

JAMES BURGESS

Mayor

JEANNIE PRAZAK

Councilmember Place 1

LINDA HARRIS

Councilmember Place 2



JEANIE SCOTT

Councilmember Place 3/Mayor Pro Tem

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut

Venus, Texas 76084

Monday, May 10, 2021 7:00 PM

Regular Agenda

Page

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance

2. Announcements from Mayor:

Cell phones are to be turned off or placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet.

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time.

4. Election

- 4.1. Mayor to issue Certificates of Election to the newly elected members: Mayor- James Burgess, Councilmember Place 1- Rita Bishop, and Councilmember Place 2- Kayla Sanguinetti. 7 - 9

[1 - Certification of Election - James Burgess.pdf](#)

[2 - Certification of Election - Rita K. Bishop.pdf](#)

[3 - Certification of Election - Kayla Sanguinetti.pdf](#)

- 4.2. Statement of elected City Council members disclaiming any payment, offer, promise to pay, contribution, or promise to 10 - 12

contribute any money or thing of value, or promise of any public office or employment for the giving or withholding of a vote at the election or as a reward to secure appointment or conformation.

[01 - STATEMENT OF ELECTED OFFICER - James Burgess.pdf](#) 

[02 - STATEMENT OF ELECTED OFFICER - Rita K. Bishop.pdf](#) 

[03 - STATEMENT OF ELECTED OFFICER - Kayla Sanguittie.pdf](#) 

- 4.3. Administer Oath of Office to the newly elected City Council members. 13 - 15

[1 - OATH OF OFFICE -James Burgess.pdf](#) 

[2 - OATH OF OFFICE -Rita K. Bishop.pdf](#) 

[3 - OATH OF OFFICE -Kayla Sanguinetti.pdf](#) 

- 4.4. Councilmembers who have been sworn in may greet and address the public relating to their election.

- 4.5. Election of Mayor Pro Tem.

I make a motion to appoint Councilmember _____ as Mayor Pro Tem.

5. Consent Agenda:

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Administrator to implement each item in accordance with staff's recommendation.

- 5.1. Approval of meeting minutes for City Council regular meeting on April 12, 2021.

- 5.2. Ratifying the payment of bills for the month of April 2021. 16 - 26

[Accounts Payable Check Report - April 2020.pdf](#) 

I make a motion to approve the consent agenda as presented.

6. Staff Reports, Presentations and Proclamations:

- 6.1. Fire Department - Ron Hearn: No report.

- 6.2. Police Department - James Groom 27 - 28
Monthly Report: [VPD April 2021 Monthly Report.docx](#) 
- 6.3. Public Works - Andy Wolfe: Flooding Issues in Meadow Ridge 29 - 32
[Flooding 3.jpg](#) 
[Flooding 2.jpg](#) 
[Flooding 4.jpg](#) 
[Flooding 1.jpg](#) 
- 6.4. City Administration- Andy Wolfe: Update on Fire Department building issues, Director of Public Works, Closure of Main St. for BNSF repairs.
- 6.5. Finances - Cheryl Estes: Presentation of financial statements for all City funds for the six months ended March 31, 2021; discuss American Rescue Plan Act of 2021 33 - 37
[GFOA ARPA Alert.pdf](#)  2021-03 Financial Reports.pdf;
[Venus AMERICAN RESCUE PLAN OF 2021.pdf](#); 
- 6.6. Planning & Development - Robyn Flagg: Planning and Zoning submittal calendar, several preliminary plats currently being reviews for the development of Starlight Meadows and Colorado River. 38 - 40
[Submittal Calendar.pdf](#) 

7. Public Hearing and Consideration Items

- 7.1. Public Hearing: Conduct Public Hearing on levying of assessments in the Brahman Ranch Public Improvement District No. 1.
Open Public Hearing.
- 7.2. Discuss and consider continuing the public hearing until June 14, 2021.
I make a motion to continue the public hearing until June 14, 2021.
- 7.3. Discuss and consider appointment of a member to the Venus Community Service Development Corporation.

There is one vacancy created by Mrs. Harris on the Venus Community Service Development Corporation that will need to be filled.

I make a motion to appoint _____ as a voting member to the Venus Community Service Development Corporation.

- 7.4. Discuss and consider appointment of a member to the Planning and Zoning Commission.

There is one vacancy created by Ms. Prosper on the Planning and Zoning Commission that will need to be filled.

I make a motion to appoint _____ as a voting member to the Planning and Zoning Commission.

- 7.5. Discuss, consider and approve the City's Cash and Investment Report for Quarter Ended March 31, 2021.

41 - 45

[FY 20-21 Quarter 2 Cash & Investment Report.pdf](#) 

I make a motion to approve the City's Cash and Investment Report for the Quarter Ended March 31, 2021.

- 7.6. Discuss, consider and approve creation of Fund 61 - Water Impact Fees, and creation of Fund 62 - Sewer Impact Fees in the City's financial accounting software to be used to account for collection of impact fees.

46

[Staff Report - Funds 61 & 62.pdf](#) 

I make a motion to approve creation of Fund 61-Water Impact Fees and Fund 62-Sewer Impact Fees in the City's financial accounting software as presented.

- 7.7. Discuss, consider and approve 3.4% CPI-U sanitation rate increase with Frontier Waste Solutions effective June 1, 2021.

47 - 68

[#Frontier Waste Solutions-Rate Increase.pdf](#) 

I make a motion to approve the CPI-U rate increase of 3.4% to Frontier Waste Solutions contract and pass increase to customers.

- 7.8. Discuss and consider Ordinance No. 725-2021-05 amending the comprehensive zoning Ordinance by changing the zoning district classification of three tracts of land with approximately 1015 total acres of land, legally described as tracts ABST 26 TR 9D R Berry, ABST 26 TR 9E R Berry, ABST 26

69 - 71

TR 9G R Berry, within the City of Venus, Johnson County, Texas, from Residential ("R1") District to the commercial retail ("CR") district.

Staff Report: This item originally came before council on May 14th, 2018. The item was passed unanimously (4,0) with 1 abstention. However, the item was never passed by ordinance and therefore never filed with the county. The properties still legally remain residential.

[Original Zoning Request Sebita.pdf](#) 

[725-2021-05-VENUS 2021 amending zoning ordinance.pdf](#) 

I make a motion to approve Ordinance No. 725-2021-05.

- 7.9. Discuss, consider and approve a professional services contract from Birkhoff, Hendricks & Carter for engineering services to design a new elevated storage tower in the amount of \$181,720.

72 - 84

[0.75 MG EST. Professional Services Agreement.pdf](#) 

I make a motion to approve a professional services contract from Birkhoff, Hendricks & Carter for engineering services to design a new elevated storage tower in the amount of \$181,720.

8. Executive Session:

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

EXECUTIVE SESSION:

Section 551.074(a)(1) to discuss and deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney, Messer, Fort, McDonald, PLLC.

Section 551.074(a)(1) to discuss and deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the position of City Attorney for the City of Venus.

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001, ET SEQ. THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING:

8.1. Reconvene into Open Session.

8.2. Action as a result of above listed Executive Sessions.

9. Adjournment

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Friday May 7, 2021 by 5:00 P.M..

Callie Green,
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 972-366-3348, ext. 211 or visit the City of Venus web site at www.cityofvenus.org. This building is wheelchair accessible. Any requests for Interpretive Services must be named 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348.



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

1st, May, 2021

James Burgess

was duly elected

Mayor

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 10th day of
May, 2021.

**Signature of Presiding Officer of
Canvassing Authority**



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

1st, May, 2021

Rita K. Bishop

was duly elected

City Council Place 1

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 10th day of
May, 2021.

**Signature of Presiding Officer of
Canvassing Authority**



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

1st, May, 2021

Kayla Sanguinetti

was duly elected

City Council Place 2

In testimony whereof, I have
hereunto signed my name and
caused the Seal of Texas to be
affixed at the City of Venus,
this the 10th day of
May, 2021.

**Signature of Presiding Officer of
Canvassing Authority**



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **James Burgess**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

Mayor

City of Venus, Johnson/Ellis County

Position to which elected/appointed

City and/or County



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **Rita K. Bishop**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

City Council Place 1

Position to which elected/appointed

City of Venus, Johnson/Ellis County

City and/or County



STATEMENT OF ELECTED/APPOINTED OFFICER

I, **Kayla Sanguinetti**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's signature

City Council Place 2

Position to which elected/appointed

City of Venus, Johnson/Ellis County

City and/or County



OATH OF OFFICE

*“I, **James Burgess** do solemnly wear (or affirm) that I will faithfully execute the duties of the office of **Mayor**, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”*

Affiant

SWORN TO and subscribed before me by affiant on this the 10th day of May, 2021.

Signature of person administering Oath

Printed name and Title



OATH OF OFFICE

*“I, **Rita K. Bishop** do solemnly wear (or affirm) that I will faithfully execute the duties of the office of **City Council Place 1**, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”*

Affiant

SWORN TO and subscribed before me by affiant on this the 10th day of May, 2021.

Signature of person administering Oath

Printed name and Title



OATH OF OFFICE

*“I, **Kayla Sanguinetti** do solemnly wear (or affirm) that I will faithfully execute the duties of the office of **City Council Place 2**, of the City of Venus, State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.”*

Affiant

SWORN TO and subscribed before me by affiant on this the 10th day of May, 2021.

Signature of person administering Oath

Printed name and Title

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,445.05	
			TMRS RETIREMENT	3,515.70	
			TMRS RETIREMENT	3,669.61	
		U. S. TREASURY	FEDERAL WITHHOLDING	3,975.90	
			FEDERAL WITHHOLDING	4,244.91	
			FICA WITHHOLDING	2,948.74	
			FICA WITHHOLDING	3,085.07	
			MEDICARE WITHHOLDING	689.58	
		CHILD SUPPORT DISTRIBUTION FUND	MEDICARE WITHHOLDING	721.47	
			CASE #0011334214-11305	251.54	
			CASE #0011334214-11305	251.54	
			CASE #0011334214-11305	251.54	
			CASE ID 0010216557	207.69	
			CASE ID 0010216557	207.69	
			CASE ID 0010216557	207.69	
			CASE ID 0012061075	192.00	
			CASE ID 0012061075	192.00	
			CASE ID 0012061075	192.00	
			CASE ID 0010420256	200.77	
			CASE ID 0010420256	200.77	
			CASE ID 0010420256	200.77	
			CASE #00124129473254854551	267.50	
			CASE #00124129473254854551	267.50	
			CASE #00124129473254854551	267.50	
		MISC VENDOR	VENUS SHELL & SUBWAY	OVERPAYMENT ALCOHOL PERMIT	150.00
			VENUS COUNTRY STORE	OVRPAYMENT ALCOHOL PERMIT	150.00
			VENUS CORNER STORE	OVERPAYMENT ALCOHOL PERMIT	90.00
			TIGAR MART 21	OVERPAYMENT ALCOHOL PERMIT	150.00
			LIQUOR DEPOT VENUS	OVERPAYMENT ALCOHOL PERMIT	570.00
			DOLLAR GENERAL	OVERPAYMENT ALCOHOL PERMIT	150.00
			BROOKSHIRE BRO	OVERPAYMENT ALCOHOL PERMIT	150.00
			RUSSELL FOSTER	RUSSELL FOSTER: GAZEBO REF	150.00
			MARIA GUILLEN	MARIA GUILLEN: CIVIC REFUN	200.00
			MELANIE WELCH	MELANIE WELCH: CIVIC REFUN	200.00
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	307.76	
			UNUM VOL LIFE	331.65	
			UNUM COBRA - KING	30.72	
		STATE COMPTROLLER	STATE COURT COSTS	7,648.34	
			TIMELY FILING DISCOUNT	640.69-	
		CITIBANK	GROOM	2,971.61	
			WOLFE	95.88	
			ESTES	1,437.13	
			GREEN	1,237.86	
			FLAGG	59.00	
			DAUGHERTY	526.09	
			GORDON	105.00	
		WEX BANK	WEX MONTHLY SERVICE FEE	4.99	
			WEX REBATE	77.52-	
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	2,633.33	
			CIGNA HEATHCARE - APRIL 20	708.91	
			TOTAL:	48,994.59	
PLANNING & DEVELOPMENT GENERAL FUND		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	329.97	
			TMRS RETIREMENT	396.71	
			TMRS RETIREMENT	422.20	
		U. S. TREASURY	FICA WITHHOLDING	218.85	

Page 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHHOLDING	233.73
			MEDICARE WITHHOLDING	51.18
			MEDICARE WITHHOLDING	54.66
		AT&T MOBILITY	FEB 20-MAR 19	42.23
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	86.27
			UNUM ER LIFE/STD/LTD	26.63
		CITY HALL ESSENTIALS	IN PERSON MEETING ON P&Z	1,031.25
			MEETING ON P&Z MILAGE	42.56
			REVIEW BANKSTON PLAT	437.50
			REVIEW BANKSTON PLAT MILAG	40.88
		TEXAS WORKFORCE COMMISSION	QTR1 2021 PLANNING & DEVEL	236.84
		MIDLOTHIAN MIRROR	REZONE AG TO SF-SMALL LOT	79.04
		BUREAU VERITAS NORTH AMERICA, INC	MISC. ACCESS STRUC/GARAGE/	150.75
			SFR SOLAR PANEL	160.00
			SFR SOLAR PANEL	160.00
			SFR SOLAR PANEL	160.00
			SFR NEW PACKAGE	1,355.61
			SFR NEW PACKAGE	1,392.57
			231 TIGER RIDGE	1,550.49
			220 TIGER RIDGE	1,308.57
			SFR SOLAR PANEL	160.00
			SFR SOLAR PANEL	160.00
			SFR SOLAR PANEL	160.00
			SFR IRRIGATION	76.92
			SFR SOLAR PANEL	160.00
			SFR NEW PACKAGE	959.13
			SFR NEW PACKAGE	959.13
			SFR NEW PACKAGE	834.81
			SFR NEW PACKAGE	707.13
			104 LADY BIRD CT	959.13
			SFR NEW PACKAGE	690.33
			SFR NEW PACKAGE	834.81
			SFR BUILDING-MISC/RE-ROOF	76.92
			SFR SOLAR PANEL	160.00
			SFR PLUMBING	76.92
			MISC-ACCESSORY STRUC/GARAG	76.92
			OSSF PACKAGE - AEROBIC SEP	600.00
			SFR PLUMBING	76.92
			SFR BUILDING-MISC/RE-ROOF	76.92
			SFR FENCE	76.92
			COMMERCIAL FIRE PACKAGE	800.00
			MISC-ACCESSORY STRUC/GARAG	265.05
			OSSF PACKAGE-AEROBIC SYSTE	600.00
			OSSF PACKAGE-AEROBIC SEPTI	600.00
			210 TIGER RIDGE	600.00
			OSSF PACKAGE -AEROBIC SEPT	600.00
			SFR IRRIGATION	76.92
			SFR IRRIGATION	76.92
			FOOD ESTABLISHMENT PLAN RE	150.00
			COMMERICAL BUILD-MISC/RE-R	508.05
		BIRKHOFF,HENDRICKS & CARTER, LLP	PATRIOT ESTATES PH 8	1,392.79
			HERITAGE HILLS PH2	222.83
			PATRIOT ESTATES PH 9	334.25
			SMITH TRACT PLAT REVIEW	222.83
			VENUS BELLA VISTA	222.83
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	3,221.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MESSER, ROCKEFELLER, & FORT , PLLC	LEGAL LEFT OFF FEB AMT DUE	7.50
			MARCH 2021 PLAN & DEV	220.00
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	<u>7,862.91</u>
			TOTAL:	35,836.25
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	803.92
			TMRS RETIREMENT	810.51
			TMRS RETIREMENT	901.67
		U. S. TREASURY	FICA WITHHOLDING	451.12
			FICA WITHHOLDING	504.35
			MEDICARE WITHHOLDING	105.51
			MEDICARE WITHHOLDING	117.95
		AT&T MOBILITY	FEB 20-MAR 19	286.83
		FRONTIER ACCESS LLC	MARCH GARBAGE	89.36
		CINTAS	MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
			MATS FOR CITY HALL	31.39
		BROADVOICE	BROADVOICE PH SERVICE	155.73
			EFAX	25.00
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	119.53
			UNUM ER LIFE/STD/LTD	132.14
		LORETTA S. MILLER	CITY HALL	125.00
			GYM	25.00
			CITY HALL	125.00
			4/14/21 CLEANING SERVICES	125.00
			CITY HALL	125.00
			CITY HALL	125.00
			GYM	25.00
		AMERIFLEX	HRA ADMIN FEES-29 EMP @ \$5	145.00
			ANNUAL COBRA ADMIN FEE	629.00
		MIDLO H2O	#5 GAL RO H2O	60.00
		XEROX FINANCIAL SERVICES	XEROX ADMIN COPIER LEASE P	129.00
		XEROX USAGE	1213 @ 0.0045/COLOR	54.59
			1738 @ 0.0050/B&W	8.69
			501 @ 0.0045 COLOR	22.55
			3,174 COPEs @ \$0.005 B&W	15.87
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		MYGOV, LLC	MYGOV SOFTWARE	26,477.00
		SHREDAMERICAN LLC	DELIVERY OF SHRED BIN	88.40
		LOWES BUSINESS ACCT/SYNCR	LATE FEE FOR MARCH 21 BILL	29.00
			ELECTED OFFICIALS DINNER	108.18
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.38
		PITNEY BOWES PURCHASE POWER	MACHINE REFILL	499.00
			LATE FEE FROM MARCH BILLIN	39.99
		TML RISK POOL	AUTOMOBILE	124.75
			GEN LIABILTY	186.50
			E&O	362.00
			REAL & PERS PROPERTY	683.25
			CRIME	54.50
			ADMIN	200.00
			WAIVER OF SUBROGATION	9.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 ADMIN	576.00
		VENUS AUTO PARTS LLC	SHARK BYTE	9.69
			BULBS	6.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COUPLERS, FITTINGS, PIPE	105.90
			PIPE FITTINGS, PLUG, COUPL	19.25
		WALMART	GOVERNMENT OFFICIALS DINNE	5.76
		TEXAS MUNICIPAL LEAGUE	FY21 RENEWAL	1,226.00
		MIDLOTHIAN MIRROR	JUVENILE CURFEW ORDINANCE	73.36
		MARSCHALL FIRE & SAFETY	3 ANNUAL FIRE EXT INSPECTI	21.00
			HYDRO TEST AND REFILL	23.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	17.97
		CAREFLITE	G. SPURLOCK	12.00
		WEX BANK	ADMIN FUEL	196.90
		GEXA ENERGY	50% CH/AUXILARY	358.95
		CARENOW CORPORATE	DRUG SCREEN	48.00
			PHYSICAL	60.00
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	2,438.56
		MESSER, ROCKEFELLER, & FORT , PLLC	MARCH 2021 GENERAL COUNSEL	4,800.00
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	17,325.73
			TOTAL:	63,666.78
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,134.03
			TMRS RETIREMENT	3,137.03
			TMRS RETIREMENT	3,275.88
		U. S. TREASURY	FICA WITHHOLDING	1,718.16
			FICA WITHHOLDING	1,799.23
			MEDICARE WITHHOLDING	401.81
			MEDICARE WITHHOLDING	420.77
		GT DISTRIBUTORS, INC	14 GLOCK 45 FS 3 MAGS @ \$4	6,006.00
			1 GLOCK 17 FS 9MM	429.00
		AT&T MOBILITY	FEB 20-MAR 19	657.62
		ARMSTRONG FORENSIC LABORATORY, INC	SEIZED DRUG TESTING	110.00
			DRUG TESTING	300.00
		BROADVOICE	BROADVOICE PH SERVICE	155.73
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	544.82
			UNUM ER LIFE/STD/LTD	545.77
		LORETTA S. MILLER	POILCE	125.00
			POLICE	125.00
			4/14/21 CLEANING SERVICES	125.00
			POLICE	125.00
			POLICE	125.00
		COURIE BRYANT	SPURLOCK	526.00
		XEROX FINANCIAL SERVICES	XEROX PD COPIER LEASE PYMN	99.00
		XEROX USAGE	420 @ 0.0050/B&W	2.10
			948 COPEs @ \$0.005 B&W	4.74
		H & E AUTO INC	OIL CHANGE 8746	45.00
			OIL CHANGE 6795	45.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		A1 EXPRESS COMPLETE CAR CARE	OIL CHANGE #8746	45.00
			NEW BATTERY #3607	288.00
		TML RISK POOL	AUTOMOBILE	1,578.25
			LAW ENFORCEMENT	1,649.50
			POLICE	4,991.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 POLICE	1,766.60
		VENUS AUTO PARTS LLC	KEYS TO STORAGE ROOM	19.90
			LOW BEAM HEADLIGHT & LABOR	27.99
			5W30 VALV OIL	8.99
			10 KEYS FOR CIVIC CTR @ \$2	21.90
			WASHER FLUID/DOWEL RODS	6.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MARSCHALL FIRE & SAFETY	HEAD LAMP #6795	12.99
			1 ANNUAL FIRE EXT INSPECTI	7.00
			6 ANNUAL FIRE EXT INSPECTI	42.00
			HYDRO TESTING	23.00
			2 NEW EXTINGUISHERS	116.00
		JOHNSON COUNTY TREASURER	MARCH INMATE BILLING	50.71
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	PD/WATER	17.96
		WEX BANK	POLICE FUEL	2,470.71
		GEXA ENERGY	OLD PD/50% CH	361.50
		FRONTIER COMMUNICATIONS	PD FAX LINE	92.65
		KASEY CASHEN	130 T-SHIRTS	1,690.00
		JACK W. GRIFFIN	RANGE PRIVILAGES FOR PD	500.00
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	11,983.75
		LINDA KNIGHT	LINDA KNIGHT-FACE PAINTING	175.00
		INFLATABLE PARTY MAGIC LLC.	INFLATABLE/ROCK CLIMB	1,330.25
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	62,146.87
			TOTAL:	116,289.19
CODE ENFORCE/ANIMAL CO GENERAL FUND		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	182.60
			TMRS RETIREMENT	180.70
			TMRS RETIREMENT	180.70
		U. S. TREASURY	FICA WITHHOLDING	89.76
			FICA WITHHOLDING	89.76
			MEDICARE WITHHOLDING	20.99
			MEDICARE WITHHOLDING	20.99
		AT&T MOBILITY	FEB 20-MAR 19	56.10
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	45.62
			UNUM ER LIFE/STD/LTD	32.62
		SPCA OF TEXAS	ANIMAL DROP OFF FEE	210.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 ANIMAL CONTROL/C	144.00
		VENUS AUTO PARTS LLC	GOOF OFF	8.69
			WD-40	9.99
			WASH BRUSH	15.99
		MIDLOTHIAN MIRROR	PH-SUBSTANDARD BLDG	162.46
		WEX BANK	CODE ENFORCEMENT/ANIMAL CO	163.57
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	1,201.55
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	3,251.71
			TOTAL:	6,067.80
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	197.87
			TMRS RETIREMENT	199.28
			TMRS RETIREMENT	199.28
		U. S. TREASURY	FICA WITHHOLDING	115.66
			FICA WITHHOLDING	115.66
			MEDICARE WITHHOLDING	27.05
			MEDICARE WITHHOLDING	27.05
		BILL J. SCOTT	MUNICIPAL JUDGE	800.00
		BENNETT'S OFFICE SUPPLY	CODE CITATION BOOKS	228.80
		AT&T MOBILITY	FEB 20-MAR 19	38.25
		RODNEY RAMSEY	COURT PROSECUTOR	300.00
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	55.55
			UNUM ER LIFE/STD/LTD	42.50
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		TML RISK POOL	COURT	29.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 COURT	144.00
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	708.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	<u>4,303.37</u>
			TOTAL:	8,414.23
FIRE DEPARTMENT	GENERAL FUND	TML RISK POOL	AUTOMOBILE	1,159.00
			VOL FIRE	459.00
		GEXA ENERGY	FIRE DEPARTMENT	203.97
		COMMUNITY FIRST NATIONAL BANK	FY20-21 ANNUAL PAYMENT	<u>27,087.00</u>
			TOTAL:	28,908.97
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	578.26
			TMRS RETIREMENT	609.59
			TMRS RETIREMENT	587.58
		U. S. TREASURY	FICA WITHHOLDING	355.20
			FICA WITHHOLDING	342.36
			MEDICARE WITHHOLDING	83.06
			MEDICARE WITHHOLDING	80.06
		AT&T MOBILITY	FEB 20-MAR 19	175.36
		FRONTIER ACCESS LLC	MARCH GARBAGE	118.96
		CINTAS	WEEKLY SERVICE	18.48
			WEEKLY SERVICE	18.48
			WEEKLY SERVICE	18.48
			WEEKLY SERVICE	18.48
			PW WEEKLY SERVICES	18.48
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	121.51
			UNUM ER LIFE/STD/LTD	101.93
		LOWES BUSINESS ACCT/SYNCB	MOTION SENSOR/CLEANER	90.24
			REFUND ON THE CLEANER	6.88-
		TML RISK POOL	AUTOMOBILE	284.00
			MOBILE EQUIPMENT	106.12
			PUBLIC WORKS	894.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 PUBLIC WORKS	422.03
		TXU ENERGY	STLG 1 78924SD	1,625.15
			STLG 2 61834SD	75.18
			STLG-C LE 22287LE	1,029.36
			STLG-C LE 141-180	145.03
		WALMART	DIVIDER/BINDERS	6.50
		MARSHALL FIRE & SAFETY	16 ANNUAL FIRE EXT INSPECT	112.00
			HYDRO TEST AND REFILL	36.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157	27.13
		WEX BANK	PW-STREETS	764.71
		GEXA ENERGY	PUBLIC WORKS	609.92
		C S LEE TIRE & AUTO SVC #4	TIRES FOR 07 CHEVY PW TRUC	666.88
		FRONTIER COMMUNICATIONS	PW LANDLINES	158.16
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	2,303.96
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	<u>12,692.53</u>
			TOTAL:	25,288.29
NON-DEPARTMENTAL	CPF-2020 BOND PROC BIRKHOFF,HENDRICKS & CARTER, LLP		VENUS PARKWAY	<u>4,695.59</u>
			TOTAL:	4,695.59
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	86.91
			TMRS RETIREMENT	87.67
			TMRS RETIREMENT	87.67
		U. S. TREASURY	FEDERAL WITHHOLDING	69.98
			FEDERAL WITHHOLDING	69.77
			FICA WITHHOLDING	77.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	<u>18.16</u>
			TOTAL:	593.61
SPECIAL REV DEPT/VCSDC VENUS COMM DEVELOP TEXAS MUNICIPAL RETIREMENT SYSTEM			TMRS RETIREMENT	131.85
			TMRS RETIREMENT	133.00
			TMRS RETIREMENT	133.01
		U. S. TREASURY	FICA WITHHOLDING	77.64
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	18.16
		AT&T MOBILITY	FEB 20-MAR 19	34.58
		FRONTIER ACCESS LLC	MARCH GARBAGE	88.64
		CINTAS	WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICES	4.15
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-05	30.72
			UNUM ER LIFE/STD/LTD	24.93
		LORETTA S. MILLER	CIVIC CENTER	75.00
			CIVIC CENTER	75.00
			CIVIC CENTER	75.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 VCSDC	126.10
		VENUS AUTO PARTS LLC	GAS CAN	13.99
			2 CANS OIL @ \$2.49 EACH	4.98
			SPOUT FOR GAS CAN	9.99
			SUPPLIES FOR FIELDER PARK	30.19
			DUPLEX & FLIP COVERS	14.98
		MIDLOTHIAN MIRROR	PH-VCSDC CAP PROJECT	70.72
			TYPE B CAPITAL PROJECT	70.72
		MARSCHALL FIRE & SAFETY	2 ANNUAL FIRE EXT INSPECTI	14.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67	22.73
			CR 213 IRRIGATION	22.73
		WEX BANK	TYPE B FUEL	65.94
		GEXA ENERGY	PARKS/CIVIC CENTER	1,123.89
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	708.91
		MESSER, ROCKEFELLER, & FORT , PLLC	LEGAL LEFT OFF FEB AMT DUE	190.00
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	<u>2,960.95</u>
			TOTAL:	6,464.91
PUBLIC WORKS	STREET TAX FUND	TEXAS MATERIALS GROUP, INC	22.28 TONS COLD MIX/ASPHAL	2,114.59
			24 TONS GRADE 2 ASPHALT	<u>2,592.00</u>
			TOTAL:	4,706.59
NON-DEPARTMENTAL	BRAHMAN RANCH PID	AUC GROUP, LLC	FIRST MONTH PAYMENT	14,750.00
			LAST MONTH PAYMENT	<u>14,750.00</u>
			TOTAL:	29,500.00
NON-DEPARTMENTAL	BRAHMAN RANCH PID	JACOB MARTIN, LLC	BRAHMAN WWTP	6,250.00
		MIDLOTHIAN MIRROR	PH REVISION OF BOUNDARIES	551.20
			PH-PID ASSESSMENTS	370.24
		BIRKHOFF, HENDRICKS & CARTER, LLP	BRAHMAN RANCH	668.49
		MESSER, ROCKEFELLER, & FORT , PLLC	LEGAL SERVICES-BRAHMAN RAN	<u>2,640.00</u>
			TOTAL:	10,479.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	PATRIOT ESTATES (L MESSER, ROCKEFELLER,& FORT , PLLC		KICK-OFF PID MEETING	<u>300.00</u>
			TOTAL:	300.00
NON-DEPARTMENTAL	WATER & SEWER FUND TEXAS MUNICIPAL RETIREMENT SYSTEM		TMRS RETIREMENT	743.81
			TMRS RETIREMENT	771.31
			TMRS RETIREMENT	860.07
	U. S. TREASURY		FEDERAL WITHHOLDING	619.31
			FEDERAL WITHHOLDING	728.36
			FICA WITHHOLDING	645.28
			FICA WITHHOLDING	723.90
			MEDICARE WITHHOLDING	150.92
			MEDICARE WITHHOLDING	169.31
	CHILD SUPPORT DISTRIBUTION FUND		CASE ID 0014129442	436.46
			CASE ID 0014129442	436.46
			CASE ID 0014129442	436.46
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
	MISC VENDOR	COOK, DARRELL	01-0282-02	111.73
		MEDRANO ALFARO , LIZ	01-0400-02	10.66
		PEACHTREE CONSTRUCTI	03-0020-02	1,250.00
		COOK, DARRELL	01-0282-02	111.73
	FIRST UNUM LIFE INSURANCE CO		UNUM DENTAL/VISION 2021-05	60.28
			UNUM VOL LIFE	95.25
	STATE COMPTROLLER		TOTAL SALES TAXES COLLECTE	3,297.26
			SALES TAXES PAID ON PURCHA	18.59-
			TIMELY PAYMENT DISCOUNT	16.34-
	CAREFLITE		CITIZEN CAREFLITE BILLING	313.00
	CIGNA HEATHCARE		CIGNA HEATHCARE - APRIL 20	<u>1,158.90</u>
			TOTAL:	13,898.06
NON-DEPARTMENTAL	WATER & SEWER FUND TEXAS MUNICIPAL RETIREMENT SYSTEM		TMRS RETIREMENT	1,128.45
			TMRS RETIREMENT	1,170.17
			TMRS RETIREMENT	1,304.83
	U. S. TREASURY		FICA WITHHOLDING	645.27
			FICA WITHHOLDING	723.88
			MEDICARE WITHHOLDING	150.90
			MEDICARE WITHHOLDING	169.30
	ATMOS ENERGY CORP.		301 S. MAIN ST	119.61
	CITY OF MIDLOTHIAN		9,295,900 GAL	57,697.20
	AT&T MOBILITY		FEB 20-MAR 19	169.71
	FRONTIER ACCESS LLC		MARCH MONTHLY CONTRACT	19,900.41
			MARCH MONTHLY CONTRACT	26,681.52
	CINTAS		WEEKLY SERVICE	21.10
			WEEKLY SERVICE	21.10
			WEEKLY SERVICE	21.10
			WEEKLY SERVICE	21.10
			WEEKLY SERVICES	21.10
	UNITED COOPERATIVE		FM 157/WASTE WATER TREAT	99.68
			CR 213	25.00
			PLAINVIEW ACRES	26.07
			CR 214/TS2/3PH/C11	564.52
			CR 214/TS2/3PH/C11 LIFTSTA	117.99
			LIFT STATION	37.75
			CR 214 LIFT STATION	551.99
	FIRST UNUM LIFE INSURANCE CO		UNUM DENTAL/VISION 2021-05	157.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ABILENE PLUMBING SUPPLY CO., INC	UNUM ER LIFE/STD/LTD	159.10
			FULL CIRCLE CLAMPS	313.84
			FULL CIRCLE CLAMPS	128.18
			FORD BELL CLAMPS	181.16
			4' RUBBER COUPLING	22.20
			3' RUBBER COUPLING	23.34
			3' PVC SANITARY TEE	19.56
			STAINLESS STIFFENER	87.48
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		EXPRESS SAND AND GRAVEL LLC	8' SANDY LOAM TOP SOIL	285.00
		DATAPROSE, LLC	SET UP FEE-WATER BILLS	700.00
			INITIAL DEPOSIT	473.00
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.37
		TML RISK POOL	AUTOMOBILE	652.25
			GEN LIABILITY	186.50
			E&O	362.00
			MOBILE EQUIPMENT	106.13
			REAL & PERS PROPERTY	2,049.75
			W/S	1,352.00
		TEXAS WORKFORCE COMMISSION	QTR1 2021 WATER/SEWER	551.25
		VENUS AUTO PARTS LLC	BOLTS & LOCKS	25.17
			COUPLER FOR LIFT STATION	1.19
			CHAIN & HOOKS	48.86
			PROPANE AND TORCH	35.98
			CUTTING WHEELS @ LIFTSTATI	18.79
			1/8 WELDING RODS	25.99
			4 - HYDRO FLUID @ \$29.95	119.80
			RUBBER CAP	4.79
			MISC NUTS	11.28
			DEF FLUID FOR BACKHOE	27.98
		TRINITY RIVER AUTHORITY	OPERATION & MAINT	21,956.00
			DEBT SERVICE	56,207.00
		LOWER COLORADO RIVER AUTHORITY	TOTAL NITRATE	8.74
			DBPS WATER SAMPLES	213.92
		MIDLOTHIAN MIRROR	W/WW IMPACT FEES ORDINANCE	79.30
		HOLT CAT RENTAL	BACKHOE MAINT	898.98
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	59.60
		USA BLUEBOOK	10 BOXES @ \$28.17/BOX	281.70
			FREIGHT & SHIPPING	17.58
			CREDIT ON GLOVES-INV #4877	281.70-
			SHIPPING REFUND	17.58-
		WEX BANK	PW- WATER/SEWER	764.72
		GEXA ENERGY	WATER/SEWER	706.96
		ARAMARK UNIFORM SERV	ARAMARK UNIFORM SERV	33.58
			FIRST AID	33.58
			FIRST AID/WEEKLY CONTRACT	33.58
			WEEKLY CONTRACT FEE	33.58
		BIRKHOFF,HENDRICKS & CARTER, LLP	DROUGHT CONTINGENCY PLAN	222.83
			W/WW IMPACT FEE STUDY	500.00
			RRA-ERP	1,825.00
		CORE & MAIN LP	12 - NEPTUNE 5/8" METERS	3,156.00
			6 - NEPTUNE 1" METERS	2,370.00
			GASKET KIT	84.50
			USP REPAIR KIT	330.00
			6 FLG ACC RR FF ZINC B&N	36.00
			METERS/WASHERS/FLG ACC B&N	90.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2' BRASS OVAL METER W/GASK	1,120.00
			3' FLG ACC RR ZINC B&N	28.00
		CIGNA HEATHCARE	CIGNA HEATHCARE - APRIL 20	4,171.78
		MESSER, ROCKEFELLER, & FORT , PLLC	MARCH 2021 W/WW IMPACT FEE	1,121.00
		**PAYROLL EXPENSES	4/01/2021 - 4/30/2021	<u>23,471.29</u>
			TOTAL:	240,156.09
NON-DEPARTMENTAL	W/S CPF - 2018 CO	JORDAN KUHN	25% DRAW	37,239.13
		BIRKHOFF, HENDRICKS & CARTER, LLP	ENGINEERING	757.00
			ENGINEERING	23,578.66
			ENGINEERING	2,564.40
		CORE & MAIN LP	8 - 2" MACH10 METERS @ \$95	7,600.00
			111 - 5/8" METERS	27,750.00
			2- 4" MACH 10 COMPOUND MET	6,300.00
			1 - 3" MACH10 METER @ \$2,4	2,480.00
			4 - 2" MACH10 METERS @ \$95	3,800.00
			7 - 2" MACH10 METERS @ \$95	6,650.00
		DAY SERVICES, LLC	CONSTRUCTION	<u>11,765.00</u>
			TOTAL:	130,484.19

===== FUND TOTALS =====

10	GENERAL FUND	333,466.10
11	CPF-2020 BOND PROCEEDS	4,695.59
30	VENUS COMM DEVELOP	7,058.52
50	STREET TAX FUND	4,706.59
56	BRAHMAN RANCH PID	39,979.93
57	PATRIOT ESTATES (LGI) PID	300.00
60	WATER & SEWER FUND	254,054.15
64	W/S CPF - 2018 CO BONDS	130,484.19

 GRAND TOTAL: 774,745.07

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 4/01/2021 THRU 4/30/2021

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 4/01/2021 THRU 4/30/2021

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT - APRIL 2021
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO



VENUS POLICE DEPARTMENT MONTHLY REPORT April 2021

Crime Stats

	04-2021	% + or -	03-2021	02-2021	3 MONTH AVERAGE
CAD EVENTS	1384	-0.8%	1395	1207	1329
REPORTS TAKEN	26	-10.3%	29	25	27
ARRESTS	12	140.0%	5	6	8
ACCIDENTS WORKED	7	16.7%	6	8	7
TRAFFIC ASSIGNMENTS	17	-22.7%	22	10	16
TRAFFIC STOPS	180	7.8%	167	157	168
CITATIONS ISSUED	56	3.7%	54	25	45
WARNINGS ISSUED	39	39.3%	28	47	38

Significant Police Responses

Date	Call Type	Status	Notes
04/07/2021	Public Intox	Arrest Made	Case filed with Municipal Court
04/10/2021	Hit and Run	Active	Pending Investigation
04/14/2021	Burglary of Vehicle	Active	Pending Investigation
04/19/2021	Theft Property \$2500-\$30k	Arrest Made	Construction Theft / To be filed with Ellis County DA
04/19/2021	Theft Property \$100-\$750	Suspended	Bicycle Theft - Front Yard - No Suspects
04/25/2021	Criminal Trespass Habitation	Arrest Made	To be filed with Johnson County CA
04/25/2021	Assist Other Agency	Arrest Made	Johnson County Made Arrest with our assistance



VENUS POLICE DEPARTMENT
MONTHLY REPORT
April 2021









From: GFOA Member Alert <announcements@gfoa.org>
Sent: Thursday, March 25, 2021 7:02 AM
To: Cheryl Estes
Subject: American Rescue Plan Spending

Guiding Principles for ARPA Funding

MEMBER ALERT

FROM GFOA'S FEDERAL LIAISON

American Rescue Plan Spending: Recommended Guiding Principles

Signed into law on March 11, 2021, [The American Rescue Plan Act of 2021](#) ("ARPA") provides \$350 billion in additional funding for state and local governments. [Please click here for GFOA's analysis of ARPA](#). The state funding portion is approximately \$195 billion with \$25.5 billion distributed equally among the 50 states and the District of Columbia and the remaining amount distributed according to a formula based on unemployment.

The local funding portion is approximately \$130 billion, equally divided between cities and counties. Localities will receive the funds in two tranches—the first after the U.S. Treasury certifies the proceeds to each jurisdiction and the second one year later.

For cities, \$65 billion is divided between jurisdictions that are Community Development Block Grant (CDBG) entitlement jurisdictions and those that are not. \$45.5 billion of the \$65 billion will be allocated to metropolitan cities utilizing a modified CDBG formula, and the remaining amount for jurisdictions that are non-entitlement CDBG, will be allocated according to population. For the non-entitlement jurisdictions, the amount will not exceed seventy- five percent of their most recent budget as of January 27, 2020. Additionally, non-entitlement jurisdictions proceeds will be allocated through the state for redistribution to local governments.

For counties, the \$65 billion will be allocated based on the county's population. Counties that are CDBG recipients will receive the larger of the population or CDBG-based formula.

Eligible uses of these funds include:

- Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency,
- COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery,
- Premium pay for essential workers,
- Investments in water, sewer, and broadband infrastructure.

Restrictions on the uses of these funds include:

- Funds allocated to states cannot be used to directly or indirectly to offset tax reductions or delay a tax or tax increase;
- Funds cannot be deposited into any pension fund.

Funding must be spent by the end of calendar year 2024.

As with previous COVID-19 relief packages, implementation will be an extensive process as new or updated guidance and FAQs are developed and released by the [U.S. Treasury](#). For example, the legislation requires each jurisdiction's executive to "certify" that the funds will be used for eligible purposes. That process is currently under development by the U.S. Treasury.

GFOA will provide regular updates as information becomes available. If you have specific questions or need clarification, GFOA has launched an [online portal](#) to gather member questions to help shape engagement and solicit answers from the Administration.

For many jurisdictions, the funding provided under ARPA is substantial and could be transformational for states and local governments in their pandemic rescue and recovery efforts. Elected leaders will need to decide how to best use the additional funding consistent with the ARPA requirements, which are very broad. Finance officers play a critical role in advising elected leaders on the prudent spending of moneys received under ARPA. *Finance officers are best positioned to help ensure the long-term value of investments and financial stability of its government using this one-time infusion of resources.* When considering how to best advise elected officials and plan for the prudent use of ARPA funds, we offer the following outline of Guiding Principles for the use of ARPA funds:

GFOA American Rescue Plan Act Guiding Principles

Temporary Nature of ARPA Funds. ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures.

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.

- Replenishing reserves used to offset revenue declines during the pandemic should be given high priority to rebuild financial flexibility/stability and restore fiscal resiliency.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long-term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Take Time and Careful Consideration. ARPA funds will be issued in two tranches to local governments. Throughout the years of outlays, and until the end of calendar year 2024, consider how the funds may be used to address rescue efforts and lead to recovery.

- Use other dedicated grants and programs first whenever possible and save ARPA funds for priorities not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.

The influx of funds will undoubtedly benefit state and local finances, and aid in the recovery from the budgetary, economic, and financial impacts of the pandemic. Rating agencies will evaluate a government's use of the ARPA funds in formulating its credit opinion and, importantly, will consider your government's level of reserves and structural budget balance, or efforts to return to structural balance, as part of their credit analysis. Finance officers will play a critical role in highlighting the need to use ARPA funds prudently with an eye towards long-term financial stability and sustainable operating performance. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived

assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize.



Government Finance Officers Association of the United States & Canada

203 N. LaSalle Street - Suite 2700 | Chicago, IL 60601-1210

Phone: (312) 977-9700 - Fax: (312) 977-4806



If you would like to unsubscribe, please [click here](#).

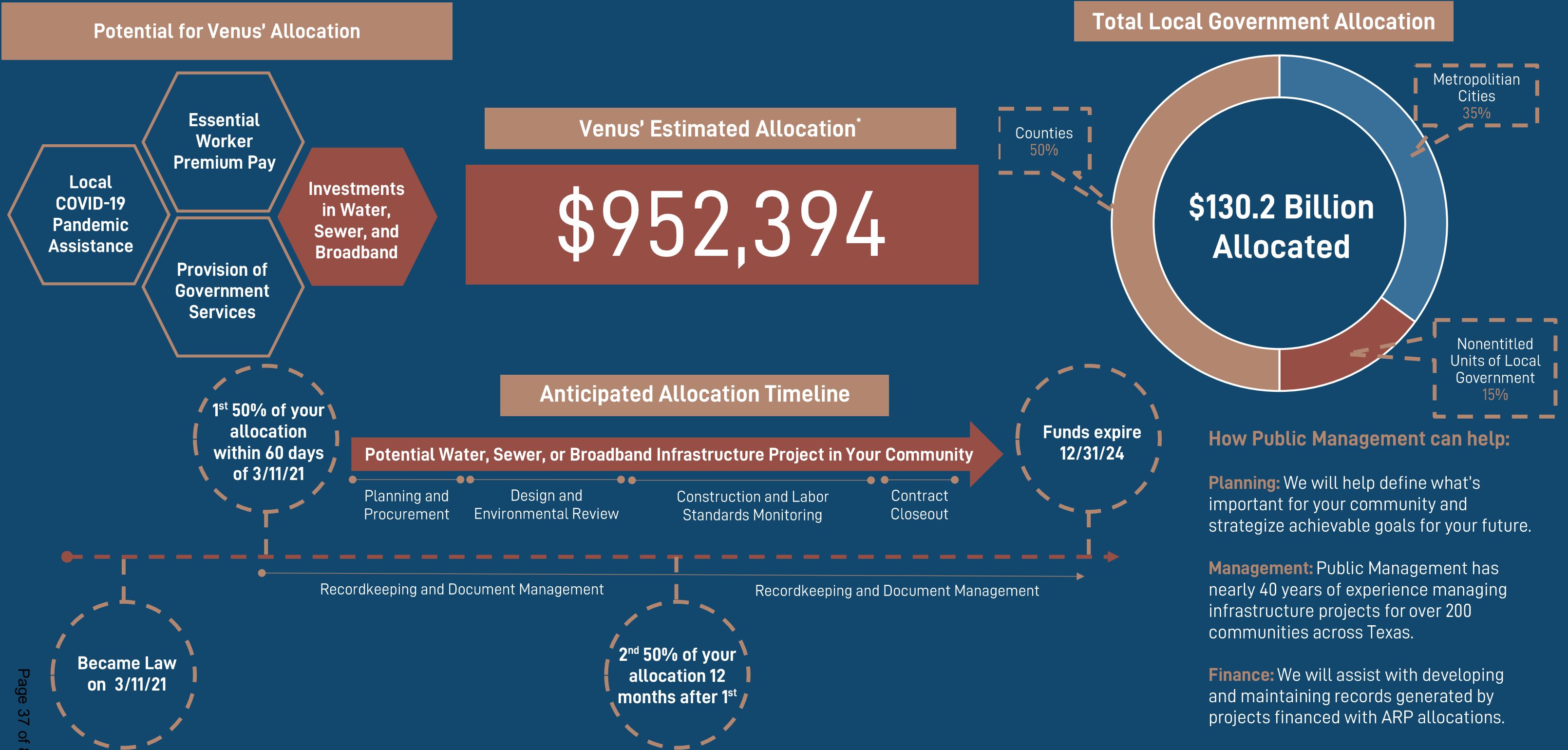


AMERICAN RESCUE PLAN ACT OF 2021

Coronavirus Local Fiscal Recovery Fund



President Joe Biden signed the American Rescue Plan of 2021 into law on March 11, 2021. The legislation sends billions of dollars to state and local governments to supplement community efforts to address the COVID-19 Pandemic.



*Disclaimer: Processes presented in this graphic have been retrieved from the text of the American Rescue Plan of 2021 and might change as the U.S. Department of Treasury issues more guidance on implementing this legislation. Your community's estimated allocation is based on U.S. Congress calculations <https://www.democrats.senate.gov/final-state-and-local-allocation-output-030821>

2021

City of Venus Planning Submittal Calendar

January						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Application Submittal Review Date	Staff Comments Due	Final Revision Due	P&Z Agenda deadline	P&Z and/or BOA Meeting	# of days	City Council Meeting
1/19/2021	2/3/2021	2/10/2021	2/15/2021	2/18/2021	30	3/8/2021
2/16/2021	3/3/2021	3/10/2021	3/15/2021	3/18/2021	30	4/12/2021
3/23/2021	4/7/2021	4/14/2021	4/19/2021	4/22/2021	30	5/10/2021
4/20/2021	5/5/2021	5/12/2021	5/17/2021	5/20/2021	30	6/14/2021
5/25/2021	6/9/2021	6/16/2021	6/21/2021	6/24/2021	30	7/12/2021
6/22/2021	7/7/2021	7/14/2021	7/19/2021	7/22/2021	30	8/9/2021
7/20/2021	8/4/2021	8/11/2021	8/16/2021	8/19/2021	30	9/13/2021
8/24/2021	9/8/2021	9/15/2021	9/20/2021	9/23/2021	30	10/11/2021
9/21/2021	10/6/2021	10/13/2021	10/18/2021	10/21/2021	30	11/8/2021
10/19/2021	11/3/2021	11/10/2021	11/15/2021	11/18/2021	30	12/13/2021
11/22/2021	12/7/2021	12/14/2021	12/17/2021	12/22/2021	30	1/10/2022
12/21/2021	1/5/2022	1/12/2022	1/14/2022	1/20/2022	30	2/14/2022
City Holidays						



City Council Agenda Item Report

May 10, 2021

Cheryl Estes, Finance Director

972-366-3348 ext. 208

cestes@cityofvenus.org

**DISCUSS, CONSIDER AND APPROVE THE CITY'S QUARTERLY INVESTMENT
REPORT FOR THE QUARTER ENDED MARCH 31, 2021**

1. BACKGROUND/HISTORY:

Per the Public Funds Investment Act and the City's Investment Policies, "a quarterly report shall be submitted to the City Council detailing investment transactions and performance for the reporting periods, and these reports shall be formally reviewed by the City's independent auditors on an annual basis and the results of the review shall be reported to the City Council."

2. FINDINGS / CURRENT ACTIVITY:

The attached report for the quarter ended March 31, 2021 was prepared in accordance to and to comply with City policies and state law for the current fiscal year. The City's cash and investments were properly secured and collateralized by the City's financial institutions.

3. RECOMMENDATIONS:

City management recommends approval of the quarterly investment report as presented.

4. ATTACHMENTS:

Quarterly Cash & Investment Report Ended March 31, 2021 – By Investment Type
Quarterly Cash & Investment Report Ended March 31, 2021 – By Fund

**CASH AND INVESTMENTS REPORT
QUARTER ENDED MARCH 31, 2021**

Account Name	Beginning		Deposits	Withdrawals	Transfers	Interest	Ending		Rate	Collateralization					
	Bank Balance						Bank Balance			Interest Bearing	Non-Interest Bearing				
Cash Accounts															
10-0122 HRA Account	\$	5,205.86	\$	-	\$	(1,352.21)	\$	-	\$	-	\$	3,853.65		\$	3,853.65
99-0100 Pooled Cash		390,281.87		3,822,606.19		(2,571,859.38)		(968,596.50)		-		672,432.18			672,432.18
Total Cash Accounts		395,487.73		3,822,606.19		(2,573,211.59)		(968,596.50)		-		676,285.83			
Money Market Accounts															
10-0102 General Fund Operating Savings		1,035,750.03		81,912.57		(305.00)		727,000.00		1,380.47		1,845,738.07	0.50%	\$	1,845,738.07
12-0106 Patriot/HH Force Main Escrow		1,085,637.39		510,930.29		(290,081.41)		-		823.29		1,307,309.56	0.25%		1,307,309.56
30-0102 VCSDC Operating Account		169,973.85		-		-		25,000.00		76.34		195,050.19	0.15%		195,050.19
55-0105 Bluestem Hills PID		15,809.94		25,490.85		(560.00)		-		12.24		40,753.03	0.15%		40,753.03
60-0102 W/S Operating Savings		1,445,369.35		-		-		(500,000.00)		1,309.95		946,679.30	0.50%		946,679.30
60-0104 W/S Debt I&S Savings		304,325.46		-		-		(263,173.00)		155.93		41,308.39	0.47%		41,308.39
64-0102 2018 CO Bonds Savings		1,952,311.63		-		-		(520,230.50)		2,400.82		1,434,481.95	0.50%		1,434,481.95
Total Money Market Accounts		6,009,177.65		618,333.71		(290,946.41)		(531,403.50)		6,159.04		5,811,320.49			
Certificates of Deposit*															
10-0137 CDARS-General Fund 12m		533,095.29		-		-		-		-		533,095.29	0.50%		533,095.29
60-0105 CNB of Texas - W/S Fund1 6m		52,284.42		-		-		-		-		52,284.42	0.55%		52,284.42
60-0105 CNB of Texas - W/S Fund2 6m		27,931.47		-		-		-		104.33		28,035.80	0.55%		28,035.80
Total Certificates of Deposit		613,311.18		-		-		-		104.33		613,415.51			
Government Investment Pools															
10-0133 Texas Term General Fund		12,327.66		-		-		-		1.78		12,329.44	0.03%		
10-0134 TexPool General Operating Fund		506,098.30		-		-		1,000,000.00		139.69		1,506,237.99	0.03%	Total uninsured	6,351,021.83
11-0105 TexPool 2020 CO Bond Funds		4,144,288.56		-		-		-		415.95		4,144,704.51	0.03%		
30-0103 TexPool VCSDC Fund		77,078.66		-		-		-		7.73		77,086.39	0.03%	102% uninsured	6,478,042.27
60-0116 TexPool W/S Operating Fund		131,377.57		-		-		500,000.00		38.57		631,416.14	0.03%	Collateral	6,664,000.00
60-0117 TexPool 2002 Force Main Constr		344.53		-		-		-		-		344.53	0.03%	(Over) under collateral	\$ (185,957.73)
64-0105 TexPool 2018 CO Bond Funds		1,528.20		-		-		-		-		1,528.20	0.03%		
Total Government Investment Pools		4,873,043.48		-		-		1,500,000.00		603.72		6,373,647.20			
Total Cash and Investments	\$	11,891,020.04	\$	4,440,939.90	\$	(2,864,158.00)	\$	-	\$	6,867.09	\$	13,474,669.03			

*Accrued interest as of March 31, 2021 was \$913.62.

This reports complies with the Public Funds Investment Act and Venus City policies for investments.

Finance Director: _____

**CASH AND INVESTMENTS BY FUND
QUARTER ENDED MARCH 31, 2021**

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
GOVERNMENTAL FUNDS						
GENERAL FUND						
10-0100 Claim on Pooled Cash	\$ (480,174.42)	\$ 2,483,310.35	\$ (819,516.81)	\$ (1,565,852.97)	\$ -	\$ (382,233.85)
10-1012 MM-General Operating Savings	1,035,750.03	81,912.57	(305.00)	727,000.00	1,380.47	1,845,738.07
10-0122 HRA Account	5,205.86	-	(1,352.21)	-	-	3,853.65
10-0133 Texas Term General Fund	12,327.66	-	-	-	1.78	12,329.44
10-0134 TexPool General Operating Fund	506,098.30	-	-	1,000,000.00	139.69	1,506,237.99
10-0137 CDARS - General Fund 12m	533,095.29	-	-	-	-	533,095.29
TOTAL GENERAL FUND	1,612,302.72	2,565,222.92	(821,174.02)	161,147.03	1,521.94	3,519,020.59
DEBT SERVICE FUND						
20-0100 Claim on Pooled Cash	27,948.74	327,937.94	(327,431.34)	50,000.00	-	78,455.34
TOTAL DEBT SERVICE FUND	27,948.74	327,937.94	(327,431.34)	50,000.00	-	78,455.34
VENUS COMM SERVICES DEV FUND						
30-0100 Claim on Pooled Cash	60,796.82	77,167.68	(28,440.52)	(75,000.00)	-	34,523.98
30-0102 VCSDC Operating Account	169,973.85	-	-	25,000.00	76.34	195,050.19
30-0103 TexPool VCSDC Fund	77,078.66	-	-	-	7.73	77,086.39
TOTAL VENUS COMM SERV DEV FUND	307,849.33	77,167.68	(28,440.52)	(50,000.00)	84.07	306,660.56
COURT TECHNOLOGY FUND						
45-0100 Claim on Pooled Cash	380.00	372.00	(752.00)	-	-	-
TOTAL COURT TECHNOLOGY FUND	380.00	372.00	(752.00)	-	-	-
COURT SECURITY FUND						
46-0100 Claim on Pooled Cash	20,872.83	442.70	-	-	-	21,315.53
TOTAL COURT SECURITY FUND	20,872.83	442.70	-	-	-	21,315.53
TRUANCY PREVENTION FUND						
47-0100 Claim on Pooled Cash	1,084.20	405.20	-	-	-	1,489.40
TOTAL TRUANCY PREV FUND	1,084.20	405.20	-	-	-	1,489.40
STREET MAINTENANCE TAX FUNDS						
50-0100 Claim on Pooled Cash-Operating	36,032.77	38,583.84	(4,734.14)	-	-	69,882.47
TOTAL STREET MAINTENANCE TAX FUND	36,032.77	38,583.84	(4,734.14)	-	-	69,882.47
GF CAPITAL PROJECT FUNDS						
10-0100 Claim on Pooled Cash	-	4,953.02	(35,433.66)	-	-	(30,480.64)
10-0105 TexPool 2020 CO Bond Funds	4,144,288.56	-	-	-	415.95	4,144,704.51
50-0100 Claim on Pooled Cash-CPF Street Tax	407,948.91	-	(246,801.88)	(161,147.03)	-	(0.00)
TOTAL GF CAPITAL PROJECT FUNDS	4,552,237.47	4,953.02	(282,235.54)	(161,147.03)	415.95	4,114,223.87

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
BLUESTEM HILLS PID						
55-0105 Cash in Bank	15,809.94	25,490.85	(560.00)	-	12.24	40,753.03
TOTAL BLUESTEM HILLS PID	15,809.94	25,490.85	(560.00)	-	12.24	40,753.03
BRAHMAN RANCH PID FUND						
56-0100 Claim on Pooled Cash	21,068.69	-	(75,393.99)	500,000.00	-	445,674.70
TOTAL BRAHMAN RANCH PID FUND	21,068.69	-	(75,393.99)	500,000.00	-	445,674.70
PATRIOT ESTATES PID FUND						
57-0100 Claim on Pooled Cash	49,200.24	-	(15,273.68)	-	-	33,926.56
TOTAL PATRIOT ESTATES PID FUND	49,200.24	-	(15,273.68)	-	-	33,926.56
JMJ DEVELOPMENTS						
58-0100 Claim on Pooled Cash	-	60,000.00	(1,440.00)	-	-	58,560.00
TOTAL MJM DEVELOPMENTS	-	60,000.00	(1,440.00)	-	-	58,560.00
TOTAL GOVERNMENTAL FUNDS	\$ 6,644,786.93	\$ 3,100,576.15	\$ (1,557,435.23)	\$ 500,000.00	\$ 2,034.20	\$ 8,689,962.05
BUSINESS-TYPE ACTIVITIES						
WATER/SEWER OPERATING FUND						
60-0100 Claim on Pooled Cash	238,523.09	829,433.46	(985,123.94)	263,173.00	-	346,005.61
60-0102 MM-W/S Savings Account	1,445,369.35	-	-	(500,000.00)	1,309.95	946,679.30
60-0105 CD CNB of Texas - W/S Fund1 6m	52,284.42	-	-	-	-	52,284.42
60-0105 CD CNB of Texas - W/S Fund2 6m	27,931.47	-	-	-	104.33	28,035.80
60-0116 TexPool W/S Operating Fund	131,377.57	-	-	500,000.00	38.57	631,416.14
60-0117 TexPool 2002 Force Main Constr	344.53	-	-	-	-	344.53
TOTAL WATER/SEWER OPERATING FUND	1,895,830.43	829,433.46	(985,123.94)	263,173.00	1,452.85	2,004,765.80
W/S DEBT SERVICE FUND						
60-0104 MM-W/S Debt I&S Account	304,325.46	-	-	(263,173.00)	155.93	41,308.39
TOTAL W/S DEBT SERVICE FUND	304,325.46	-	-	(263,173.00)	155.93	41,308.39
W/S CAPITAL PROJECTS FUND						
12-0100 Claim on Cash-LGI/HH Sewer Escrow	-	-	-	-	-	-
12-0106 LGI/HH Sewer Force Main Escrow	1,085,637.39	510,930.29	(290,081.41)	-	823.29	1,307,309.56
64-0100 Claim on Pooled Cash	6,600.00	-	(31,517.42)	20,230.50	-	(4,686.92)
64-0102 2018 MM CO Bond Account	1,952,311.63	-	-	(520,230.50)	2,400.82	1,434,481.95
64-0105 TexPool 2018 CO Bond Fund	1,528.20	-	-	-	-	1,528.20
TOTAL CAPITAL PROJECTS FUND	3,046,077.22	510,930.29	(321,598.83)	(500,000.00)	3,224.11	2,738,632.79
TOTAL BUSINESS-TYPE ACTIVITIES	5,246,233.11	1,340,363.75	(1,306,722.77)	(500,000.00)	4,832.89	4,784,706.98
TOTAL CASH AND INVESTMENTS	\$ 11,891,020.04	\$ 4,440,939.90	\$ (2,864,158.00)	\$ -	\$ 6,867.09	\$ 13,474,669.03

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
99-0100 POOLED CASH ACCOUNT:						
10-0100 Claim on Cash-General Fund	\$ (480,174.42)	\$ 2,483,310.35	\$ (819,516.81)	\$ (1,565,852.97)	\$ -	\$ (382,233.85)
11-0100 Claim on Cash-CPF 2020 Bonds	-	4,953.02	(35,433.66)	-	-	(30,480.64)
12-0100 Claim on Cash-LGI/HH Sewer Escrow	-	-	-	-	-	-
20-0100 Claim on Cash-Debt Service Fund	27,948.74	327,937.94	(327,431.34)	50,000.00	-	78,455.34
30-0100 Claim on Cash-VCSDC	60,796.82	77,167.68	(28,440.52)	(75,000.00)	-	34,523.98
40-0100 Claim on Cash-Grants Fund	-	-	-	-	-	-
45-0100 Claim on Cash-Court Technology Fund	380.00	372.00	(752.00)	-	-	-
46-0100 Claim on Cash-Court Security Fund	20,872.83	442.70	-	-	-	21,315.53
47-0100 Claim on Cash-Truancy Prevent Fund	1,084.20	405.20	-	-	-	1,489.40
50-0100 Claim on Cash-Street Tax Fund	36,032.77	38,583.84	(4,734.14)	-	-	69,882.47
51-0100 Claim on Cash-CPF Street Tax	407,948.91	-	(246,801.88)	(161,147.03)	-	(0.00)
56-0100 Claim on Cash-Brahman Ranch PID	21,068.69	-	(75,393.99)	500,000.00	-	445,674.70
57-0100 Claim on Cash-Patriot Estates PID	49,200.24	-	(15,273.68)	-	-	33,926.56
58-0100 Claim on Cash-JMJ Developments	-	60,000.00	(1,440.00)	-	-	58,560.00
60-0100 Claim on Cash-Water/Sewer Fund	238,523.09	829,433.46	(985,123.94)	263,173.00	-	346,005.61
64-0100 Claim on Cash-W/S 2018 Bonds	6,600.00	-	(31,517.42)	20,230.50	-	(4,686.92)
Total 99-0100 Pooled Cash Account	\$ 390,281.87	\$ 3,822,606.19	\$ (2,571,859.38)	\$ (968,596.50)	\$ -	\$ 672,432.18



City Council Agenda Item Report
May 10, 2021
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org

**DISCUSS AND CONSIDER APPROVAL OF THE CREATION OF TWO NEW
ACCOUNTING FUNDS IN THE CITY'S FINANCIAL ACCOUNTING SOFTWARE
RELATED TO NEWLY ADOPTED IMPACT FEES**

1. BACKGROUND/HISTORY:

The City's financial policies require that City Council adopt any new accounting funds set up in the City's financial accounting software.

2. FINDINGS / CURRENT ACTIVITY:

The City recently adopted an ordinance to create water and sewer impact fees from new development to be used strictly for the purposes as set forth in the Capital Improvement Plan for future growth. State law requires that these funds be accounted for separate from all other money of the City. Proper segregation requires new accounting funds to be set up in Incode, the City's financial accounting software.

3. RECOMMENDATIONS

City management recommends the approval of new accounting Fund 61 to account for water impact fees, and new accounting Fund 62 to account for sewer impact fees.

4. ATTACHMENTS:

None



City Council Agenda Item Report
May 10, 2021
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org

**DISCUSS AND CONSIDER APPROVAL OF 3.4% PRICE INCREASE IN CONTRACTED RATES
WITH FRONTIER WASTE SOLUTIONS FOR SANITATION SERVICES**

1. BACKGROUND/HISTORY:

The City entered into a three-year contract with Frontier Waste Solutions on April 9, 2019 for City sanitation services. Per Section 10 of the contract, on each anniversary date of the agreement, Frontier has the right to increase/decrease rates based on the change in the Consumer Price Index (CPI-U) for all urban consumers. In addition to the CPI-U rate adjustment, the contract states that Frontier may petition the City for additional rate and price adjustments on the basis of material or unusual changes in its cost of operations.

Until now, Frontier Waste Solutions has not requested any type of rate increase since the inception of this contract on April 9, 2019.

2. FINDINGS / CURRENT ACTIVITY:

On April 9, 2021, Frontier requested a 3.4% rate increase based on the change in the CPI-U from March 2020 and March 2021. The rate increase will be effective June 1, 2021. If the City passes this increase on to customers, monthly charges billed on June 30, 2021 will change as follows:

Residential

One roll-out and one recycle bin - increase of \$0.71 – from \$16.04 to \$16.75 per month

Extra roll-out – decrease of \$4.80 – from \$10.83 to \$6.03 per month

Small Business

Commercial Hand Loader – increase of \$1.72 – from \$20.03 to \$21.74 per month

Commercial Extra Card – increase of \$1.03 – from \$12.02 to \$13.05 per month

Commercial

Based on size and frequency

3. RECOMMENDATIONS

City management recommends approving the CPI-U rate increase of 3.4% and to pass this increase to customers.

4. ATTACHMENTS:

Rate increase request letter from Frontier Waste Solutions

CPI-U rate change – U.S. Bureau of Labor Statistics

Sanitation Rate Analysis

Sanitation contract signed April 9, 2019



P.O. Box 1283 • Hillsboro, TX 76645
1-888-854-2905 • www.frontierwaste.com

Andy Wolfe
City Administrator
City of Venus
PO Box 380
Venus, TX 76084-0380

Date: April 9, 2021

Re: Solid Waste Price Increase

Mr. Wolfe,

Per Section 10. Rate Adjustment, of the service contract dated 4/9/2019 between Frontier Access, LLC. and the City of Venus, I respectfully request an increase to the negotiated rates.

Therefore, we are requesting an annual increase based on the difference between the CPI in March of 2020 and March 2021. The difference in the CPI is 3.40%.

The rate adjustment will be effective June 1, 2021. I have attached a revised rate sheet for your review.

If you have any questions or need additional information, please feel free to contact me at 940-453-8839.

Best Regards,

Tim Henderson
Vice President
Frontier Waste Solutions
thenderson@frontierwaste.com

City of Venus Trash Rate Increase
Effective Date: June 1, 2021

CPI Current (03/2021)	247.00
CPI Former (03/2020)	238.87
CPI Variance	8.13
CPI Adjustment %	3.40%

3.40%

Current Handload

Residential Rate	\$ 14.25
Resi Extra Cart	\$ 5.13
Comm Hand Load	\$ 18.50
Comm Extra Cart	\$ 11.10

Proposed Handload

Residential Rate	\$ 0.49	\$ 14.74
Resi Extra Cart	\$ 0.17	\$ 5.30
Comm Hand Load	\$ 0.63	\$ 19.13
Comm Extra Cart	\$ 0.38	\$ 11.48

Current Dumpsters

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 57.61	\$ 100.05	\$ 178.87				\$ 57.61
3 Yard	\$ 72.77	\$ 130.36	\$ 231.94				\$ 72.77
4 Yard	\$ 87.92	\$ 160.67	\$ 256.19				\$ 87.92
6 Yard	\$ 118.24	\$ 210.71	\$ 291.05				\$ 118.24
8 Yard	\$ 148.56	\$ 247.09	\$ 347.14				\$ 148.56

Proposed Dumpsters

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 59.57	\$ 103.46	\$ 184.96	\$ -	\$ -	\$ -	\$ 59.57
3 Yard	\$ 75.25	\$ 134.80	\$ 239.83	\$ -	\$ -	\$ -	\$ 75.25
4 Yard	\$ 90.91	\$ 166.14	\$ 264.91	\$ -	\$ -	\$ -	\$ 90.91
6 Yard	\$ 122.26	\$ 217.88	\$ 300.96	\$ -	\$ -	\$ -	\$ 122.26
8 Yard	\$ 153.62	\$ 255.50	\$ 358.96	\$ -	\$ -	\$ -	\$ 153.62

Current Roll-off

	Haul	Disposal	Rent	Delivery
20 yard	\$ 120.00	\$ 45.00	\$ 3.00	\$ 150.00
30 yard	\$ 160.00	\$ 45.00	\$ 3.00	\$ 150.00
40 yard	\$ 210.00	\$ 45.00	\$ 3.00	\$ 150.00
Sludge	\$ -	\$ -	\$ -	\$ -
Compactor				

Proposed Roll-off

	Haul	Disposal	Rent	Delivery
20 yard	\$ 124.08	\$ 46.53	\$ 3.10	\$ 155.11
30 yard	\$ 165.45	\$ 46.53	\$ 3.10	\$ 155.11
40 yard	\$ 217.15	\$ 46.53	\$ 3.10	\$ 155.11
Sludge	\$ -	\$ -	\$ -	\$ -
Compactor	\$ -	\$ -	\$ -	\$ -

Proposal accepted for 6/1/2021 effective date

Signature

Print Name

Title



Databases, Tables & Calculators by Subject

Change Output Options: From: 2020 ▼ To: 2021 ▼ ☐ include graphs ☒ include annual averages[More Formatting Options](#) ➡

Data extracted on: April 16, 2021 (10:42:34 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS37ASA0, CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	238.935		238.865		236.317		239.888		240.658		239.544		239.081	237.910	240.253
2021	242.513		246.995												

12-Month Percent Change

Series Id: CUURS37ASA0, CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban consumers, not seasonally adjusted

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	2.1		1.0		-0.5		0.4		0.4		0.3		0.6	0.6	0.5
2021	1.5		3.4												

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)

City of Venus Sanitation Rate Increase

Effective June 1, 2021 3.40%

Handload

	Current		8.25%		
	FT current rates	City Admin Fee	City's current rate	Sales Tax	Total City charge
Residential Rate	\$ 14.25	\$ 0.57	\$ 14.82	\$ 1.22	\$ 16.04
Resi Extra Cart	\$ 5.13	\$ 4.87	\$ 10.00	\$ 0.83	\$ 10.83
Comm Hand Load	\$ 18.50		\$ 18.50	\$ 1.53	\$ 20.03
Comm Extra Cart	\$ 11.10		\$ 11.10	\$ 0.92	\$ 12.02

Handload

	5%		8.25%		
	FT new rates	City Admin Fee	City's new rates	Sales Tax	Total City charge
Residential Rate	\$ 14.73	\$ 0.74	\$ 15.47	\$ 1.28	\$ 16.75
Resi Extra Cart	\$ 5.30	\$ 0.27	\$ 5.57	\$ 0.46	\$ 6.03
Comm Hand Load	\$ 19.13	\$ 0.96	\$ 20.09	\$ 1.66	\$ 21.74
Comm Extra Cart	\$ 11.48	\$ 0.57	\$ 12.05	\$ 0.99	\$ 13.05

Dumpsters

Dumpsters	5%																		5%											
	FT new rates		City Admin Fee		City's new rates		FT new rates		City Admin Fee		City's new rates		FT new rates		City Admin Fee		City's new rates		FT new rates		City Admin Fee		City's new rates							
	1x						2x						3x						4x		5x		6x		Extra					
2 yard	\$	59.57	\$	2.98	\$	62.55	\$	103.46	\$	5.17	\$	108.63	\$	184.96	\$	9.25	\$	194.21	\$	-	\$	-	\$	-	\$	59.57	\$	2.98	\$	61.95
3 yard	\$	75.25	\$	3.76	\$	79.01	\$	134.80	\$	6.74	\$	141.54	\$	239.83	\$	11.99	\$	251.82	\$	-	\$	-	\$	-	\$	75.25	\$	3.76	\$	78.26
4 yard	\$	90.91	\$	4.55	\$	95.46	\$	166.14	\$	8.31	\$	174.45	\$	264.91	\$	13.25	\$	278.16	\$	-	\$	-	\$	-	\$	90.91	\$	4.55	\$	94.55
6 yard	\$	122.26	\$	6.11	\$	128.37	\$	217.88	\$	10.89	\$	228.77	\$	300.96	\$	15.05	\$	316.01	\$	-	\$	-	\$	-	\$	122.26	\$	6.11	\$	127.15
8 yard	\$	153.62	\$	7.68	\$	161.30	\$	255.50	\$	12.78	\$	268.28	\$	358.96	\$	17.95	\$	376.91	\$	-	\$	-	\$	-	\$	153.62	\$	7.68	\$	159.76

Roll-offs

	5%		5%		5%		5%		5%		5%	
	FT new rates	City Admin Fee	City's new rates	FT new rates	City Admin Fee	City's new rates	FT new rates	City Admin Fee	City's new rates	FT new rates	City Admin Fee	City's new rates
	Haul			Disposal			Rent			Delivery		
20 yard	\$ 124.08	\$ 6.20	\$ 130.28	\$ 46.53	\$ 2.33	\$ 48.86	\$ 3.10	\$ 0.16	\$ 3.26	\$ 155.11	\$ 7.76	\$ 162.87
30 yard	\$ 165.45	\$ 8.27	\$ 173.72	\$ 46.53	\$ 2.33	\$ 48.86	\$ 3.10	\$ 0.16	\$ 3.26	\$ 155.11	\$ 7.76	\$ 162.87
40 yard	\$ 217.15	\$ 10.86	\$ 228.01	\$ 46.53	\$ 2.33	\$ 48.86	\$ 3.10	\$ 0.16	\$ 3.26	\$ 155.11	\$ 7.76	\$ 162.87

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF VENUS, TEXAS

APRIL 9, 2019

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS
IN THE CITY OF VENUS, TEXAS**

STATE OF TEXAS

COUNTY OF JOHNSON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of April 9, 2019, by and between Frontier Access, LLC, a Delaware limited liability company (the "Service Provider"), and the City of Venus, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Item Any item not measuring in excess of either fortyeight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles Items not measuring in excess of either fortyeight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste Solid Waste resulting from construction or demolition activities or that is directly or indirectly the byproduct of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood

products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

MultiFamily Residential Unit Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Container – A Container with at least eighteen (18) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Small Commercial Unit Any Commercial Unit that requires no more than three (3) Roll-Outs per week for the collection of its Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

White Good Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service

Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce this Agreement.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. **Single-Family Residential Units.** The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. **Excess or Misplaced Municipal Solid Waste.** The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

C. **Handicapped Residential Units.** Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with houseside collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTIFAMILY RESIDENTIAL UNIT COLLECTIONS.

A. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and MultiFamily Residential Units one or two or three times per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

B. **Small Commercial Units.** The Service Provider will collect Municipal Solid Waste from Small Commercial Units once per week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by the Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Small Commercial Unit no later than 7:00 a.m. on the scheduled collection day.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. **Municipal Locations.** The Service Provider will provide, at no cost to the City, up to an aggregate number of eight (8) Roll-Outs to collect Municipal Solid Waste at certain municipal locations within the City once per week. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

- City Hall – Two (2) Roll-Outs
- Public Works Office – Two (2) Roll-Outs
- Police Department – Two (2) Roll-Outs
- Civic Center – Two (2) Roll-Outs

B. Special Events. In addition, the Service Provider will provide, at no cost to the City, an aggregate number of ten (10) Roll-Outs to collect Municipal Solid Waste at the City's National Night Out Event; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event.

C. City Roll-Offs. In addition, the Service Provider will provide, at no cost to the City, two (2) 30-yard Roll-Offs, with a maximum of six (6) aggregate hauls of such Roll-Offs on an annual basis. The Roll-Offs under this Section 6.C. shall be placed at a mutually agreeable location within the City for the collection of Municipal Solid Waste by residents of the City. In the event that the City needs more than six (6) hauls of such Roll-Offs under this Section 6.C., the City shall pay the Service Provider \$120.00 per haul, plus \$45.00 per ton (with a minimum of 3 tons required).

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units once per month, as designated by the Service Provider; provided, that (i) the Single-Family Residential Units requiring such collections notify City Hall no later than the end of the Business Day prior to the scheduled collection day, and (ii) the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed two (2) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Bundles from those Single-Family Residential Units that have complied with Section 1 and this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles (i) in excess of two (2) cubic yards per Single-Family Residential Unit, per collection day or (ii) comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction or for moving purposes. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$10.25 per month for each Single-Family Residential Unit provided with one Roll-Out, plus (ii) \$5.13 per month for each additional Roll-Out provided to such Single-Family Residential Unit, plus (iii) \$4.00 per month for each Single-Family Residential Unit provided with a Recycling Container. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Small Commercial Units under Section 5.B. hereof, the Service Provider shall charge (i) \$18.50 per month for each Small Commercial Unit provided with one Roll-Out, plus (ii) \$11.10 per month for each additional Roll-Out provided to such Small Commercial Unit.

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5.A. hereof, the Service Provider shall charge per month for each Container provided and/or utilized the following rates:

<u>Container Size</u>	<u>One (1) Collection Per Week</u>	<u>Two (2) Collections Per Week</u>	<u>Three (3) Collections Per Week</u>
2 Cubic Yards	\$57.61	\$100.05	\$178.87
3 Cubic Yards	\$72.77	\$130.36	\$231.94
4 Cubic Yards	\$87.92	\$160.67	\$256.19
6 Cubic Yards	\$118.24	\$210.71	\$291.05
8 Cubic Yards	\$148.56	\$247.09	\$347.14

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following additional amounts per Container:

<u>Container Size</u>	<u>Extra Collection Charge</u>
2 Cubic Yards	\$57.61
3 Cubic Yards	\$72.77
4 Cubic Yards	\$87.92
6 Cubic Yards	\$118.24
8 Cubic Yards	\$148.56

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. **Roll-Off Services.** Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.A. and 11 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery/Exchange Fee	\$150.00 per Container
Rental Fee	\$3.00 per day
Haul Fee	
20 Cubic Yards	\$120.00 per haul
30 Cubic Yards	160.00 per haul
40 Cubic Yards	210.00 per haul
Disposal Fee	\$45.00 per ton (minimum of 3 tons required)

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.C.

SECTION 10. RATE ADJUSTMENT.

A. **CPI-U Adjustment.** On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Sections 6 & 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. **Operating Cost Adjustment.** In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein, including, but not limited to, changes in the cost of fuel, governmental fees or taxes, and changes in disposal costs. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any

previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on April 9, 2019 and concluding on April 8, 2022. At the expiration of the term of this Agreement, the Agreement will be extended for one (1) successive period of three (3) years; provided, that neither party provides the other party with written notice of its intent to terminate this Agreement at least 90 days prior to the expiration date of this Agreement . If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of this three (3) year Agreement.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. **Monthly Statement.** On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9 hereto from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and/or Recyclable Materials within the City's corporate limits (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on May 15, 2019. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. **Taxes.** In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be solely responsible for billing, collecting, and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. **Bad Debt; Unpaid Rates/Fees.** The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial Unit.

D. **Billings for Roll-Off Services.** Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess

Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NONCOLLECTION NOTICE AND FOLLOWUP.

A. **Notice from the Service Provider.** It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such noncollection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. **Notice from a Commercial, Industrial or Residential Unit.** When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of noncollection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original noncollection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided,

however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees

shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of selfinsurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) to the extent caused by the negligence or willful misconduct of the Service Provider, its officers and employees. However, the Service Provider's indemnification obligations contained herein shall not apply to, and Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to,

attorneys' fees) caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Service Provider agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety reasonably acceptable to the City, and (iii) conditioned upon the Service Provider truly and timely performing all of its obligations under this Agreement, including, but not limited to, the provisions of Section 25 hereto. Such performance bond shall be in the amount of \$250,000.00.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may

not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 31. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Venus, TX
105 E. HWY 67
Venus, TX 76084
Attn: City Manager

If to the Service Provider:

Frontier Access, LLC
P.O. Box 1283
Hillsboro, TX 76645
Attn: Vice President

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 32. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF VENUS COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 8 DAY OF April, 2019.

FRONTIER ACCESS, LLC

CITY OF VENUS, TX

By: [Signature]
Name: Tim Henderson
Title: Vice-President

By: James Burgess
Name: James L. Burgess
Title: Mayor

ATTEST:
By: [Signature]
Name: Rol
Title: City Secretary

Jorge Delgado presented the document explaining the Certificate of Obligation rating and the process of the receiving the Certificate of Obligation. Councilmember Prazak made a motion, seconded by Councilmember Shaw to approve the item as state, ordinance no. 649-2018-05. Motion carried unanimously (5,0).

- 8. DISCUSS AND CONSIDER APPROVAL OF A ZONE CHANGE REQUEST FILED BY ADELINA PROPERTIES, ADEL SEBITA, PROPERTY OWNER, REQUESTING THAT 0.37 ACRES LOCATED AT GEO NUMBER 126.0026.00078, 0.49 ACRES, GEO ID NUMBER 126.0026.00072, 0.29 ACRES, GEO ID NUMBER 126.0026.00073 REZONED FROM RESIDENTIAL TO COMMERCIAL.**

Councilmember Prazak made a motion, seconded by Mayor Pro-Tem Scott to approve item as stated. Motion carried (4,0) with 1 abstention (Hernandez).

- 9. DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018 TO FUND THE CONSTRUCTION OF A FULL-SIZE BASKETBALL COURT WITH PLEXIPAVE COATING AND THE PURCHASE OF AN ARCH WAY FOR SHANNA PARK.**

Councilmember Prazak made a motion, seconded by Mayor Pro-Tem Scott to approve the item as stated, ordinance no. 650-2018-05. Motion carried unanimously (5,0).

- 10. DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE PROVIDING REGULATIONS FOR PUBLIC SIDEWALK DISPLAYS TO PROTECT THE WELFARE AND SAFETY OF INHABITANTS.**

Mayor Burgess presented the item and asked Chief of Police/City Administrator to explain the ordinance. Mayor Burgess left the dais at 8:34 PM and returned at 8:36 PM. Councilmember Prazak made a motion, seconded by Councilmember Shaw to approve ordinance no. 651-2018-05. Motion carried unanimously (5,0).

- 11. DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE ORDERING THE AMENDMENT OF ARTICLE III. GARAGE SALES, SECTIONS 10-82 GARAGE SALE OPERATOR'S PERMIT, APPLICATION FOR PERMIT, DISPLAY OF SIGNS AND ADDING NEW SECTION 10-86 WAIVER OF PERMIT AND FEE REQUIREMENT.**

There was a discussion with staff and council what the ordinance states regarding what is allowed and what is prohibited. Chief Boese/City Administrator, Mike Boese explained the main change to this ordinance are for clarification purposes. Councilmember Shaw made a motion, seconded by Mayor Pro-Tem Scott to approve item as stated, ordinance no. 652.2018-05 Motion carried unanimously. (5,0).

- 12. DISCUSS AND CONSIDER APPROVAL OF AN ORDINANCE ORDERING THE AMENDMENT OF CHAPTER 10, BUSINESSES AND BUSINESS REGULATIONS, TO INCLUDE A PROCESS FOR THE INSPECTION AND PERMITTING OF FOOD ESTABLISHMENTS TO PROMOTE THE SAFETY OF FOOD IN CITY FOOD ESTABLISHMENTS.**

ORDINANCE NO. 725-2021-05

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF THREE TRACTS OF LAND WITH APPROXIMATELY 1.15 TOTAL ACRES OF LAND, LEGALLY DESCRIBED AS TRACTS ABST 26 TR 9D R BERRY, ABST 26 TR 9E R BERRY, ABST 26 TR 9G R BERRY, WITHIN THE CITY OF VENUS, JOHNSON COUNTY, TEXAS, FROM RESIDENTIAL (“R1”) DISTRICT TO THE COMMERCIAL RETAIL (“CR”) DISTRICT; SAID TRACTS BEING GENERALLY LOCATED NORTH OF US HWY 67, EAST OF US HWY 157, AND SOUTH OF CR 620 WITH LEGAL DESCRIPTIONS OF TRACTS ABST 26 TR 9D R BERRY, ABST 26 TR 9E R BERRY, ABST 26 TR 9G R BERRY AND WHICH ARE INCORPORATED HAEC VERBA; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Adel Sebita (“Applicant”) has requested that approximately 1.15 acres of land, legally described as **TRACTS ABST 26 TR 9D R BERRY, ABST 26 TR 9E R BERRY, ABST 26 TR 9G R BERRY**, generally located **NORTH OF US HWY 67, EAST OF US HWY 157, AND SOUTH OF CR 620**, within the City of Venus, Johnson County, Texas, (the "Property"), be rezoned; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of two public hearings and at least thirty (30) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property pursuant to Sec. 211.006(b) of the Texas Local Government Code; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the second public hearing for the requested rezoning, on May 14th, 2018, and the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, THAT:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The zoning classification of the Property is hereby changed from the residential (“R-1”) District to the Commercial/Retail (“CR”) District subject to the regulations, restrictions, and conditions hereafter set forth.

SECTION 3. The Official Zoning Map of the City of Venus, Texas shall be revised and amended to show the designation of the Property as Commercial/Retail District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

SECTION 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Venus, save and except the change in zoning classification for the Property to the Light Industrial District as described above.

SECTION 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Venus, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

DULY PASSED by the City Council of the City of Venus, Texas, this the 10th day of May 2021.

APPROVED:

By: _____
James L. Burgess, Mayor

ATTEST:

By: _____
Callie Green, City Secretary

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Venus, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering design and provide surveying services for the **750,000 Gallon Elevated Storage Tank**, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$2,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer

shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Andy Wolfe
City Administrator
City of Venus, Texas
700 W. US 67
Venus, Texas 76084

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Craig M. Kerkhoff, P.E., C.F.M.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741, Phone (512) 440-7723, Fax (512) 440-0417.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF VENUS, TEXAS

A Texas General Law City

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

Texas Board of Professional Engineers Firm No. 526

Texas Board of Professional Land Surveyors Firm No. 100318-00

By: _____

By:  _____

Craig M. Kerkhoff, P.E., C.F.M.
Partner

Date: _____

Date: 4/20/21 _____

ATTEST

By: _____

EXHIBIT "A"

ENGINEERING SERVICES

750,000 Gallon Elevated Storage Tank

Scope of Services

Project consists of an elevated storage tank constructed on property already owned by the City. 12-inch water lines will be constructed (by others) to connect the proposed tank to the existing system.

Part I: Design Phase

Preparation of construction plans, and specifications for a 750,000 gallon composite elevated tank based on the following standards:

- American Water Works Association (AWWA)
- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- National Sanitation Foundation (NSF)
- American Concrete Institute (ACI)

Preparation of construction plans, and specifications shall include:

1. Construction Plan-Profile Sheets prepared at a scale of not less than 1"= 20'.
2. Site plan and layout, grading plan, fencing plan
3. Driveway plan and profile sheets.
4. Drainage area map and storm drain design plans (no detention)
5. Standard Details.
6. Special Details, including:
 - i. Pipe Connections
 - ii. Overflow and drain piping
 - iii. Connection to existing SCADA
 - iv. Tank Ladders
 - v. Roof Hatches
 - vi. Vent and valving
 - vii. Overhead access door
 - viii. Wet Riser

- ix. Roof Antenna Bracket
 - x. Obstruction Light
 - xi. Tank mixing system
 - xii. Residual Monitoring
7. Cover Sheet, Location Map and Sheet Index.
 8. Submittals to State Regulatory Agencies, as required.
 9. Preparation of FAA Hazard to Flight Determination
 10. Preparation of TxDOT driveway permit for City execution.
 11. Two (2) Design review meetings.
 12. Opinion of Probable Construction Estimate.
 13. Preparation of Specifications and Contract Documents.
 14. Assist in procuring geotechnical engineering information or reports as the project requirements dictate.

Part II: Additional Services

1. Design and Construction Control Surveys
2. Geotechnical Evaluations
3. Printing of final plans and specifications for distribution to prospective bidders and the successful contractor.

Part III: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD 2013 • WaterCAD V8XM • Innovyze H₂O NET or InfoSewer
 - MS Word 2010, or
 - MS Excel 2010
 - Adobe Acrobat (PDF)
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.

- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part IV: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Bidding Phase Services
- B. Construction Phase Services
- C. Certification that work is in accordance with plans and specifications
- D. Consulting services by others not included in Scope of Services
- E. Contractor's means and methods
- F. Environmental cleanup
- G. Environmental impact statements and assessments
- H. ADA submittals, reviews, inspections, approvals or fees
- I. Fees for permits
- J. Advertising the construction project
- K. Fiduciary responsibility to the Client
- L. Landscape/Streetscape architecture/irrigation plans
- M. On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- N. Phasing of Contractor's work
- O. Quality control and testing services during construction
- P. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- Q. Services in connection with condemnation hearings
- R. Traffic engineering report or study
- S. Title searches.
- T. Tree Protection/Survey
- U. Trench safety designs

EXHIBIT “B”

COMPLETION SCHEDULE

Notice to Proceed (NTP)	At City’s Direction
Complete Field Surveys	2 Weeks After NTP
Complete Final Plans	18 Weeks after NTP

EXHIBIT “C”
PAYMENT SCHEDULE

Payment for engineering services described under Parts I shall be based on a Lump Sum amount of \$170,810.

Lump Sum:

Design Phase	\$170,810
Total Basic Services Lump Sum Fee	\$170,810

Payment for Additional Services described under Parts II shall be on the basis of salary cost times a multiplier of 2.41 for time expended on the task. Field survey crew shall be based on \$175.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charged at \$0.55 per mile. Expenses shall be at invoice cost times a multiplier of 1.15.

Additional Services (recommended budget):

Design Survey	\$2,910
Geotechnical Evaluation	\$7,500
Printing of plans and specs	\$500
Total Additional Services Not to Exceed Fee	\$10,910

The maximum overall fee of **\$181,720** established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Birkhoff, Hendricks & Carter
Dallas, TX United States

Certificate Number:
2021-741017

Date Filed:
04/20/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Venus

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

.75 MG EST
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Birkhoff, John	Dallas, TX United States	X	
	Hendricks, Gary	Dallas, TX United States	X	
	Hickey, Matt	Dallas, TX United States	X	
	Carter, Joe	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

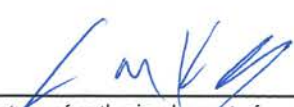
6 UNSWORN DECLARATION

My name is Craig M. Kerkhoff, and my date of birth is October 10, 1982.

My address is 11910 Greenville Ave, Suite 600, Dallas, Texas, 75243, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 20th day of April, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. Busdev-Venus

Client: City of Venus

Date: 20-Apr-21

Project: 750,000 gallon EST

By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
	750,000 Gallon EST				
1	Constructing 0.75-MG Composite Elevated Steel Water Storage Tank (Reinforced Concrete Column and 0.75-MG Welded Steel Tank), in accordance with AWWA Standard D107-10 including All Instrumentation, Controls, Electrical, SCADA, Tank Piping, Containment System for Exterior Blasting & Painting, Dehumidification System, all Site Work, Utilities, & Appurtenances Proposed in these Documents	1	L.S.	\$ 3,247,000.00	\$ 3,247,000.00
2	For Painting the "Venus" Logo on the Exterior of the Tank Bowl	2	Ea.	\$ 10,000.00	\$ 20,000.00
3	Storm Water Pollution Prevention Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00
4	Implementation of Storm Water Pollution Prevention Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00
5	Preparation and Submitting to the City a Trench Safety Plan that is in accordance with latest OSHA Standards	1	L.S.	\$ 1,000.00	\$ 1,000.00
6	Furnish & Install a Complete Excavation Safety & Support System in Full Accordance with latest OSHA Standards	1	L.S.	\$ 1,000.00	\$ 1,000.00
7	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 2,500.00	\$ 2,500.00
8	Furnish, Install and Maintain Hydromulch Seeding	6000	S.Y.	\$ 2.00	\$ 12,000.00
9	Construct 8-Inch Reinforced Concrete	1,102	S.Y.	\$ 80.00	\$ 88,177.78
10	Furnish & Install 8-Foot Ornamental Fence	900	L.F.	\$ 115.00	\$ 103,500.00
11	Furnish & Install 22-Foot Cantilever Gate	1	Ea.	\$ 14,000.00	\$ 14,000.00
12	Furnish & Install 16-Inch (DR-18) Water Line	150	L.F.	\$ 125.00	18750
13	Furnish & Install 6-Inch (DR-18) Water Line	50	L.F.	\$ 75.00	\$ 3,750.00
14	Furnish & Install 6-Inch R. S. Gate Valve	1	Ea.	\$ 3,000.00	\$ 3,000.00
15	Furnish & Install Fire Hydrant	1	Ea.	\$ 6,500.00	\$ 6,500.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Texas Firm F526

Project No. Busdev-Venus

Client: City of Venus

Date: 20-Apr-21

Project: 750,000 gallon EST

By: CMK

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
16	Electrical Allowance	1	LS	\$ 25,000.00	\$ 25,000.00
17	Hydromulch	43,560	S.F.	\$ 0.50	\$ 21,780.00
	Construction Subtotal:				\$ 3,527,677.78
	Contingencies and Miscellaneous Items	15%			\$ 529,152.00
	Total:				\$ 4,056,829.78
	Easement Acquisition	0	S.F.	\$ -	\$ -
	Engineering, Surveying, Construction Admin.***				\$246,510
	Quality Control & Material Testing***	5.0%			\$ 202,841.49
	Project Total:				\$ 4,506,181.27
***	<i>Budgeted amounts, this contract is just for design</i>			USE:	\$ 4,507,000.00