



**REGULAR MEETING OF THE VILLAGE COUNCIL  
VILLAGE OF POINT VENTURE  
Wednesday, May 19, 2021 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"*

Governor Abbott's office approved to temporarily suspend a limited number of open meeting laws in response to the Coronavirus disaster. This action allows governmental bodies to conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus. Members of the public may attend in person at 555 Venture Blvd S, masks and social distance protocol required. Members of the public may also participate by joining at:

Join Zoom Meeting

<https://us02web.zoom.us/j/85201902351?pwd=SUhnQ3RWUjZJRzM2bE1U1M2dIFrdz09>

Meeting ID: 852 0190 2351

Passcode: Council

**Agenda**

**A. Items Opening Meeting**

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

**B. Consent Agenda**

1. Approval of minutes April 21, 2021 Regular Council Meeting.
2. Authorize Mayor Eric Love to execute engagement agreement effective April 23, 2021 with Russell Rodriguez Hyde Bullock LLP.

**C. Public Comments**

Public comment section to address Council.

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

**D. Mayor's Report**

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

Report on recent crime and traffic enforcement.

**Emergency Services Report**

Report on recent fire and emergency activity.

**F. Items to Consider**

1. Discussion and possible action to adopt Ordinance 2021-05-19 providing for the abandonment of an easement in the 500 block of Valley Hill Drive.
2. Discussion and possible action to approve variance request for 19009 Venture Drive outbuilding eaves less than 1'.
3. Discussion and possible action to appoint a member to the Village Planning and Zoning Commission.
4. Discussion and possible action regarding an ordinance regulating short term rentals within corporate limits of the Village of Point Venture.

**G. Council Reports**

1. Treasurer's Report
  - a. 2020 FYE audit completed
  - b. June budget workshop
  - c. Adjustments 20/21 budget

- d. Granicus annual costs
- e. 2021/22 budget considerations
  - 1) New truck for animal control/public works
  - 2) LED sign
- 2. Building Department
  - April monthly building activity report
- 3. Code Enforcement
  - Update status MyGov online software
- 4. Animal Control
  - Recent activities concerning animal control issues
- 5. Village Services
  - Community wide brush/limb/leaf clean up collection and disposal events
- 6. Public Works
  - Short/long range plan for future road improvements
- 7. P&Z Commission
  - June appointment/reappointment three (3) P&Z Commission members

**H. Announcements**

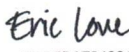

**I. Executive Session**

The Council reserves the right to retire into closed executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally authorized under the Open Meetings Act, Chapter 551 of the Texas Government Code.

**J. Reconvene**

Reconvene into regular session and consider, if any, on items discussed in closed executive session.

**K. Adjourn**

DocuSigned by:  
 5/13/2021   
7DB5D9F24881450...  
 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 1 p.m. on May 14, 2021.

  
 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.**

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Meeting ID: 852 0190 2351  
Passcode: Council

**Minutes**

**A. Items Opening Meeting**

1. Call to order – Mayor Eric Love called the meeting to order at 6:30 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 Stephen Perschler, Councilmember Dan Olson, Councilmember Shelly Molina, Councilmember Steve Hafner, Councilmember Don Conyer. A quorum was present.

**B. Consent Agenda**

1. Approval of minutes March 17, 2021 Regular Council Meeting.
2. Approval of minutes April 14, 2021 Council Workshop.  
**Mayor ProTem Stephen Perschler made a motion to approve minutes for March 17, 2021 and April 14, 2021 as presented. Councilmember Don Conyer seconded the motion. All present approved. Motion carried.**

**C. Public Comments**

Citizen's comments received regarding ESD #7 item on May ballot and placement of LED sign.

**D. Mayor's Report**

The Village will take participate in Travis County process of updating the Basic Emergency Operations Plan. Community Wildfire Preparedness Day is May 1, residents may take dead brush and limb to park May 1 8AM to noon, so clean up your yards.

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

Detective Greg Pasak and Deputy Nick McCaughey attended meeting. Few issues noted in March, deputy patrol hours with Village will increase in May. Councilmember Don Conyer reported there were 10 citations issued in March.

## Emergency Services Report

Grand opening Friday, May 8 from 11AM -1PM for Fire Station #103 at 4711 Lohmans Ford Rd.

### F. Items to Consider

1. Review Planning and Zoning Commission recommendation received for site plan submittal 18803 Hogan Circle, eight-unit townhomes.  
This site plan was reviewed March 2 and not recommended for approval awaiting required drainage analysis. A full drainage analysis has been completed and reviewed by P&Z Commission. **Mayor ProTem Stephen Perschler made a motion to approve Planning and Zoning Commission recommendation to approve site plan submittal for 18803 Hogan Cr. Councilmember Dan Olson seconded the motion. All present approved. Motion carried.**
2. Discussion and possible approval of MuniCode online self publishing software proposal.  
Council received staff request for approval to enter into annual agreement with MuniCode for online self publishing software, MuniDocs and MuniPro for total first year cost not to exceed \$3,000. **Councilmember Shelly Molina made a motion to approve MuniCode self publishing software, MuniDocs and MuniPro annual agreement. Councilmember Dan Olson seconded the motion.** Discussion: MuniCode will replace Franklin Codification and will be accessible through Village website. **All present approved. Motion carried.**
3. Review on status with LED community sign proposal.  
Mayor Love will continue to communicate with WCID and PVPOA regarding donating toward cost of this community LED sign. The location of the sign has not been determined, the sign is not intended to be intrusive to drivers or residents. The cost of this LED sign will be addressed during 2022 Council budget workshops.
4. Discussion short term rental recommendations from April 14, 2021 Council workshop.  
Mayor ProTem Stephen Perschler reported on April 14 Council workshop. The Village Council does desire registration of short term rentals in the Village of Point Venture. Council hopes to view draft short term rental ordinance May council meeting. Once ordinance has been drafted, the Council will set management procedures for this ordinance.
5. Discussion and possible action for appointment of Village attorney.  
Council reviewed attorney firms for consideration: Messers Fort McDonald; Anderson/Roberts; Denton Navarro Rocha Bernal & Zech; Bovey & Cochran; Russell, Rodriquez, Hyde and Bullock. **Councilmember Dan Olson recommended Russell, Rodriquez, Hyde and Bullock for appointment as Village attorney. Councilmember Shelly Molina seconded this recommendation. All present approved. Motion carried.**
6. Discussion regarding increase to Point Venture homestead property tax exemption rate of 10%.  
Council discussion of Village current allowed homestead exemption to property tax of 10% and effects of increasing this homestead exemption. Village Council wishes to revisit during 2022 Council budget workshops.
7. Review and confirm 2021 maximum telecommunications right-of-way access line rates from PUC of Texas.  
**Mayor ProTem Stephen Perschler made a motion to approve Public Utility Commission of Texas 2021 consumer price index adjustment increase of 0.4820% for telecommunications right-of-way access line rates. Councilmember Don Conyer seconded the motion. All present approved. Motion carried.**
8. Review and consideration property owner's petition to abandon easement across closed, abandoned roadway at 500 blk of Valley Hill Dr.  
The 7072' of closed abandoned roadway was approved by Council in June 2002. The Council released the closed, abandoned roadway but held an emergency easement. Emergency easement is unnecessary and the emergency easement is requested for release via petition from property owners. **Councilmember Hafner made a motion to release emergency easement across closed, abandoned roadway at 500 blk of Valley Hill Dr. Mayor ProTem Stephen Perschler seconded the motion.** Discussion: Amendment to Ordinance 2002-06-01 to release

Council reserve of emergency easement on this closed, abandoned roadway to present for Council adoption May meeting. **All present approved. Motion carried.**

**G. Council Reports**

1. Treasurer's Report – Financial reports in digital packet. No further report
2. Building Department - Councilmember Shelly Molina gave March building report: three (3) new single family home permits were issued, two (2) certificates of occupancy were issued.
3. Code Enforcement - Councilmember Shelly Molina reported on April 5, 2021 meeting with Village staff setting standard process of notification and documentation for non-compliance with Village code.
4. Animal Control – No further report.
5. Village Services – Councilmember Dan Olson reported 80-90 residents continue to visit the Community Collection Center monthly.
6. Public Works – Mayor ProTem Stephen Perschler reported traffic calming device on Venture Drive has been effective at slowing down vehicles, second traffic calming device will be installed in May. Drainage culvert projects at Valley Hill/Staghorn and Venture Drive have been completed.
7. P&Z Commission – No further report.

**H. Announcements** – Mayor Eric Love has no additional announcements.

**I. Adjourn** – Mayor ProTem Stephen Perschler made a motion to adjourn. Councilmember Don Conyer seconded the motion. **Mayor Eric Love adjourned meeting at 7:41 PM.**

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Eric Love, Mayor Village of Point Venture

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*Attest: Vickie Knight, Village Secretary*

# Russell Rodriguez Hyde Bullock LLP

1633 Williams Drive, Building 2, Suite 200, Georgetown, Texas 78628

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

**Identity of Client.** We will be representing the interests of the Village of Point Venture, Texas, its officials and employees and any other person, entity or agency as directed by the Village of Point Venture City Council.

**Attorneys.** Russell Rodriguez Hyde Bullock LLP is engaged by you as your attorneys, and Caroline Kelley will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

**The Scope of Our Work.** You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed and assigned to other matters, our present relationship is limited to representing the above-named client and its officials, employees, and representatives as necessary as an appointed City Official serving as City Attorney. We will act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

**Fees for Legal Services.** Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, the amount involved, and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined based on the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual and the area of practice necessary to complete the assignment. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit A.

**Other Charges.** All *non-routine* out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit B and agreed to as part of this agreement.

**Billing Procedures and Terms of Payment.** Our billing period begins on the 1st of the month and ends on the last day of that month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the fifth business day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date.

Payment must be made to the Firm at 1633 Williams Drive, Building 2, Suite 200, Georgetown Texas, 78628. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

**Termination of Services.** You have the right at any time to terminate our employment upon written notice to us, and if you do, we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. If you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

**Retention of Documents.** Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) assigned, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation four (4) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge based on time and materials for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

**Fee Estimates.** We are often requested to estimate the amount of fees and costs likely to be incurred in connection with particular matters. Our attorneys do their best to estimate fees and expenses for a particular matter, when asked to do so. However, an estimate is just that: the fees and expenses required are ultimately a function of many conditions over which we have little to no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of law provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Williamson County, Texas, United States of America.

**Standards of Professionalism and Attorney Complaint Information.** Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in the State of Texas. Information on the grievance procedure is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

**Questions.** If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all the matters addressed in this agreement.

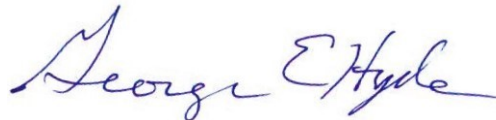
**Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart herein. Transmission by facsimile or other electronic format (e.g.PDF via email) shall be deemed to be an original signature.

**Capacity to Execute Agreement.** Any representatives executing this Agreement on behalf of any other entity, each independently represent, warrant and contract individually that he or she possesses the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the Party represented to the terms and obligations contained herein.

**Acceptance of Terms.** If this arrangement is acceptable to the Village of Point Venture, please sign and return a duplicate original of this agreement to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,

**Russell Rodriguez Hyde Bullock, LLP**



George E. Hyde, Partner

**AGREED TO AND ACCEPTED**

The Village of Point Venture

By: \_\_\_\_\_  
Eric Love, Mayor

Effective Date: April 23, 2021



## Exhibit A — Fee Rates

Fees for our services vary based on the individual and area of practice for this engagement are:

### Governmental Entity Pre-Litigation and Litigation Fee Rates:

Partner	\$225
Senior Associate	\$200
Associate Attorney	\$185
Paralegal Support	\$135

## **Exhibit B—Client Costs Advanced**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside technology or copy facilities, and other cases may not be so technology or paper intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

### Administrative Expenses Fee

A 3% administrative expense fee shall be added to each monthly invoice to cover all routine expenses (i.e. in-office copies and printing, first-class mailings, telephone, facsimile, local mileage, software and legal research service costs, etc.). All non-routine out-of-pocket expenses (i.e. out-of-office copying charges, travel expenses outside the Austin Metropolitan Service Area, messenger expenses, court filing costs and other court costs, any expert fees and expenses and the like) incurred by us in connection with our representation of you will be either set up to be paid directly by you or billed to you as a separate item on your statement at actual cost, with no handling or mark-up fee. This fee shall not exceed \$1,000 per month.

### Not Charged

Secretarial and word processing time, file setup expenses, file storage expenses, local or ordinary long-distance charges, fax charges and computerized legal research data charges, unless agreed to in advance in extraordinary circumstances.

### Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm.

### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, or other additional mail services will be charged to the client.

### Copies and Prints

If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants, and other similar expenses.

**Village of Point Venture, Texas**

**ORDINANCE NO. 2021-05-19**

**AN ORDINANCE OF THE VILLAGE OF POINT VENTURE, TEXAS, AMENDING ORDINANCE NO. 2002-06-01; PROVIDING FOR THE ABANDONMENT OF AN EASEMENT IN THE 500 BLOCK OF VALLEY HILL DRIVE; PROVIDING THE TERMS AND CONDITIONS OF SUCH ABANDONMENT; FINDING NO VILLAGE DUTY TO MAINTAIN SAID PROPERTY; ESTABLISHING FINDINGS OF FACT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, on or around June 3, 2002, the Village Council of the Village of Point Venture adopted Ordinance No. 2002-06-01, providing for the abandonment of a portion of public right of way and reserving an emergency access right of way easement (Emergency Access Easement) in the 500 block of Valley Hill Drive; and

**WHEREAS**, said Emergency Access Easement is located on the same area called 7,072 square feet of Valley Hill Drive, as depicted on Exhibit "A", attached hereto and incorporated herein for all purposes; and

**WHEREAS**, subsequent to the abandonment of the portion of right of way and reservation of said Emergency Access Easement, a county road was constructed in another location obviating the continued need for said Emergency Access Easement; and

**WHEREAS**, Section 311.008 of the Texas Transportation Code provides that the governing body of a general law municipality may vacate, abandon or close right of way if petitions signed by all the owners of real property abutting the right of way are submitted to the governing body; and

**WHEREAS**, in April of 2021, property owners of the land abutting and under said Emergency Access Easement petitioned the Village of Point Venture to abandon the Emergency Access Easement, said petitions being attached hereto as Exhibit "B" and incorporated herein for all purposes; and

**WHEREAS**, the Village Council finds the petitions of the abutting real property owners satisfy the requirements of Section 311.008 of the Texas Transportation Code; and

**WHEREAS**, the Village Council further finds that the abandonment of said Emergency Access Easement shall not impose any liability or responsibility on the part of the Village of Point Venture in connection with the abandonment of the Emergency Access Easement; and

**WHEREAS**, the Village Council of the Village of Point Venture finds it is the public interest to abandon the Emergency Access Easement.

**NOW THEREFORE**, be it ordained by the Village Council of the Village of Point Venture, Texas:

### **SECTION I. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the Village Council of the Village of Point Venture, Texas and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

### **SECTION II. AMENDMENT**

Ordinance No. 2002-06-01, is hereby amended by deleting sections (2) and (3) of said ordinance. The Village of Point Venture retains no real property rights whatsoever in the 7,072 square feet of right of way depicted in Exhibit "A". The prohibition of placement of above-ground structures and plantings in said right of way is hereby repealed except as may be otherwise prohibited by other law or restrictive covenant.

### **SECTION III. RELEASE OF EASEMENT**

The Village of Point Venture, Texas hereby releases and terminates that certain easement interest created and established by Instrument Number 2005026907, such easement being on the 7,072 square foot tract of land, being a portion of Valley Hill Drive, in the Village of Point Venture, Travis County, Texas.

### **SECTION IV. NO DUTY TO MAINTAIN**

The Village of Point Venture shall not have the duty to maintain said property after abandonment.

### **SECTION V. RECORDATION**

The City Secretary is hereby directed, after the execution of this Ordinance, to record this Ordinance in the real property records of Travis County and to take all further action necessary to effectuate this Ordinance.

### **SECTION VI. REPEALER**

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 VII. SEVERABILITY**

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, 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 VIII. EFFECTIVE DATE**

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

## **SECTION IX. 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.

**DULY PASSED AND ADOPTED** by the Village Council of the Village of Point Venture, Texas, on the 19<sup>th</sup> day of May, 2021.

**VILLAGE OF POINT VENTURE:**

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Eric Love, Mayor

**ATTEST:**

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Vickie Knight, Village Secretary

# SKETCH TO ACCOMPANY FIELD NOTES

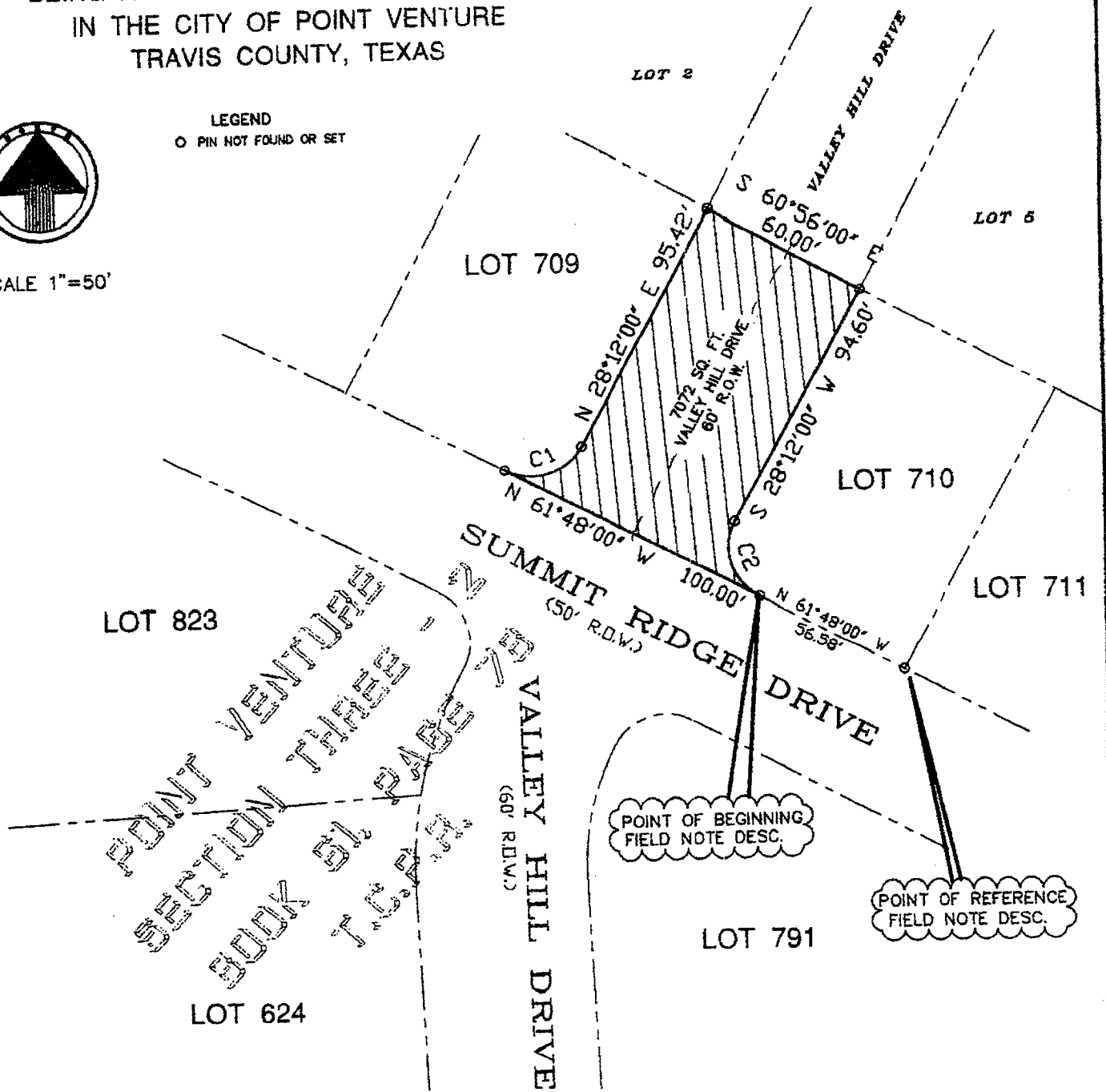
OF A 7072 SQ. FT. TRACT OF LAND  
BEING A PORTION OF VALLEY HILL DRIVE  
IN THE CITY OF POINT VENTURE  
TRAVIS COUNTY, TEXAS

POINT VENTURE SECTION I  
T.C.P.R.



LEGEND  
○ PIN NOT FOUND OR SET

SCALE 1"=50'



NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	90°00'00"	N 73°12'00" E	20.00	20.00	31.42	28.28
C2	90°00'00"	S 16°48'00" E	20.00	20.00	31.42	28.28

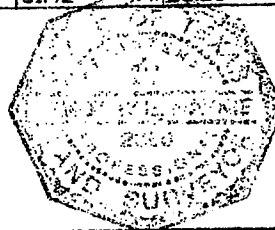
AS SURVEYED BY:

*Timothy E. Haynie*

01-30-02

TIMOTHY E. HAYNIE  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2380

DATE



**HAYNIE CONSULTING, INC.**

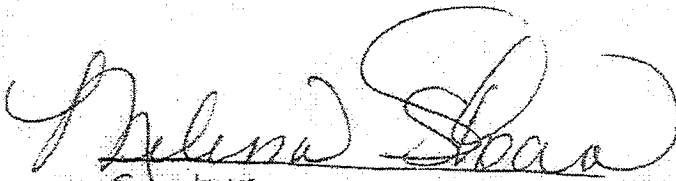
Civil Engineers and Land Surveyors  
1010 Provident Lane  
Round Rock, Texas 78664 512-837-2446

REFERENCE POINT VENTURE  
JOB NO. 02-12 FIELD BOOK

Village of Point Venture  
411 Lohmans Ford Rd  
Point Venture, TX 78645

ATTENTION: Mayor and Village Councilmembers

MELISSA SLOAN (property owner), the undersigned, owner of Lot 709, Sections 3-2, Point Venture, Texas which abuts a portion of the closed, abandoned roadway at the 500 block of Valley Hill Drive, Point Venture, Texas 78645. I/we are requesting abandonment of the easement retained across the closed, abandoned roadway by the Village of Point Venture for the purpose of transit of emergency vehicles in event of emergency requiring access from abandoned roadway. This access is unnecessary due to access from Lohmans Ford Road.

  
Signature

04/12/2021  
Date

Village of Point Venture  
411 Lohmans Ford Rd  
Point Venture, TX 78645

ATTENTION: Mayor and Village Councilmembers

Mark Raffetto (property owner), the undersigned, owner of Lot 710, 422 North Summit Ridge Drive, Section 3-2, Point Venture, Texas which abuts a portion of the closed, abandoned roadway at the 500 block of Valley Hill Drive, Point Venture, Texas 78645. I/we are requesting abandonment of the easement retained across the closed, abandoned roadway by the Village of Point Venture for the purpose of transit of emergency vehicles in event of emergency requiring access from abandoned roadway. This access is unnecessary due to access from Lohmans Ford Road.

Mark Raffetto  
Signature

20 APR 2021  
Date



**Village of Point Venture**  
**YTD Budget to Actual**  
October 2020 through April 30, 2021

	<u>Oct '20 - Apr 21</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Cap Metro</b>	0.00	58,500.00	0.0%
<b>Fines</b>	0.00	5,200.00	0.0%
<b>Franchise Fees</b>	45,490.96	74,600.00	60.98%
<b>Inspection Fees</b>	50,120.00	53,200.00	94.21%
<b>Permits</b>	11,506.00	7,700.00	149.43%
<b>Trash and Recycling Service</b>	17,943.38	32,160.00	55.79%
<b>Tax Income</b>			
<b>Property Taxes</b>			
4125 · Current Year Taxes	289,066.00	286,000.00	101.07%
4130 · Prior Years Taxes	2,174.53	1,000.00	217.45%
<b>Total Property Taxes</b>	<u>291,240.53</u>	<u>287,000.00</u>	<u>101.48%</u>
<b>Other Taxes</b>			
4085 · Mixed Beverage Tax	3,037.92	6,000.00	50.63%
4135 · Sales & Use Tax Revenue	46,327.65	76,000.00	60.96%
<b>Total Other Taxes</b>	<u>49,365.57</u>	<u>82,000.00</u>	<u>60.2%</u>
<b>Total Tax Income</b>	<u>340,606.10</u>	<u>369,000.00</u>	<u>92.31%</u>
<b>Interest Earned - Bank</b>	640.91	6,000.00	10.68%
<b>Miscellaneous</b>	<u>250.00</u>		
<b>Total Income</b>	<u>466,557.35</u>	<u>606,360.00</u>	<u>76.94%</u>
<b>Gross Profit</b>	466,557.35	606,360.00	76.94%
<b>Expense</b>			
<b>Capital Outlay</b>	19,993.00	116,000.00	17.24%
<b>Maintenance and Repair</b>	6,948.83	23,000.00	30.21%
<b>Trash and Other Muni Expense</b>	21,825.96	52,650.00	41.46%
<b>Professional Expenses</b>	9,441.00	35,500.00	26.59%
<b>Education and Training</b>	1,080.00	2,000.00	54.0%
<b>Insurance Expense</b>	11,228.78	16,400.00	68.47%
<b>Animal Control Costs</b>	1,034.17	4,850.00	21.32%
<b>Administration Expenses</b>	8,026.82	27,150.00	29.57%
<b>Dues Fees and Subscriptions</b>	7,284.43	20,000.00	36.42%
<b>Contracted Services</b>			
<b>Security Expenses</b>			
6105 · Deputy	12,180.00	42,300.00	28.79%
6090 · Contract Deputy Auto	5,100.00	18,800.00	27.13%
<b>Total Security Expenses</b>	<u>17,280.00</u>	<u>61,100.00</u>	<u>28.28%</u>
<b>Other Contracted Services</b>	15,700.00	38,000.00	41.32%
<b>Interlocal Agreement</b>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Contracted Services</b>	<u>32,980.00</u>	<u>99,100.00</u>	<u>33.28%</u>
<b>Wages, Benefits and Payroll Exp</b>	109,369.42	195,942.36	55.82%
<b>Bank related charges and fees</b>	417.29	500.00	83.46%
<b>Travel</b>	912.50	3,050.00	29.92%
<b>Utilities</b>	<u>2,630.99</u>	<u>5,180.00</u>	<u>50.79%</u>
<b>Total Expense</b>	<u>233,173.19</u>	<u>601,322.36</u>	<u>38.78%</u>
<b>Net Ordinary Income</b>	<u>233,384.16</u>	<u>5,037.64</u>	<u>4,632.81%</u>
<b>Net Income</b>	<u>233,384.16</u>	<u>5,037.64</u>	<u>4,632.81%</u>

Village of Point Venture  
April YTD All Class  
October 2020 through April 2021

	Animal Control	Building Admin	Code Enforcement	General Admin	General Fund	Public Works	Sheriffs	TOTAL
<b>Income</b>								
Franchise Fees	0.00	0.00	0.00	0.00	45,490.96	0.00	0.00	45,490.96
Inspection Fees	0.00	50,120.00	0.00	0.00	0.00	0.00	0.00	50,120.00
Permits	1,386.00	10,120.00	0.00	0.00	0.00	0.00	0.00	11,506.00
Trash and Recycling Service	0.00	0.00	0.00	0.00	17,943.38	0.00	0.00	17,943.38
Tax Income	0.00	0.00	0.00	0.00	340,606.10	0.00	0.00	340,606.10
Interest Earned - Bank	0.00	0.00	0.00	0.00	640.91	0.00	0.00	640.91
Miscellaneous	0.00	0.00	0.00	0.00	0.00	250.00	0.00	250.00
<b>Total Income</b>	<b>1,386.00</b>	<b>60,240.00</b>	<b>0.00</b>	<b>0.00</b>	<b>386,737.97</b>	<b>18,193.38</b>	<b>0.00</b>	<b>466,557.35</b>
<b>Expense</b>								
Capital Outlay	0.00	0.00	0.00	0.00	0.00	19,993.00	0.00	19,993.00
Maintenance and Repair	522.22	0.00	84.87	352.77	0.00	5,988.97	0.00	6,948.83
Trash and Other Muni Expense	0.00	0.00	0.00	0.00	0.00	21,825.96	0.00	21,825.96
Professional Expenses	0.00	8,196.00	0.00	770.00	0.00	475.00	0.00	9,441.00
Education and Training	175.00	0.00	225.00	680.00	0.00	0.00	0.00	1,080.00
Insurance Expense	0.00	0.00	0.00	11,228.78	0.00	0.00	0.00	11,228.78
Animal Control Costs	1,034.17	0.00	0.00	0.00	0.00	0.00	0.00	1,034.17
Administration Expenses	50.00	0.00	15.85	7,751.56	0.00	209.41	0.00	8,026.82
Dues Fees and Subscriptions	50.00	10.59	25.00	5,053.95	2,144.89	0.00	0.00	7,284.43
Contracted Services	0.00	15,700.00	0.00	0.00	0.00	0.00	17,280.00	32,980.00
Wages, Benefits and Payroll Exp	0.00	0.00	0.00	109,369.42	0.00	0.00	0.00	109,369.42
Bank related charges and fees	0.00	0.00	0.00	417.29	0.00	0.00	0.00	417.29
Travel	17.65	0.00	0.00	55.73	0.00	839.12	0.00	912.50
Utilities	163.89	0.00	0.00	2,368.57	0.00	98.53	0.00	2,630.99
<b>Total Expense</b>	<b>2,012.93</b>	<b>23,906.59</b>	<b>350.72</b>	<b>138,048.07</b>	<b>2,144.89</b>	<b>49,429.99</b>	<b>17,280.00</b>	<b>233,173.19</b>

**Village of Point Venture**  
**Statement of Financial Position**  
 As of April 30, 2021

	Apr 30, 21	Apr 30, 20
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
<b>Banks</b>		
1010 · Security State - Money Market	94,617.67	94,523.27
1015 · Security State - Operating Fund	528,577.64	368,402.15
1030 · TexPool - Money Market	290,101.31	289,735.57
1046 · TexPool - Road Fund	558,907.51	490,258.88
1047 · TexPool TimeWarner	25,699.08	21,298.13
<b>Total Banks</b>	1,497,903.21	1,264,218.00
<b>Total Checking/Savings</b>	1,497,903.21	1,264,218.00
<b>Accounts Receivable</b>		
1100 · Accounts Receivable	4,510.84	5,556.58
<b>Total Accounts Receivable</b>	4,510.84	5,556.58
<b>Other Current Assets</b>		
<b>Accounts Receivable - Misc</b>		
1105 · A/R - Taxes	7,132.56	7,132.56
<b>Total Accounts Receivable - Misc</b>	7,132.56	7,132.56
1499 · Undeposited Funds	670.00	2,550.00
<b>Total Other Current Assets</b>	7,802.56	9,682.56
<b>Total Current Assets</b>	1,510,216.61	1,279,457.14
<b>TOTAL ASSETS</b>	<b>1,510,216.61</b>	<b>1,279,457.14</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Accounts Payable</b>		
1500 · Accounts Payable	13,105.00	16,854.57
<b>Total Accounts Payable</b>	13,105.00	16,854.57
<b>Credit Cards</b>		
1605 · SSBT MasterCard VKnight	17.87	409.65
1606 · SSBT-MasterCard T Low	738.78	139.51
1610 · SSBT MasterCard LClinton	0.00	301.39
1615 · SSBT MasterCard Eric Love	51.36	694.17
<b>Total Credit Cards</b>	808.01	1,544.72
<b>Other Current Liabilities</b>		
2010 · Building Contractors Bond	64,003.00	26,853.00
2100 · Payroll Liabilities	2,821.48	2,845.62
2230 · Deferred Revenue - Taxes	7,132.56	7,132.56
<b>Council Reserved Funds</b>		
2241 · Deferred Revenue - PEG Revenue	27,607.06	23,296.79
2011 · Dedicated Road Fund	554,246.65	486,246.65
<b>Total Council Reserved Funds</b>	581,853.71	509,543.44
<b>Total Other Current Liabilities</b>	655,810.75	546,374.62
<b>Total Current Liabilities</b>	669,723.76	564,773.91
<b>Total Liabilities</b>	669,723.76	564,773.91

05/12/21  
Accrual Basis

Village of Point Venture  
**Statement of Financial Position**  
As of April 30, 2021

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	<u>Apr 30, 21</u>	<u>Apr 30, 20</u>
Equity		
3000 · Opening Bal Equity	26,368.59	26,368.59
3200 · Retained Earnings	580,740.10	489,316.79
Net Income	233,384.16	198,997.85
Total Equity	<u>840,492.85</u>	<u>714,683.23</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>1,510,216.61</u></b>	<b><u>1,279,457.14</u></b>

**Village of Point Venture  
Building Department – April 2021**

In the month of April, there were two (2) permits issued for single family dwelling, one (1) permit for remodel/addition, one (1) permit for foundation leveling. 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	13

**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	3