floyd, MBA, CPM, CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748

Austin, Texas 78767

- (c) <u>Number and Gender Defined</u>. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either oral or written regarding updates to the Plan. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. No official, representative, agent or employee of Travis County, Texas, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.
- (e) <u>Effective Date</u>. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.
- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) <u>Invalid Provision</u>. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) <u>Current Funds</u>. Each party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party.
- (i) <u>Term of the Agreement</u>. This Agreement shall commence on the date on which it is signed by both Parties and shall continue until the final plan is approved by FEMA and copies are provided to the City.
- (j) Retention, Accessibility, and Audit of Records. The City shall maintain all records and documentation for the Plan in a readily available state and location for at least three years after the agreement term. The City shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to the Plan, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by the City.
- (k) <u>Recitals Incorporated</u>. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.
- (I) The Parties agree to comply with FEMA and Texas Division of Emergency Management requirements described in the grant application and grant contract.
- (m) Third Party Rights Not Created and Non-Waiver of Immunity. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or

immunity to which they are legally entitled against any person or legal entity that is not a party to this Agreement.

- (n) <u>Independent Contractors, No Agency</u>. The parties to this Agreement are independent contractors. An official or employee of one party is not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the respective governing bodies, as applicable.
- (o) Applicable Law and Venue. This Agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this Agreement are performable in Travis County, Texas.
- (p) Multiple Counterparts. This Agreement may be executed (original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Point Venture, TEXAS		
Ву:		
Name:	Stephen Perschler	
	Mayor	
Α	uthorized Representative	
Date:		
Approved	as to Form:	
Assistant	City Attorney	
Date:		
TRAVIS	COUNTY, TEXAS	
By:		
A	ndy Brown, County Judge	
Date:		

#### Village of Point Venture, Texas

#### **ORDINANCE NO. 2022-06-15**

AN ORDINANCE OF THE VILLAGE OF POINT VENTURE, TEXAS, AMENDING CHAPTER 7 OF THE VILLAGE OF POINT VENTURE CODE OF ORDINANCES; PROVIDING RULES AND REGULATIONS FOR FOOD ESTABLISHMENT REGISTRATION; PROVIDING FOR REPEAL, SEVERABILITY, SAVINGS, PUBLICATION AND CODIFICATION; DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Point Venture ("Village Council") seeks to provide for the public health, safety and welfare of its citizens; and

WHEREAS, the Village Council has analyzed the use and effectiveness of its current food establishment permitting ordinance; and

WHEREAS, the Village Council finds the Village does not have the resources to permit, oversee and inspect the various food establishments that operate in the Village; and

WHEREAS, the Village Council recognizes that other governmental entities do possess resources to permit, oversee and inspect food establishments and are authorized to do so; and

WHEREAS, the Village Council recognizes the benefit of Village personnel having contact information for responsible personnel associated with the food establishments operating in the Village of Point Venture; and

WHEREAS, the Village Council desires to ensure good communication exists between Village officials and employees and the personnel of the food establishments operating in the Village when such communication is needed; and

WHEREAS, adoption of this ordinance will provide Village staff with needed information to respond promptly to issues or emergencies related to food establishments in the Village of Point Venture; and

WHEREAS, the Village Council desires to require Village registration of food establishments that are obligated by state or other law to be permitted so that Village personnel have a mechanism to secure and update as needed contact information for responsible food establishment personnel; and

WHEREAS, the Village Council finds that adoption of this ordinance will promote and ensure the public health, safety and welfare of its citizens; and

## NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF POINT VENTURE, TRAVIS COUNTY, TEXAS THAT:

**SECTION 1. Findings of Fact.** All of the above recitals and premises are hereby found to be true and correct legislative and factual findings of the Village Council of the Village of Point Venture, are made a part hereof for all purposes and are hereby approved and incorporated into the body of this Ordinance as if restated in their entirety.

**SECTION 2. Amendments.** The Code of Ordinances of the Village of Point Venture, Texas is hereby amended by deleting Article 7.02 of Chapter 7 thereof and substituting therefor a new Article 7.02 of Chapter 7 to provide as follows:

## "VILLAGE OF POINT VENTURE, TEXAS CODE OF ORDINANCES

. .

#### **CHAPTER 7 HEALTH AND SANITATION**

. . .

#### **ARTICLE 7.02 FOOD ESTABLISHMENTS**

#### 7.02.001 Food Establishment Registration Purpose

The Village of Point Venture desires to ensure good communication exists between the Village officials and employees and the personnel of the food establishments operating in the Village when such communication is needed. The Village recognizes the benefit of Village personnel having contact information for responsible personnel of the food establishments. The purpose of this ordinance is to require registration of food establishments that are obligated by state or other law to be permitted so that Village personnel have contact information for such responsible personnel.

#### 7.02.002 Application; Registration; Obligations

- (a) Any person who operates a food establishment that is required by state or other law to be permitted shall provide evidence of such permit to the Village and shall make written application for registration on a form provided by the Village. Such application shall include:
  - (1) the name, address and telephone number of the owner.
  - (2) the location and type of the food establishment.
  - (3) the name, address and telephone number of a person or of persons who can be contacted in an emergency.
  - (4) the signature of the applicant.
- (b) The Village will provide written confirmation to the applicant of the Village's approval or denial of the registration. An approved registration shall be issued to the applicant unless the Village determines that the application contains false or misleading information or that required information is omitted.
- (c) The registration shall be valid until the owner ceases to operate the food establishment.
- (d) The owner must notify the Village within ten (10) calendar days, in writing, of any changes to information submitted in the application.

#### 7.02.003 Registration Revocation; Appeal

- (a) The Village may revoke a food establishment registration if the owner or the owner's agent does not comply with the requirements of this section.
- (b) Upon revocation, the Village shall notify the owner and emergency contact(s), if any, of the revocation in writing and the reason for such revocation.
- (c) An applicant may apply for reinstatement of a revoked registration after the expiration of thirty days running from the date of the revocation of registration.
- (d) An applicant of a denied or revoked food establishment registration may appeal the denial or revocation by filing a written request for a hearing with the Village Secretary within ten (10) calendar days following the denial or revocation of such registration. If a request for a hearing is received, a hearing shall be held before the Board of Adjustment within forty-five (45) calendar days of the Village Secretary's receipt of request. The Board of Adjustment shall issue a written decision affirming or reversing the denial or revocation of the registration. The decision of the Board of Adjustment shall be final.

#### 7.02.004 Violations; Penalty

- (a) It shall be unlawful for any person to operate a food establishment without an approved registration for such property.
- (b) It shall be unlawful to falsify or omit any information on a registration application.
- (c) It shall be unlawful to fail to update the Village of any of the information provided for registration within ten (10) business days of a change in such information.
- (d) Any person or entity who violates any of the provisions of this article 7.02 is guilty of a misdemeanor and upon conviction shall be punished by a fine in the amount not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00) per violation, and each day such violation exists shall constitute a separate offense."

**SECTION 3. Repeal.** All provisions of the ordinances of the Village of Point Venture in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, and all other provisions of the ordinances of the Village of Point Venture not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4. Severability.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be illegal, invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of any remaining provision of the Code of Ordinances or the Code of Ordinances as a whole.

**SECTION 5. Savings.** All rights and remedies of the Village of Point Venture are expressly saved as to any and all violations of the provisions of any ordinances regulating food establishments which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6. Publication and Codification.** The Village Secretary of the Village of Point Venture is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code. The Village Secretary is further directed to have this Ordinance codified at the next available codification update.

**SECTION 7. Open Meeting.** The Village Council of the Village of Point Venture hereby finds and determines that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 8. Penalty.** It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Five Hundred Dollars (\$500.00), in accordance with the enforcement and penalty provisions, and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues. Further, if the Village Council of the Village of Point Venture determines that a violation of this Ordinance creates a threat to the public safety, the Village may bring suit in the District Court to enjoin such violation and may exercise all available remedies as allowed by law.

**SECTION 9. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**DULY PASSED AND ADOPTED** by the Village Council of the Village of Point Venture, Texas, on the 15th day of June, 2022

	Steve Perschler, Mayor
ATTEST:	APPROVED AS TO FORM:
Vickie Knight, Village Secretary	Caroline Kelley, Village Attorney

## Village of Point Venture YTD May 2022

#### **Budget to Actual**

October 2021 through May 2022

	Oct '21 - May '22	Budget	% of Budget
Ordinary Income/Expense			
Income			
Cap Metro	39,000.00	38,000.00	102.63%
Fines	0.00	5,000.00	0.0%
Franchise Fees	61,531.94	74,400.00	82.7%
Inspection Fees	36,460.00	60,000.00	60.77%
Permits	56,867.00	42,500.00	133.81%
Trash and Recycling Service	22,545.97	32,400.00	69.59%
Tax Income			
Property Taxes	314,633.58	306,600.00	102.62%
Other Taxes			
4085 · Mixed Beverage Tax	1,979.36	6,000.00	32.99%
4135 · Sales & Use Tax Revenue	59,781.37	76,000.00	78.66%
Total Other Taxes	61,760.73	82,000.00	75.32%
Total Tax Income	376,394.31	388,600.00	96.86%
Interest Earned - Bank	971.87	800.00	121.48%
Miscellanous	0.00	0.00	0.0%
Total Income	593,771.09	641,700.00	92.53%
Gross Profit	593,771.09	641,700.00	92.53%
Expense	000,771.00	041,700.00	32.00%
Capital Outlay	45,225.60	70,000.00	64.61%
Maintenance and Repair	12,273.66	36,500.00	33.63%
Trash and Other Muni Expense	28,479.24	48,650.00	58.54%
Professional Expenses	20,473.24	40,030.00	30.54 70
Attorney	17,836.84	42,000.00	42.47%
•	17,035.00		85.18%
6595 · Engineering 6590 · Audit	0.00	20,000.00	0.0%
		5,800.00	
Total Professional Expenses	34,871.84	67,800.00	51.43%
Education and Training	375.00	2,000.00	18.75%
Insurance Expense	9,011.60	16,400.00	54.95%
Animal Control Costs	2,151.51	6,600.00	32.6%
Administration Expenses	3,459.92	27,300.00	12.67%
Dues Fees and Subscriptions	42,047.49	44,800.00	93.86%
Contracted Services			
Security Expenses			
Total Security Expenses	16,490.00	42,000.00	39.26%
Other Contracted Services	22,845.00	41,000.00	55.72%
Total Contracted Services	39,335.00	83,000.00	47.39%
Wages, Benefits and Payroll Exp	124,919.72	225,000.00	55.52%
Bank related charges and fees	305.47	500.00	61.09%
Travel	1,882.50	3,700.00	50.88%
Utilities	2,746.43	5,280.00	52.02%
Total Expense	347,084.98	637,530.00	54.44%
Net Ordinary Income	246,686.11	4,170.00	5,915.73%
Income	246,686.11	4,170.00	5,915.73%

# Village of Point Venture May YTD by Department October 2021 through May 2022

	Animal Control	Building Admin	Code Enforcement	General Admin	Code  Building Admin Enforcement General Admin General Fund Public Works Sheriff's	Public Works	Sheriff's	Short Term Rental Reg	TOTAL
Income									
Cap Metro	0.00	0.00	0.00	0.00	0.00	39,000.00	0.00	0.00	39,000.00
Franchise Fees	0.00	00.00	0.00	0.00	61,531.94	00.00	0.00	0.00	61,531.94
Inspection Fees	0.00	36,460.00	0.00	0.00	0.00	00.00	0.00	0.00	36,460.00
Permits	1,277.00	28,590.00	0.00	0.00	0.00	00.00	0.00	27,000.00	56,867.00
Trash and Recycling Service	0.00	00.00	0.00	0.00	0.00	22,545.97	0.00	0.00	22,545.97
Tax Income	0.00	00.00	0.00	0.00	376,394.31	00.00	0.00	0.00	376,394.31
Interest Earned - Bank	0.00	0.00	0.00	0.00	971.87	0.00	0.00	0.00	971.87
Total Income	1,277.00	65,050.00	0.00	00.00	438,898.12	61,545.97	00.00	27,000.00	593,771.09

Expense									
Capital Outlay	0.00	0.00	0.00	0.00	0.00	45,225.60	0.00	0.00	45,225.60
Maintenance and Repair	602.30	0.00	129.99	7,214.61	0.00	4,326.76	0.00	0.00	12,273.66
Trash and Other Muni Expense	00.00	0.00	0.00	00.00	00.00	28,479.24	0.00	0.00	28,479.24
Professional Expenses	1,121.40	20,046.63	0.00	11,081.70	00.00	855.00	0.00	1,767.11	34,871.84
Education and Training	175.00	0.00	75.00	125.00	0.00	0.00	0.00	0.00	375.00
Insurance Expense	00.00	0.00	0.00	9,011.60	00.00	0.00	0.00	0.00	9,011.60
Animal Control Costs	2,139.62	0.00	0.00	11.89	00.00	0.00	0.00	0.00	2,151.51
Administration Expenses	45.00	0.00	0.00	3,414.92	0.00	0.00	0.00	0.00	3,459.92
<b>Dues Fees and Subscriptions</b>	94.95	0.00	75.00	11,410.03	2,165.46	400.00	0.00	27,902.05	42,047.49
Contracted Services	00.00	22,845.00	0.00	0.00	0.00	0.00	16,490.00	0.00	39,335.00
Wages, Benefits and Payroll Exp	00.00	0.00	0.00	124,919.72	0.00	0.00	0.00	0.00	124,919.72
Bank related charges and fees	0.00	0.00	0.00	260.39	0.00	35.81	0.00	9.27	305.47
Travel	622.40	0.00	6.07	0.00	0.00	1,254.03	0.00	0.00	1,882.50
Utilities	0.00	0.00	0.00	2,746.43	0.00	0.00	0.00	0.00	2,746.43
Total Expense	4,800.67	42,891.63	286.06	170,196.29	2,165.46	80,576.44	80,576.44 16,490.00	29,678.43	347,084.98

Page 1 of 1

#### Village of Point Venture Statement of Financial Posiiton

As of May 31, 2022

	May 31, 22	May 31, 21
ASSETS	·	
Current Assets		
Checking/Savings		
Banks		
1010 · Security State - Money Market	94,720.37	94,625.71
1015 · Security State - Operating Fund	698,503.20	546,307.70
1030 · TexPool - Money Market	290,287.73	290,107.00
1046 · TexPool - Road Fund	582,279.64	558,918.41
1047 · TexPool TimeWarner	29,943.85	25,699.72
Total Banks	1,695,734.79	1,515,658.54
Total Checking/Savings	1,695,734.79	1,515,658.54
Accounts Receivable		
1100 · Accounts Receivable	16,035.84	4,685.84
Total Accounts Receivable	16,035.84	4,685.84
Other Current Assets		
Accounts Receivable - Misc		
1105 · A/R - Taxes	8,103.48	8,103.48
Total Accounts Receivable - Misc	8,103.48	8,103.48
Total Other Current Assets	8,103.48	8,103.48
Total Current Assets	1,719,874.11	1,528,447.86
TOTAL ASSETS	1,719,874.11	1,528,447.86
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
1500 · Accounts Payable	34,159.56	17,536.56
Total Accounts Payable	34,159.56	17,536.56
Credit Cards		
1605 · SSBT MasterCard VKnight	193.18	431.05
1606 · SSBT-MasterCard T Low	631.72	983.14
1615 · SSBT MasterCard Eric Love	0.00	198.36
Total Credit Cards	824.90	1,612.55
Other Current Liabilities		,,
2010 · Building Contractors Bond	67,553.00	74,003.00
2100 · Payroll Liabilities	4,209.36	2,588.20
2230 · Deferred Revenue - Taxes	8,103.48	8,103.48
Council Reserved Funds	•	,
2241 · Deferred Revenue - PEG Revenue	32,871.11	28,620.37
2011 · Dedicated Road Fund	581,679.49	558,679.49
Total Council Reserved Funds	614,550.60	587,299.86
Total Other Current Liabilities	694,416.44	671,994.54
Total Current Liabilities	729,400.90	691,143.65
Total Liabilities		
	729,400.90	691,143.65
Equity	06 000 50	00 000 50
3000 · Opening Bal Equity	26,368.59	26,368.59
3200 · Retained Earnings	717,418.51	571,973.09
Net Income	246,686.11	238,962.53
Total Equity TOTAL LIABILITIES & EQUITY	990,473.21	837,304.21 1 528 447 86
TOTAL LIABILITIES & EQUITI	1,719,874.11	1,528,447.86

# Village of Point Venture Building Department – May 2022

In the month of May, there was 1 permit issued for single family dwelling and 7 permits issued for single family townhome. There was 1 permit issued for front deck add on and 3 simple permits for HVAC, deck repair and electric panel replacement. There were 3 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	22

#### 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	14