JAMES BURGESS
Mayor
RITA BISHOP
Councilmember Place 1
KAYLA SANGUINETTI
Councilmember Place 2

JEANIE SCOTT
Mayor Pro Tem/
Councilmember Place 3
GERONIMO HERNANDEZ
Councilmember Place 4
PHYLLIS LEWIS
Councilmember Place 5

VENUS REGULAR COUNCIL MEETING
Venus Civic Center
210 S. Walnut
Venus, Texas 76084
Monday, April 11, 2022 7:00 PM

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. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. 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.

4.1. Approval of meeting minutes for City Council regular meeting on March 14, 2022. 7 - 12

City Council - Mar 14 2022 - Minutes - Pdf

4.2. Ratifying the payment of bills for the month of March 2022. 13 - 36

Accounts Payable Check Report - March 2022.pdf Citibank CC - Feb 2022.pdf

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

5. Staff Reports:

5.1. Public Works - Chip Hopkins: Update on drainage concerns in Bluestem Hills Development. 37 - 40

Council 4.11.22.pdf

5.2. City Administration- Tonya Roberts: April 2022 41 - 42

City Administrator's Report - April 2022.pdf

5.3. Finances - Cheryl Estes: 43 - 50

Budget & Actual_General Fund_Thru 2022-02.pdf Budget & Actual_Utility Fund_Thru 2022-02.pdf Sales Tax History_Five-Year Comparison.pdf Venus Property Tax Collection Report - March 2022.pdf

6. Public Hearing and Action Item:

6.1. Conduct 1st Public Hearing to consider amending the Code of Ordinances Chapter 34, "Zoning", Article I "In General", Section 34-13 "Planning and Zoning Commission", As Heretofore amended, by adding Section 34-13(C)(7) to require a Three-Fourth vote of the elected Councilmembers to approve a Zoning matter when recommendation of the Planning and Zoning Commission is for denial.

Open Public Hearing:

Close Public Hearing:

6.2. Conduct 2nd Public Hearing to consider amending the Code of Ordinances Chapter 34, "Zoning", Article I "In General", Section 34-13 "Planning and Zoning Commission", As Heretofore amended, by adding Section 34-13(C)(7) to require a Three-Fourth vote of the elected Councilmembers to approve a Zoning matter when recommendation of the Planning and Zoning Commission is for denial.

Open Public Hearing:

Close Public Hearing:

6.3. Discuss and consider Ordinance No. 753-2022-04 amending the Code of Ordinances Chapter 34, "Zoning", Article I "In General", Section 34-13 "Planning and Zoning Commission", As Heretofore amended, by adding Section 34-13(C)(7) to require a Three-Fourth vote of the elected Councilmembers to approve a Zoning matter when recommendation of the Planning and Zoning Commission is for denial. 51 - 53

753-2022-04-VENUS Amending Zoning Ordinance three-fourths recommendation 2022.pdf

I make a motion to approve/deny Ordinance No. 753-2022-04.

7. Discussion and Consideration items:

7.1. Discuss and consider a Final Plat for Lot 1, Block 1, 732 Bulldog Addition, being 2.182 acres out of the Jackson Smith Survey Abstract No. 758, Johnson County, generally located at 732 County Road 109, at the intersection of north County Road 109 and County Road 214, in the City of Venus Extraterritorial Jurisdiction (ETJ). 54 - 57

1A-732 Bulldog Addition Final Plat_Staff Report (1).pdf 1B-732 Bulldog Addition_Aerial Map.pdf 1C-732 Bulldog Addition-Final Plat.pdf

I make a motion to approve/deny Final Plat for 732 Bulldog Addition, as presented.

7.2. Discuss and consider Resolution No. 03-2022-04 repealing resolution No. 30-2020-10 which created a Fire Department fund balance to secure start-up costs for a Fire Department. 58

03-2022-04-VENUS resolution repeal fire fund balance 2022 (003).pdf

I make a motion to approve/deny Resolution No. 03-2022-04.

7.3. Discuss and consider authorizing the Mayor to execute a real estate sales contract between the City of Venus and the owners of two tracts of land within the territorial limits and generally located at 22 Venus Larue St., Venus, Texas and 9 Venus LaRue St., Venus Texas, respectively. 59 - 72

Venus Real Estate Sales Contract with Sandalwood.pdf

I make a motion to approve/deny authorizing the Mayor to execute a real estate sales contract between the City of Venus and the owners of two tracts of land within the territorial limits and generally located at 22 Venus Larue St., Venus, Texas and 9 Venus LaRue St., Venus Texas, respectively.

7.4. Discuss and consider RFP from Azul Valley Construction, LLC for the Fire Office building brick project. 73 - 76

Proposal-Fire Office bldg brick.pdf

I make a motion to approve/deny RFP from Azul Valley Construction, LLC for the Fire Office Building brick project and authorize Mayor to sign proposal.

7.5. Discuss and consider RFP from Azul Valley Construction, LLC for the Office Building Remodel Phase 2. 77 - 81

Proposal-office bldg remodel phase 2.pdf

I make a motion to approve/deny RFP from Azul Valley Construction, LLC for the Office Building Remodel Phase 2 and authorize Mayor to sign proposal.

7.6. Discuss and consider Amendments to Section 4-07 of the HR Handbook.

Section 4-07 Overtime and Compensatory Time.

Exempt Employees

1. Exempt City employees (Salary employees) will "not" earn or be given comp time, with only two exceptions, A. When City Hall is closed for inclement weather conditions. B. Early release.

2. Any approved full day off requested by an exempt City employee or approved time off from a regular schedule workday, in excess of 4 hours by an exempt City Employee. The total time off must be replaced by paid leave. If none of these are available, then the hours taken off must be unpaid.

3. All time off must be pre-approved by the exempt City employees Immediate supervisor. With the exception of emergencies.

4. Working from home will only be allowed in extreme emergency situations. And to work from home the employee must have pre-approval by their immediate supervisor.

I make a motion to approve/deny the Amendments to the HR

Handbook.

7.7. Discuss and consider Ordinance No. 754-2022-04 amending the Code of Ordinances, Chapter 10 "Businesses & Business Regulations", Article V. "Food Establishments". Section 10-164, "Grease Traps" and Section 10-165, "Backflow Prevention and Cross Connection Control". 82 - 84

754-2022-04-VENUS amending code grease traps.pdf

I make a motion to approve/deny Ordinance No. 754-2022-04.

7.8. Discuss and consider Ordinance No. 755-2022-04 amending the Code of Ordinances, by repealing Chapter 8, "Building & Building Regulations", Article II. "Technical Codes", Section 8-19 through 8-57, and by adopting the 2021 International Codes. 85 - 93

755-2022-04- VENUS ordinance adopting a slew of construction codes 2022.pdf

I make a motion to approve/deny Ordinance No. 755-2022-04.

7.9. Discuss and consider Internet Banking Agreement with Pinnacle Bank and assign "Company Administrator(s)" over City bank accounts. 94 - 119

Pinnacle Bank Internet Agreement City of Venus 2022-04-04.pdf

I make a motion to approve/deny Internet Banking Agreement and assign "Company Administrator(s)."

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 (2) (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.087 (economic development),551.074 (personnel matters).

EXECUTIVE SESSION: 551.087 (Economic Development), 551.071(2)-(Private Consultation with Attorney) & 551.074 (personnel matters)

1. **Discuss JMJ Developments.**
2. **Discuss negotiations regarding Brahman II.**
3. **Discuss negotiations regarding Buffalo Hills.**
4. **Discuss negotiations regarding Partnership 67213.**

5. City Secretary annual review.

6. City Administrator annual review.

7. City Attorney annual review.

8.1. Recess into Executive Session.

8.2. Reconvene into Open Session.

9. Adjournment

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(2) (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).

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**, Wednesday, April 6, 2022 by 5:00 P.M..**

____

Callie Green,

City Secretary

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 .

City Council - Mar 14 2022 Minutes

Monday, March 14, 2022 at 7:00 PM

Venus Civic Center

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

   Mayor called the meeting to order at 7:02 PM, gave the Invocation and lead the Pledge of Allegiance.

   Councilmembers present: James Burgess, Rita Bishop, Jeanie Scott, Geronimo Hernandez and Phyllis Lewis.

   Councilmember absent: Kayla Sanguinetti

   Staff present: Tonya Roberts, Cheryl Estes, Callie Green, Chip Hopkins, Oscar Ortiz, Michael Gleason, Stacey Wyman, Richard Allen, James Groom and City Attorney.

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. Also, letting the audience know that there is an Executive Session and it may be long.

3. **Citizen Public Comment Period:**

   No public comments.

4. **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.

Draft

4.1. Approval of meeting minutes for City Council regular meeting on February 14, 2022.

City Council - Feb 14 2022 - Minutes - Pdf

4.2. Ratifying the payment of bills for the month of February 2022.

February 2022 Check Report.pdf

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

Moved by: Phyllis Lewis
Seconded by: Jeanie Scott
For: Unanimous. Motion carried 4-0-0.

5. Staff Reports:

Discussion only on below listed staff reports.

5.1. Police Department -James Groom
February 2022 Monthly Report - VPD February 2022 Monthly Report.pdf
2021 Racial Profiling Report - Venus 2021 Racial Profiling Report-Final.pdf

5.2. Building Official - Michael Gleason- March report.

Monthly report march Building Department.pdf
manager_98800__1646766878___PI_Report__Monthly-Permit-Activity_2022-03-08_13.14.pdf
manager_98800__1646767016___PI_Report__Inspection-Activity-Summary_2022-03-08_13.16.pdf

5.3. City Administrator- Tonya Roberts- March report, March FD report and March PW report.

City Administrator's Report - March 2022.pdf

March 2022 Fire Dept.pdf March 2022 Public Works.pdf

6. Consideration & Action Items:

6.1. Discuss and consider approving Carolyn Welcher as Election Judge for the City of Venus.

I make a motion to approve appointing Carolyn Welcher as Election Judge for the City of Venus.

Moved by: Geronimo Hernandez

Seconded by: Jeanie Scott

For: Unanimous. Motion carried 4-0-0.

6.2. Discuss and consider a FY 21-22 budget amendments to the General Fund and Water/Sewer Fund for the Public Works Civil Inspector Position.

FY 21-22 Proposed Budget Amendments.pdf

I make a motion to approve FY 21-22 budget amendments to the general fund and water/sewer fund as presented.

Moved by: Rita Bishop

Seconded by: Geronimo Hernandez

For: Unanimous. Motion carried 4-0-0.

6.3. Discuss and consider Amendments to the City of Venus Time Clock Policy.

I make a motion to approve amendments to the City of Venus Time Clock Policy.

City Time Clock Policy 2022.pdf

Moved by: Phyllis Lewis

Seconded by: Geronimo Hernandez

For: Unanimous. Motion carried 4-0-0.

6.4. Discuss and consider interlocal agreement for repair of County Road 620.

City of Venus C.R. 620 Part 2.pdf VENUS interlocal with johnson for cr 620.pdf

I make a motion to approve entering into a local agreement with Johnson County for the repair of County Road 620.

Moved by: Rita Bishop

Seconded by: Jeanie Scott

For: Unanimous. Motion carried 4-0-0.

6.5. Discuss and consider Ordinance No. 752-2022-03 authorizing the Mayor to execute a 25 year non-exclusive franchise agreement with Universal Natural Gas, LLC to maintain, construct, equip, extend, alter and otherwise establish and operate in the City, all related facilities necessary or appropriate to sell, manufacture and store, distribute, transport, convey or otherwise conduct, serve, supply and furnish the gas for light, fuel, power, heat and any all other useful purpose.

752-2022-03-Venus Franchise Agreement - Universal Natural Gas LLC 3.4.22.pdf

I make a motion to approve Ordinance No. 752-2022-03.

Moved by: Geronimo Hernandez

Seconded by: Phyllis Lewis

For: Unanimous. Motion carried 4-0-0.

6.6. Discuss and consider appointing a Commissioner to the Planning and Zoning Commission for Place 4.

Mr. Ronald Lewis resigned his seat on February 24, 2022. Place 4 is nominated by Council Place 4.

I make a motion to appoint Robert McCurdy to Place 4 as a voting member on the Planning and Zoning Commission.

Moved by: Geronimo Hernandez

Seconded by: Jeanie Scott

For: Unanimous. Motion carried 4-0-0.

7. 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(2) (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 SESSIONS: 551.087 (Economic Development) & 551.071(2) (Private Consultation with Attorney)

1- Discuss negotiations regarding Brahman II.

2- Discuss negotiations regarding Buffalo Hills.

3- Discuss negotiations regarding Partnership 67213.

4- Discuss the acquisition of property, without mineral rights, on property consisting of approximately .630 acres of land, generally located west of 157 and south of 67 and within the territorial limits of the City of Venus, Texas, Johnson County.

7.1. Recess into Executive Session. Recessed at 7:58 PM.

7.2. Reconvene into Open Session. Reconvened at 9:14 PM.

I make a motion to authorize the Mayor to enter into the Capital Improvements & Reimbursement for sanitary sewer improvements subject to City Attorney and City Administrator sign-off of the final will serve letter

03-2022-03 VENUS resolution sewer improvements 2022.pdf

Moved by: Rita Bishop
Seconded by: Jeanie Scott
For: Unanimous. Motion carried 4-0-0.

8. Adjourn:

Mayor adjourned the meeting at 9:15 PM.

Mayor

City Secretary

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM		TMRS RETIREMENT	4,764.55
				TMRS RETIREMENT	4,721.32
		U. S. TREASURY		FEDERAL WITHHOLDING	4,992.20
				FEDERAL WITHHOLDING	4,959.47
				FEDERAL WITHHOLDING	5,164.65
				FICA WITHHOLDING	3,917.70
				FICA WITHHOLDING	3,833.38
				FICA WITHHOLDING	4,073.29
				MEDICARE WITHHOLDING	916.20
				MEDICARE WITHHOLDING	896.49
				MEDICARE WITHHOLDING	952.61
		CHILD SUPPORT DISTRIBUTION FUND		CASE #0011334214-11305	136.15
				CASE #0011334214-11305	136.15
				001416398532571060821	295.38
				001416398532571060821	295.38
				001413824936069749121	466.22
				001413824936069749121	408.75
				0012848314CV32231	177.18
				0012848314CV32231	155.33
		MISC VENDOR	MARTIN ALVAREZ	REFUNDABLE CC DEPOSIT	300.00
			SAMANTHA GARCIA	REFUNDABLE DEP - GARCIA	300.00
			YESENIA GONZALEZ	REFUNDABLE CC DEPOSIT	300.00
		FIRST UNUM LIFE INSURANCE CO		DENTAL/VISION 2022-03	360.65
		TML HEALTH		TML HEALTH PREMIUMS 2022-0	3,869.75
		CITIBANK		GROOM CC CHARGES	691.18
				ESTES CC CHARGES	808.76
				HOMESLEY CC CHARGES	360.00
				ALLEN CC CHARGES	4,029.17
				WYMAN CC CHARGES	599.64
				GORDON CC CHARGES	313.71
				HOPKINS CC CHARGES	1,444.03
				ROBERTS CC CHARGES	619.00
		WEX BANK		REBATE	8.37-
				MONTHLY SERVICE FEE	50.00
				REBATE	69.57-
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C		JANUARY COLLECTIONS	324.60
				JANUARY COLLECTIONS	360.30
				FEBRUARY COLLECTIONS	48.83
				FEBRUARY COLLECTIONS	192.90
		COLONIAL LIFE		COL ACCIDENT PR DEDUCTIONS	22.71
				COL ACCIDENT PR DEDUCTIONS	22.71
				COL CANCER PR DEDUCTIONS	38.28
				COL CANCER PR DEDUCTIONS	38.28
				COL HOSPCONF PR DEDUCTIONS	8.22
				COL HOSPCONF PR DEDUCTIONS	8.22
				COL CRITICAL ILL PR DEDUCT	7.57
				COL CRITICAL ILL PR DEDUCT	7.57
		DEARBORN LIFE INSURANCE CO		MANDUJANO LVE CREDIT	3.20-
				MANDUJANO LVC CREDIT	2.30-
				OLDHAM LVE CREDIT	12.00-
				LVC PAYROLL DEDUCTIONS	5.72
				LVC PAYROLL DEDUCTIONS	5.72
				LVE PAYROLL DEDUCTIONS	288.60
				LVE PAYROLL DEDUCTIONS	288.55
				LVS PAYROLL DEDUCTIONS	53.94
				LVS PAYROLL DEDUCTIONS	53.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	0.01
			TOTAL:	56,989.52
CITY ADMIN OFFICE	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	227.72
			TMRS RETIREMENT	227.72
		U. S. TREASURY	FICA WITHHOLDING	130.20
			FICA WITHHOLDING	130.20
			FICA WITHHOLDING	130.99
			MEDICARE WITHHOLDING	30.45
			MEDICARE WITHHOLDING	30.45
			MEDICARE WITHHOLDING	30.64
		AT&T MOBILITY	DEC 20 - JAN 19	26.91
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	36.67
		MICHAEL B. HALLA	JAN 2022 RETAINER	5,200.00
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	350.47
		STRATEGIC INSIGHTS INC.	CAPITAL IMPROVEMENT SOFTWA	995.00
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	6.21
		RECDESK LLC	RECDESK SYSTEM	3,200.00
		VENUS MOBILE 1	2017 TOYO SEQUOIA VIN:7577	25.50
		NTTA	NTTA TOLL FEES	5.42
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	1.84
			DEARBORN PREMUIMS 2022-03	15.86
			DEARBORN PREMIUMS 2022-03	13.70
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	3,006.66
			TOTAL:	13,822.61
CITY SECRETARY	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	288.99
			TMRS RETIREMENT	288.99
		U. S. TREASURY	FICA WITHHOLDING	166.22
			FICA WITHHOLDING	166.22
			FICA WITHHOLDING	165.98
			MEDICARE WITHHOLDING	38.87
			MEDICARE WITHHOLDING	38.87
			MEDICARE WITHHOLDING	38.82
		AT&T MOBILITY	DEC 20 - JAN 19	92.84
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	38.64
		CITY HALL ESSENTIALS	CONSULTING CITY SECRETARY	146.25
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	700.94
		MIDLOTHIAN MIRROR	ORDINANCE #750-2022-01	148.52
			YEARLY SUBSCRIPTION	52.00
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	21.27
			DEARBORN PREMIUMS 2022-03	23.38
		ELLIS COUNTY TREASURER	BMD MACHINE	299.25
			ELECTION SERVICES	1,600.00
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	4,101.76
			TOTAL:	8,421.49
PLANNING & DEVELOPMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	784.34
			TMRS RETIREMENT	784.34
		U. S. TREASURY	FICA WITHHOLDING	423.23
			FICA WITHHOLDING	423.83
			FICA WITHHOLDING	460.13
			MEDICARE WITHHOLDING	98.98
			MEDICARE WITHHOLDING	99.12
			MEDICARE WITHHOLDING	107.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF VENUS - PETTY CASH	PERMITS OPEN REC REQ - POS	12.14
		AT&T MOBILITY	DEC 20 - JAN 19	117.21
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	177.10
		JACOB MARTIN, LLC	COMPRESHENSIVE PLAN	29,636.41
			SHIFANO TRACT	555.00
			ZONING MAP	860.00
			HERITAGE HILLS PLAN REVIEW	1,398.75
			HORIZONS AT BANKSTON- PLAN	2,056.25
			STALLION RANCH - STRMWTR R	1,268.75
		MICHAEL B. HALLA	JAN 2022 RETAINER	500.00
		PAPE-DAWSON CONSULTING ENGINEERS INC	RIDGEVIEW ADDITION	3,615.00
			BRAHMAN RANCH I	1,567.50
			HERITAGE HILLS	3,420.00
			RIDGEVIEW ADDITION	3,008.75
			BRAHMAN RANCH I	2,391.25
			HERITAGE HILLS	2,640.00
		MICHAEL GLEASON	MILEAGE / FUEL EXPENSES	332.86
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	3,087.61
		TEXAS PUBLIC HEALTH SOLUTIONS, LLC	SONIC COMPLAINT INSPECTION	180.00
			HEALTH INSPECTIONS	180.00
			UNITED CATERERS INSPECTION	140.00
		BUREAU VERITAS NORTH AMERICA, INC	1100 FM 1807-NEW INTERNET	211.69
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	11.04
			DEARBORN PREMUIMS 2022-03	54.81
			DEARBORN PREMIUMS 2022-03	60.12
		BIRKHOFF,HENDRICKS & CARTER, LLP	HERITAGE HILLS PH 2	66.37
			BANKSTON	239.85
			STALLION RANCH	179.89
			HERITAGE HILLS MULTI-FAM	2,058.49
			CHARLEY'S RESTAURANT	59.96
			WHEATFIELD DR EVAL	402.50
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	10,706.06
			TOTAL:	74,376.94
FINANCE	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	306.05
			TMRS RETIREMENT	306.05
		U. S. TREASURY	FICA WITHHOLDING	171.93
			FICA WITHHOLDING	174.41
			FICA WITHHOLDING	196.43
			MEDICARE WITHHOLDING	40.22
			MEDICARE WITHHOLDING	40.80
			MEDICARE WITHHOLDING	45.94
		CENTRAL APPRAISAL DISTRICT OF JOHNSON	2ND QTR 2022	6,018.09
		UNITED COOPERATIVE	LATE FEE	31.47
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	48.05
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	871.13
			TML HEALTH PREMIUMS 2022-0	0.10-
		PITNEY BOWES PURCHASE POWER	PITNEY BOWES CREDIT	34.27-
		TEXAS SOCIAL SECURITY PROGRAM	LATE FEE ON DUES	7.00
		DELL MARKETING L.P.	DELL LATITUDE 5420 LAPTOP	1,644.03
		ELLIS CENTRAL APPRAISAL DISTRICT	2ND QUARTER FEES	1,244.64
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	24.27
			DEARBORN PREMIUMS 2022-03	23.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	4,312.52
			TOTAL:	15,475.78
HUMAN RESOURCES	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	245.63
			TMRS RETIREMENT	239.64
		U. S. TREASURY	FICA WITHHOLDING	127.85
			FICA WITHHOLDING	145.81
			FICA WITHHOLDING	136.62
			MEDICARE WITHHOLDING	29.90
			MEDICARE WITHHOLDING	34.10
			MEDICARE WITHHOLDING	31.95
		AT&T MOBILITY	DEC 20 - JAN 19	40.63
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	38.64
		AMERIFLEX	36 EMPLOYEES @ $5.15 EACH	185.40
		CAREFLITE	KOHNER WESTEN	12.00
			ZACHARY HOFFMAN	12.00
			JOHN FITZGERALD	12.00
			JENNIFER HOPKINS	12.00
			33 Employees @ $12 each	396.00
		FIRST CHECK	KOHNER WESTEN	27.00
			JENNIFER HOPKINS	25.50
			RICHARD ALLEN	27.00
			JOHN FITZGERALD	27.00
			JUSTIN KISTNER	27.00
			27 NEW PT FIREFIGHTERS	729.00
		CARENOW CORPORATE	JOHN FITZGERALD	48.00
			JUSTIN KISTNER	48.00
			C.GARCIA PT/FF	125.00
			R.RICHARDSON PT/FF	125.00
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	15.80
			DEARBORN PREMIUMS 2022-03	17.33
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	3,317.96
			TOTAL:	6,263.44
ECONOMIC DEVELOPMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	275.87
			TMRS RETIREMENT	275.87
		U. S. TREASURY	FICA WITHHOLDING	160.00
			FICA WITHHOLDING	160.00
			FICA WITHHOLDING	62.00
			MEDICARE WITHHOLDING	37.42
			MEDICARE WITHHOLDING	37.42
			MEDICARE WITHHOLDING	14.50
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	38.64
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	18.74
			DEARBORN PREMIUMS 2022-03	20.55
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	3,873.60
			TOTAL:	4,978.29
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,564.73
			TMRS RETIREMENT	3,442.96
		U. S. TREASURY	FICA WITHHOLDING	1,817.61
			FICA WITHHOLDING	1,765.58
			FICA WITHHOLDING	1,916.75
			MEDICARE WITHHOLDING	425.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	412.90
			MEDICARE WITHHOLDING	448.28
		AT&T MOBILITY	JAN 20-FEB 19	549.80
			PD CELL PHONES 02/20-03/19	575.00
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	655.80
		SPCA OF TEXAS	A49351541 DOG	70.00
		XEROX USAGE	592 @ $0.006 BW	2.95
			592 @ $0.006 BW	3.55
		TRANSUNION RISK & ALTERNATIVE	YEARLY DATABASE FEE	1,015.00
		AUTONATION FORD BURLESON	RR BEARING/BATTERY/COOL FA	1,637.83
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	9,987.60
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	80.73
		VENUS AUTO PARTS LLC	COOLANT FOR TAHOES	11.99
		JOHNSON COUNTY TREASURER	ROSAS-RIVERA, JUAN PABLO	58.28
			DISPATCH FEES 2022	65,608.66
		WEX BANK	FUEL	63.59
			FUEL	2,972.21
			CAR WASHES	18.00
		FRONTIER COMMUNICATIONS	PD FAX LINE 3/1-3/31/2022	68.83
		MODERN MARKETING	BADGE STICKERS	342.76
		DROP SHOT PEST CONTROL	POLICE DEPARTMENT	55.00
		WATCH GUARD	WARRANTIES	5,175.00
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	44.16
			DEARBORN PREMUIMS 2022-03	229.74
			DEARBORN PREMIUMS 2022-03	245.02
			DEARBORN PREMUIMS 2022-03	15.04
		JONATHAN YATES	BOOTS	138.00
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	42,305.92
			TOTAL:	145,724.33
CODE ENFORCE/ANIMAL CO	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	190.67
			TMRS RETIREMENT	190.67
		U. S. TREASURY	FICA WITHHOLDING	99.45
			FICA WITHHOLDING	99.45
			FICA WITHHOLDING	107.84
			MEDICARE WITHHOLDING	23.26
			MEDICARE WITHHOLDING	23.26
			MEDICARE WITHHOLDING	25.22
		AT&T MOBILITY	JAN 20-FEB 19	51.95
			J COKER - ACO CELL PHONE	51.95
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	57.46
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,041.32
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	13.73
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	2,254.63
			TOTAL:	4,234.54
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	182.08
			TMRS RETIREMENT	182.08
		U. S. TREASURY	FICA WITHHOLDING	101.77
			FICA WITHHOLDING	96.86
			FICA WITHHOLDING	103.79
			MEDICARE WITHHOLDING	23.80
			MEDICARE WITHHOLDING	22.65
			MEDICARE WITHHOLDING	24.27
		BILL J. SCOTT	MUNICIPAL JUDGE SERVICES	800.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MUNICIPAL JUDGE SERVICES	800.00
		AT&T MOBILITY	DEC 20 - JAN 19	28.45
		RODNEY RAMSEY	COURT PROSECUTOR	400.00
			MARCH SERVICES	400.00
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	69.62
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	952.09
		TEXAS COURT CLERKS ASSOCIATION	WESTEN YEARLY DUES	55.00
			SHELLEY YEARLY DUES	55.00
		TYLER TECHNOLOGIES	BRAZOS RDC SOFTWARE	1,055.81
			BRAZOS COURT INTERFACE	980.38
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	13.41
			DEARBORN PREMIUMS 2022-03	14.71
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	2,389.62
			TOTAL:	8,755.07
FIRE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	370.76
			TMRS RETIREMENT	370.76
		U. S. TREASURY	FICA WITHHOLDING	219.27
			FICA WITHHOLDING	219.27
			FICA WITHHOLDING	359.83
			MEDICARE WITHHOLDING	51.28
			MEDICARE WITHHOLDING	51.28
			MEDICARE WITHHOLDING	84.15
		ATMOS ENERGY CORP.	GAS BILL	338.48
		AT&T MOBILITY	VVFD FIRST NET BILL - LAST	90.30
			FIRST NET-VVFD-LAST BILL	130.14
			DEC 20 - JAN 19	40.63
		MANSFIELD OVERHEAD DOOR, LLC	REPAIR OVERHEAD DOOR	1,235.00
		ARCHIE GERBINE	YEARLY TESTING 1 PPE DEVIC	1,152.00
		CASCO INDUSTRIES, INC.	QC FOR FILL STATION, FITTI	2,497.00
		LONE STAR LASER CREATIONS	ACCOUNTABILITY TAGS - FD	336.00
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	18.63
		VENUS AUTO PARTS LLC	TRUCK WASHING SUPPLIES	31.96
			GAS CAP FOR B72	10.99
			ELBOW, NIPPLE, PASTE	17.57
			CORD & RECEPTACLE FOR DRYE	27.98
			HEADLIGHT FOR C72	9.99
		VENUS MOBILE 1	R72 SAFETY INSPECTION	7.00
			B272 SAFETY INSPECTION	7.00
			INSPECTION	25.50
			B72 INSPECTION	7.00
		WEX BANK	FUEL	298.29
			FUEL	730.13
		GEXA ENERGY	FIRE DEPT	159.71
			ICE STORM RECOVERY	76.82
			FIRE DEPT	205.62
			ICE STORM RECOVERY	76.82
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMUIMS 2022-03	26.00
			DEARBORN PREMIUMS 2022-03	27.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	5,518.26
			TOTAL:	14,832.50
STREETS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	330.75
			TMRS RETIREMENT	435.44
		U. S. TREASURY	FICA WITHHOLDING	235.04
			FICA WITHHOLDING	158.84
			FICA WITHHOLDING	163.28
			MEDICARE WITHHOLDING	54.97
			MEDICARE WITHHOLDING	37.15
			MEDICARE WITHHOLDING	38.20
		CITY OF VENUS - PETTY CASH	TCEQ TESTING - S. LUTTRELL	25.00
			TCEQ TESTING - S LUTTRELL	25.00
		AT&T MOBILITY	DEC 20 - JAN 19	82.39
		FRONTIER ACCESS LLC	25% PUBLIC WORKS	38.41
		CINTAS	FTZGERALD,KSTNER,OLDHAM,HM	15.32
			FTZGRLD,KISTNER,OLDHAM,HOM	92.07
			FTZGRLD,KISTNER,OLDHAM,HOM	14.07
			FTZGERALD,KISTNER,HOMESLEY	14.07
			FITZGERALD,KISTNER,HOMESLE	11.99
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	6.86-
		G & S SAFETY PRODUCTS	JACKET FOR FITZGERALD	139.09
		JACOB MARTIN, LLC	PROPOSED REG REVIEW-INFRAS	107.92
			CIP - STREETS	7,000.00
			CIP - DRAINAGE	600.00
		DOBIE SUPPLY, LLC	SCHOOL LIMIT SIGNS	291.00
			SCHOOL LIMIT SIGNS	291.00
			SCHOOL LIMIT SIGN	88.50
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,450.44
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	7.77
		TXU ENERGY	STLG 1 78924SD	1,626.03
			STLG 2 61834SD	76.36
			STLG A 962586LE	51.70
			STLG-C LE 22287LE	1,020.44
			STLG-C LE 141-180	146.57
		VENUS AUTO PARTS LLC	CONCRETE FOR SPEED LIMIT S	4.99
			YELLOW PAINT STEPS - CITY	7.99
		WALMART	INCLIMATE WEATHER SUPPLIES	39.37
		TRACTOR SUPPLY CO.	ANTIFREEZE	9.99
			5GAL GAS CAN	10.33
		VENUS MOBILE 1	2018 TOYO TUNDRA VIN:2679	6.38
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157 - PW SHOP	19.77
		WEX BANK	FUEL	13.56
			FUEL	412.22
		GEXA ENERGY	STREETS	358.37
			ICE STORM RECOVERY	112.16
			STREETS	403.53
			ICE STORM RECOVERY	112.16
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68-
			DEARBORN PREMIUMS 2022-03	1.84
			DEARBORN PREMUIMS 2022-03	9.03-
			DEARBORN PREMUIMS 2022-03	10.73
			DEARBORN PREMIUMS 2022-03	9.86-
			DEARBORN PREMIUMS 2022-03	11.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	4,019.89
			TOTAL:	20,194.43
PARKS & RECREATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	508.60
			TMRS RETIREMENT	465.66
		U. S. TREASURY	FICA WITHHOLDING	265.15
			FICA WITHHOLDING	292.92
			FICA WITHHOLDING	269.65
			MEDICARE WITHHOLDING	62.02
			MEDICARE WITHHOLDING	68.52
			MEDICARE WITHHOLDING	63.07
		AT&T MOBILITY	DEC 20 - JAN 19	91.98
		KINGS GATE	CAMERA INSTALL PARK BR	325.50
			PAVILLION CAMERA REPAIR	632.40
			KVWM SWITCH TO NVR'S	154.95
		FRONTIER ACCESS LLC	25% PUBLIC WORKS	38.40
		CINTAS	CANTU,MOORE,HOMESLEY	14.16
			CANTU,MOORE,HOMESLEY	14.06
			CANTU,MOORE,HOMELSEY	14.06
			CANTU,MOORE,HOMESLEY	14.06
			CANTU,MOORE,HOMESLEY	13.89
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	70.40
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,900.23
		EDWIN TREE SERVICE	REMOVAL AND HAUL OFF 2 TRE	1,500.00
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	7.76
		VENUS AUTO PARTS LLC	FAUCET COVER	4.29
			WASP KILLER	3.99
			TORX	7.89
			AMBER REFLECTORS	11.97
			SLIDING WINDOW LOCK	2.99
			BAG OF QUICKRETE	4.99
			HOSE CLAMPS	4.76
			LIGHTBULBS FOR THE SQUARE	133.95
			TAPE MEASURE/NUTS/BOLTS	44.88
		WALMART	INCLIMATE WEATHER SUPPLIES	39.37
		TRACTOR SUPPLY CO.	RAIN X BUG REMOVER	16.00
			ANTIFREEZE	10.00
		VENUS MOBILE 1	OIL CHANGES	122.92
			2018 TOYO TUNDRA VIN:2679	6.37
		WEX BANK	FUEL	115.24
			FUEL	610.11
		GEXA ENERGY	PARKS & REC	152.28
			ICE STORM RECOVERY	43.16
			PARKS & REC	430.78
			ICE STORM RECOVERY	43.16
		THE BURLY CORPORATION OF NORTH AMERICA	CABLES & CLAMPS FOR POSTS	489.00
			CABLES & CLAMPS FOR POSTS	100.88
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	7.36
			DEARBORN PREMIUMS 2022-03	1.84
			DEARBORN PREMUIMS 2022-03	25.38
			DEARBORN PREMUIMS 2022-03	10.73
			DEARBORN PREMIUMS 2022-03	27.87
			DEARBORN PREMIUMS 2022-03	11.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	6,904.94
			TOTAL:	16,176.31
CITY-WIDE (NON-DEPARTM	GENERAL FUND	CITY OF VENUS - PETTY CASH	POSTAGE-RETURN SERVICE REQ	4.69
			ADDRESS CHANGES - POSTAL C	0.67
		AT&T MOBILITY	DEC 20 - JAN 19	56.90
		FRONTIER ACCESS LLC	CITY HALL	92.40
		CINTAS	CITY HALL FLOOR MATS	31.41
			CITY HALL FLOOR MATS	31.41
			CITY HALL FLOOR MATS	31.41
			CITY HALL FLOOR MATS	31.41
			CITY HALL FLOOR MATS	31.41
		BROADVOICE	BROADVOICE PH SERVICE	308.00
			EFAX	23.16
			INTERNATIONAL CHARGES	0.24
		MIDLO H2O	#5 gal RO H20	60.00
		XEROX FINANCIAL SERVICES	FEB 22 LEASE 02/01-02/28/2	228.00
			XEROX LEASE PAYMENT	228.00
		XEROX USAGE	3545 @$0.047 COLOR	166.62
			2891 @ 0.006 BW	18.97
			1879 @ $0.047 COLOR	88.31
			2891 @0.006 BW	17.35
		FTDJ, LLC	MONTHLY CONTRACT	3,000.00
			EMAIL THREAT & BACK-UP	210.00
			MICROSOFT OFFICE 365	666.00
		AKINS ENVIRONMENTAL CLEANING	02/14/22 CITY COUNCIL MEET	125.00
		PITNEY BOWES PURCHASE POWER	MACHINE REFILL	499.00
		TEXAS MUNICIPAL LEAGUE	FY2022 RENEWAL	1,272.00
		TEXAS SOCIAL SECURITY PROGRAM	FY 2022 ANNUAL FEES	35.00
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SMARTBUY/TXMAS	100.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67 - CITY HALL	42.73
		GEXA ENERGY	CITY-WIDE	1,312.49
			ICE STORM RECOVERY	497.42
			CITY-WIDE	1,352.32
			ICE STORM RECOVERY	497.42
		DROP SHOT PEST CONTROL	CITY HALL	55.00
			TOTAL:	11,114.74
NON-DEPARTMENTAL	CPF-2020 BOND PROC	BIRKHOFF,HENDRICKS & CARTER, LLP	RAILROAD PERMITTING COSTS	235.93
			FINAL DESIGN BUDGET	39,951.50
			TOTAL:	40,187.43
NON-DEPARTMENTAL	VVFD FUND	STRYKER FLEX FINANCIAL	LIFEPAK 15 CARDIAC MONITOR	30,842.55
		METRO FIRE APPARATUS SPECIALISTS, INC.	COMPRESSOR & FILL STATION	32,351.00
		CASCO INDUSTRIES, INC.	FLOW TEST	135.00
			SCBA RECHARGABLE BATTERIES	2,244.00
			SCBA GI CHARGING STATION	703.00
			9 SCBA W/CYL @ $6,286 EA	56,576.00
		VENUS AUTO PARTS LLC	SMALL LADDER	122.15
			TOTAL:	122,973.70
NON-DEPARTMENTAL	VENUS COMM DEVELOP	AKINS ENVIRONMENTAL CLEANING	02/14/22 CITY COUNCIL MEET	125.00-
			TOTAL:	125.00-
SPEC REV DEPT/VCSDC	VENUS COMM DEVELOP	AT&T MOBILITY	DEC 20 - JAN 19	40.63
		KINGS GATE	KVM SWITCH TO NVR'S	144.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FRONTIER ACCESS LLC	CIVIC CENTER	91.65
		MICHAEL B. HALLA	JAN 2022 RETAINER	300.00
		AKINS ENVIRONMENTAL CLEANING	02/14/22 CITY COUNCIL MEET	125.00
			02/16/22 ROUTINE - NO KITC	175.00
			02/22/22 ROUTINE PLUS KITC	175.00
			02/24/22 ROUTINE - NO KITC	125.00
			02/24/22 CONFERENCE ROOM	15.00
			02/25/22 ROUTINE PLUS KITC	175.00
			02/26/22 ROUTINE PLUS KITC	175.00
		HEARTLAND PARK & RECREATION LLC	FINAL PAYMENT OF INSTALL	37,234.50
		AZUL VALLEY CONSTRUCTION	PARKING LOT LIGHTING	2,105.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67-VENUS SIGN	34.73
			CR 213 IRRIG-VENUS SIGN	34.73
		GEXA ENERGY	CIVIC CENTER	901.39
			ICE STORM RECOVERY	337.13
			CIVIC CENTER	1,179.85
			ICE STORM RECOVERY	337.13
		NEMA 3 ELECTRIC, INC.	RELAMP OUTSIDE LIGHT	180.00
		DROP SHOT PEST CONTROL	CIVIC CENTER	65.00
			TOTAL:	43,951.69
SPECIAL REV FUND/GRANT	GRANTS FUND	FUQUAY INC	MANHOLE REHAB PROJECT	73,550.00
			TOTAL:	73,550.00
PUBLIC WORKS	STREET TAX FUND	PROFESSIONAL COATING TECHNOLOGIES, INC	POTHOLE PATCH TACK	142.80
			TOTAL:	142.80
NON-DEPARTMENTAL	HAWK RIDGE PSA	JACOB MARTIN, LLC	RECLASS SPENT PSA REVENUE	4,550.00
			RECLASS SPENT PSA REVENUE	4,550.00-
			TOTAL:	0.00
NON-DEPARTMENTAL	HAWK RIDGE PSA	JACOB MARTIN, LLC	PLAN REVIEW - SEWER PROJEC	4,550.00
			TOTAL:	4,550.00
NON-DEPARTMENTAL	BRAHMAN RANCH I PS	P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	68.35
			RECLASS SPENT PSA DEPOSIT	68.35-
		SPI ASPHALT, LLC	RCL DEFERRED REV SPENT	60,100.00
			RCL DEFERRED REV SPENT	60,100.00-
		BIRKHOFF,HENDRICKS & CARTER, LLP	RECLASS SPENT REVENUE	1,604.66
			RECLASS SPENT REVENUE	1,604.66-
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH I PS	P3WORKS LLC	BRAHMAN I CONSULTING	68.35
		SPI ASPHALT, LLC	ACCESS ROAD TO WTPP	60,100.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	BRAHMAN RANCH I	1,604.66
			TOTAL:	61,773.01
NON-DEPARTMENTAL	PATRIOT ESTATES PI	BIRKHOFF,HENDRICKS & CARTER, LLP	RECLASS SPENT REVENUE	266.97
			RECLASS SPENT REVENUE	266.97-
			TOTAL:	0.00
NON-DEPARTMENTAL	PATRIOT ESTATES PI	BIRKHOFF,HENDRICKS & CARTER, LLP	PATRIOT ESTATES PH 8	266.97
			TOTAL:	266.97
NON-DEPARTMENTAL	JMJ DEVELOPMENTS P	P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	983.77
			RECLASS SPENT PSA DEPOSIT	983.77-

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				RECLASS SPENT PSA DEPOSIT	250.00
				RECLASS SPENT PSA DEPOSIT	250.00-
				TOTAL:	0.00
NORTHSTAR DEVELOPMENT	JMJ DEVELOPMENTS P	P3WORKS LLC		JMJ CONSULTING	983.77
				JMJ-DIST FORMATION/TIRZ PR	250.00
				TOTAL:	1,233.77
NON-DEPARTMENTAL	BRAHMAN RANCH II P	JACOB MARTIN, LLC		RECLASS SPENT PSA REVENUE	92.50
				RECLASS SPENT PSA REVENUE	92.50-
		P3WORKS LLC		RCL SPENT PSA DEPOSIT	255.85
				RCL SPENT PSA DEPOSIT	255.85-
				TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH II P	JACOB MARTIN, LLC		PUMP STATION SUBMIT REVIEW	92.50
		P3WORKS LLC		BRAHMAN II CONSULTING	255.85
				TOTAL:	348.35
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM		TMRS RETIREMENT	993.16
				TMRS RETIREMENT	1,040.67
		U. S. TREASURY		FEDERAL WITHHOLDING	817.53
				FEDERAL WITHHOLDING	791.80
				FEDERAL WITHHOLDING	930.00
				FICA WITHHOLDING	868.44
				FICA WITHHOLDING	854.56
				FICA WITHHOLDING	908.37
				MEDICARE WITHHOLDING	203.11
				MEDICARE WITHHOLDING	199.87
				MEDICARE WITHHOLDING	212.44
		CHILD SUPPORT DISTRIBUTION FUND		CASE ID 0014129442	436.46
				CASE ID 0014129442	436.46
		MISC VENDOR	TAYLOR, JOANIE	01-4430-01	22.29
			ULRICH BARN BUILDERS	01-0041-00	200.00
			DURRETT, CHARITY	01-4400-03	18.42
			SFR JV-2 PROPERTY LL	02-0298-02	243.74
			SFR JV-2 PROPERTY LL	02-0905-02	141.48
			SFR JV-HD PROPERTY L	02-1175-01	50.57
			PATE JONES PAVING	03-0022-00	1,347.82
		FIRST UNUM LIFE INSURANCE CO		DENTAL/VISION 2022-03	79.05
		TML HEALTH		TML HEALTH PREMIUMS 2022-0	465.95
		STATE COMPTROLLER		SALES TAXES PAID TO STATE	3,003.07
				TIMELY PAYMENT DISCOUNT	15.01-
		CAREFLITE		CITIZEN BILLING	320.00
		COLONIAL LIFE		COL ACCIDENT PR DEDUCTIONS	11.86
				COL ACCIDENT PR DEDUCTIONS	11.86
				COL CANCER PR DEDUCTIONS	15.80
				COL CANCER PR DEDUCTIONS	15.80
				COL HOSPCONF PR DEDUCTIONS	8.23
				COL HOSPCONF PR DEDUCTIONS	8.23
				COL CRITICAL ILL PR DEDUCT	7.58
				COL CRITICAL ILL PR DEDUCT	7.58
		DEARBORN LIFE INSURANCE CO		LVC PAYROLL DEDUCTIONS	2.33
				LVC PAYROLL DEDUCTIONS	2.33
				LVE PAYROLL DEDUCTIONS	76.85
				LVE PAYROLL DEDUCTIONS	76.90
				LVS PAYROLL DEDUCTIONS	34.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LVS PAYROLL DEDUCTIONS	34.81
			TOTAL:	14,885.22
ADMINISTRATION	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	672.73
			TMRS RETIREMENT	671.45
		U. S. TREASURY	FICA WITHHOLDING	381.98
			FICA WITHHOLDING	384.46
			FICA WITHHOLDING	407.23
			MEDICARE WITHHOLDING	89.33
			MEDICARE WITHHOLDING	89.91
			MEDICARE WITHHOLDING	95.23
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM	34.99
		AT&T MOBILITY	DEC 20 - JAN 19	60.71
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	123.35
		DATAPROSE, LLC	FEBRUARY BILLS	577.31
			FEBRUARY LATE NOTICES	116.48
			POSTAGE USED	859.48
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,922.54
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	6.21
		VENUS MOBILE 1	2018 TOYO COROLLA VIN:9609	25.50
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157 - PW SHOP	19.76
		FRONTIER COMMUNICATIONS	PUBLIC WORKS LANDLINE	95.68
			PUBLIC WORKS LANDLINE	104.47
		DROP SHOT PEST CONTROL	PUBLIC WORKS BLDG	65.00
		ARAMARK UNIFORM SERV	EMBROIDERED CITY JACKET	51.97
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	3.68
			DEARBORN PREMIUMS 2022-03	5.52
			DEARBORN PREMUIMS 2022-03	9.59
			DEARBORN PREMUIMS 2022-03	40.13
			DEARBORN PREMIUMS 2022-03	10.52
			DEARBORN PREMIUMS 2022-03	37.14
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	9,411.22
			TOTAL:	16,373.57
WATER DEPARTMENT	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	515.58
			TMRS RETIREMENT	561.27
		U. S. TREASURY	FICA WITHHOLDING	281.65
			FICA WITHHOLDING	279.19
			FICA WITHHOLDING	294.20
			MEDICARE WITHHOLDING	65.87
			MEDICARE WITHHOLDING	65.30
			MEDICARE WITHHOLDING	68.79
		ATMOS ENERGY CORP.	301 S. MAIN ST	199.03
		CITY OF MIDLOTHIAN	2,331,500 GALLONS	58,329.60
		MISC VENDOR SHAWN LUTTRELL	TRAVEL EXPENSES TCEQ TESTI	27.61
		AT&T MOBILITY	DEC 20 - JAN 19	114.38
		FRONTIER ACCESS LLC	25% PUBLIC WORKS	38.41
		CINTAS	MOORE,WESTEN,LUTTRELL,HOME	16.73
			MOORE,WESTEN,LUTTRELL,HOME	16.63
			MOORE,WESTEN,LUTTRELL,HOME	16.63
			SMITH,WESTEN,LUTTRELL,HOME	16.63
			SMITH,WESTEN,LUTTRELL,HOME	16.47
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	84.12
		ABILENE PLUMBING SUPPLY CO., INC	NUT FORD COUPLING	581.76
			MECHANICAL JOINT TEE	174.93
			WHITE MARKING PAINT	73.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		G & S SAFETY PRODUCTS	WESTEN SHIRTS	99.02
		JACOB MARTIN, LLC	PROPOSED REG REVIEW-INFRAS	107.92
			33% UPDATE CONSTR STANDARD	1,625.00
			33% UPDATE CONSTR STANDARD	1,625.00
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,199.30
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	10.87
		VENUS AUTO PARTS LLC	BATTERY FOR WATER SAMPLES	7.99
			STICKER REMOVAL ON TRUCKS	6.99
		WALMART	INCLIMATE WEATHER SUPPLIES	39.37
		TRINITY RIVER AUTHORITY	LAB ANALYSIS	184.00
			WATER SAMPLES	100.00
		TRACTOR SUPPLY CO.	ANTIFREEZE	10.00
			5GAL GAS CAN	10.33
		VENUS MOBILE 1	2018 TOYO TUNDRA VIN:2679	6.38
			OIL CHANGE	44.36
		WEX BANK	FUEL	118.18
			FUEL	574.53
		GEXA ENERGY	50% PW BLDG & GDL	233.29
			ICE STORM RECOVERY	67.32
			50% PW BLDG & GDL	222.53
			ICE STORM RECOVERY	67.32
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	7.36
			DEARBORN PREMUIMS 2022-03	29.16
			DEARBORN PREMIUMS 2022-03	32.01
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	6,711.83
			TOTAL:	74,978.54
SANITATION	WATER & SEWER FUND	FRONTIER ACCESS LLC	1605 RESIDENTIAL CARTS	16,675.33
			51 RESIDENTIAL EXTRA CARTS	270.30
			1605 RESIDENTIAL RECYCLE C	6,644.70
			11 COMMERCIAL CARTS	210.43
			2 COMMERCIAL EXTRA CARTS	22.96
			DUMPSTERS	10,247.37
			ROLL-OFFS	6,285.19
			TOTAL:	40,356.28
SEWER DEPARTMENT	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	328.38
			TMRS RETIREMENT	356.50
		U. S. TREASURY	FICA WITHHOLDING	204.79
			FICA WITHHOLDING	190.90
			FICA WITHHOLDING	206.94
			MEDICARE WITHHOLDING	47.88
			MEDICARE WITHHOLDING	44.63
			MEDICARE WITHHOLDING	48.38
		MISC VENDOR SHAWN LUTTRELL	TRAVEL EXPENSES TCEQ TESTI	27.61
		AT&T MOBILITY	DEC 20 - JAN 19	114.39
		FRONTIER ACCESS LLC	25% PUBLIC WORKS	38.40
		CINTAS	WESTEN,LUTTRELL,HOMESLEY	10.82
			WESTEN,LUTTRELL,HOMESLEY	10.72
			WESTEN,LUTTRELL,HOMESLEY	10.72
			WESTEN, LUTTRELL, HOMESLEY	10.72
			WESTEN,LUTTRELL,HOMESLEY	10.56
		UNITED COOPERATIVE	FM 157/WASTE WATER TREAT	197.33
			CR 213	25.00
			PLAINVIEW ACRES	25.00
			CR 214/TS2/3PH/C11	580.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LIFTSTATIONS	25.00
			CR 214 LIFTSTATION	489.06
			CR 214/TS2/3PH/C11 LIFTSTA	18.70
		FIRST UNUM LIFE INSURANCE CO	DENTAL/VISION 2022-03	84.12
		G & S SAFETY PRODUCTS	WESTEN SHIRTS	99.02
		JACOB MARTIN, LLC	PROPOSED REG REVIEW-INFRAS	107.91
			33% UPDATE CONSTR STANDARD	1,625.00
			CIP - SEWER	1,400.00
			TRA MEETINGS, BACKUP POWER	6,442.73
		ARC ELECTRIC LTW LLC	WIRE/INSTALL LIGHTS AT LIF	1,543.25
		TML HEALTH	TML HEALTH PREMIUMS 2022-0	1,199.29
		ENTERPRISE FLEET MANAGEMENT INC	FLEET MAINTENANCE-MARCH 20	4.65
		VENUS AUTO PARTS LLC	LATCH /TOOL FOR UT TRUCK	15.38
		WALMART	INCLIMATE WEATHER SUPPLIES	39.37
			KODAK FZ43/USB/SD CARD	92.26
		TRINITY RIVER AUTHORITY	M&O	22,251.00
			DEBT SERVICES	75,522.00
			SHIPPING / SUPPLIES	19.32
		TRACTOR SUPPLY CO.	ANTIFREEZE	9.99
			5GAL GAS CAN	10.32
		VENUS MOBILE 1	2018 TOYO TUNDRA VIN:2679	6.37
		WEX BANK	FUEL	55.45
			FUEL	381.37
		GEXA ENERGY	50% PW BLDG & GDL	233.29
			LIFT STATIONS	719.30
			ICE STORM RECOVERY	454.67
			50% PW BLDG & GDL	222.53
			LIFT STATIONS	1,430.31
			ICE STORM RECOVERY	454.67
		DEARBORN LIFE INSURANCE CO	DEARBORN PREMIUMS 2022-03	7.36
			DEARBORN PREMUIMS 2022-03	29.15
			DEARBORN PREMIUMS 2022-03	32.01
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	4,636.85
			TOTAL:	122,152.19
NON-DEPARTMENTAL	W/S CPF - 2018 CO	BIRKHOFF,HENDRICKS & CARTER, LLP	PLANS, BIDDING, REPRODUCT	3,492.85
			TOTAL:	3,492.85
NON-DEPARTMENTAL	GF CPF - 2018 CO B	JACOB MARTIN, LLC	ENGINEERING LAYOUT REVIEW-	350.00
		FTDJ, LLC	NEW INSTALL-FD-CABLE	150.00
			NEW INSTALL-EDC-CABLE	150.00
		AZUL VALLEY CONSTRUCTION	OLD POLICE BLDG REHAB-PH 1	4,230.00
		SAFEBUILT LLC	210 S WALNUT STREET	85.00

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION		AMOUNT
NON-DEPARTMENTAL	WATER & SEWER FUND	TAYLOR, JOANIE	US REFUNDS		22.29
				TOTAL:	4,987.29
				TOTAL:	0.00
				TOTAL:	0.00
				TOTAL:	0.00

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

10	GENERAL FUND	401,359.99
11	CPF-2020 BOND PROCEEDS	40,187.43
13	VVFD FUND	122,973.70
30	VENUS COMM DEVELOP	43,826.69
40	GRANTS FUND	73,550.00
50	STREET TAX FUND	142.80
54	HAWK RIDGE PSA	4,550.00
56	BRAHMAN RANCH I PSA	61,773.01
57	PATRIOT ESTATES PID	266.97
58	JMJ DEVELOPMENTS PSA	1,233.77
59	BRAHMAN RANCH II PSA	348.35
60	WATER & SEWER FUND	268,768.09
64	W/S CPF - 2018 CO BONDS	3,492.85
70	GF CPF - 2018 CO BONDS	4,965.00
	GRAND TOTAL:	1,027,438.65

TOTAL PAGES: 15

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: 99
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: 3/01/2022 THRU 3/31/2022

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 3/01/2022 THRU 3/31/2022

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: MARCH 2022
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Venus
Credit Card Charges -Pay Request

Cardholder Nam James Groom

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.
MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/21/2022	Johnson County Tax Ofc	Svc Fee Vehicle Registration	Groom	5-0050-0445	Vehicle R & M	1.00	-	1.00
1/21/2022	Johnson County Tax Ofc	Vehicle Registration	Groom	5-0050-0445	Vehicle R & M	7.50	-	7.50
1/28/2022	University Hotel	Chief Training Hotel Room	Groom	5-0050-0415	Training	542.15	-	542.15
							-	-
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								-
Total Monthly Charges							-	-
						550.65	-	550.65

agree with

Cardholder Signature ____ Date 03/28/2022

Finance Director Signature ____ Date 3/28/22

City Administrator's Signature X ____ Date 3/31/22

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Cheryl Estes

Payee: Citi Bank Master Card

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Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/4/2022	AMAZON	2022 ERASABLE CALENDAR - CITY SECRETARY	CG	10-5-0015-0421	OFFICE SUPPLIES	28.17		28.17
1/4/2022	AMAZON	30GAL TRASH BAGS , 8 Gal bags	MW	10-5-0095-0429	DEPT SUPPLIES	57.40		57.40
1/5/2022	FULLIDENTITY	ID CARD - RICHARD ALLEN	SW	10-5-0030-04~~76~~ 68	~~NEW HIRE PRE SCREENING~~ IT	25.60		25.60
1/9/2022	AMAZON	1099 NEC FORMS FOR 2021	CE	10-5-0025-0429	DEPT SUPPLIES	46.92		46.92
1/10/2022	FULLIDENTITY	ID CARD - JOHN FITZGERALD	SW	10-5-0030-04~~76~~ 68	~~NEW HIRE PRE SCREENING~~ IT	30.50		30.50
1/9/2022	AMAZON	W2 FORMS 2021 INCOME	CE	10-5-0025-0429	DEPT SUPPLIES	24.47		24.47
1/14/2022	CHECKSFORLESS	BLUESTEM HILLS PID CHECKS	CE	55-5-0000-0421	BLUESTEM PID	96.95		96.95
1/17/2022	ADOBE CREATIVE CLOUD	CREATIVE CLOUD APPS/ACROBAT PRO DC	CE	10-5-0095-0468	IT	215.91		215.91
1/18/2022	UATTEND	MONTHLY SERVICE FEE	CE	10-5-0095-0468	IT	100.67		100.67
1/18/2022	AMAZON	IPAD STYLUS FOR ECONOMIC DEVELOPMENT	MW	~~10-5-0020-0421~~ 30-5-0020-0421	OFFICE SUPPLIES	47.00		47.00
01/18/2022	FULLIDENTITY	ID CARD - OSCAR ORTIZ	SW	10-5-0030-04~~76~~ 68	~~NEW HIRE PRE SCREENING~~	30.50		30.50
01/20/2022	FULLIDENTITY	ID CARD - JUSTIN KISTNER	SW	10-5-0030-04~~76~~ 68	~~NEW HIRE PRE SCREENING~~	30.50		30.50
1/24/2022	UATTEND	CREDIT - GOODS AND SERVICES	CE	10-5-0095-0468	IT	(46.90)		(46.90)
1/26/2022	TEXAS DEPT MTR VEHICLES	VEH REG 2015 CHEV TK VIN:5535	MW	10-5-0080-0445	VEH REPAIRS & MAINT	8.25		8.25
1/26/2022	TX GOV SERVICEFEE	SERVICE FEE VEH REG	MW	10-5-0080-0445	VEH REPAIRS & MAINT	2.00		2.00
1/31/2022	AMAZON	EPSON PRINTER POWER CABLE	MW	10-5-0020-0421	OFFICE SUPPLIES	17.99		17.99
1/31/2022	AMAZON	EPSON PRINTER POWER CABLE	MW	10-5-00~~2~~60-0421	OFFICE SUPPLIES	17.99		17.99
1/31/2022	AMAZON	BATH TOWELS/CLOROX/WASHCLOTHS (FD)	MW	10-5-0070-0429	DEPT ~~OFFICE~~ SUPPLIES	119.97		119.97
2/1/2022	INT'L CODE COUNCIL INC	INT'L CODES YEARLY DOWNLOAD UPDATES	JC	10-5-0055-0468	IT	34.10		34.10
						887.99	-	887.99

35.98

Total must agree with credit card statement

Cardholder Signature [signature] Date 3/28/22

Finance Signature [signature] Date 3/28/22

City Administrator's Signature X [signature] Date 3/31/22

Monthly Credit Card Pay Form V1

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Callie Green

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.
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Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge	
1/7/2022	Amazon Marketplace	Certificate holders; gold seals	CG	5-0015-0421	Office Supplies	32.24		32.24	
1/12/2022	Johnson Co Clerks Office	Plats & ordinance filings	CG	5-0015-0492	Recording/filing fees	223.65		223.65	
1/24/2022	U-Attend	Time Clock - Fire Dept Bldg	CG	70-5-0000-0670	Fire Dept Bldg Renovation	189.48	15.63	205.11	
		Time Clock - New ED Bldg	CG	70-5-0000-0671	Old PD Bldg Renov Ph 1	189.48	15.64	205.12	615.35
		Time Clock - Civic Center	CG	10-5-0010-0485	Mayor Projects	189.48	15.64	205.12	
01/28/2022	PayPal-Yellow Rose of TX	Yellow Rose Chapter Luncheon	CG	10-5-0015-0416	Travel & Training	20.00		20.00	
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Total Monthly Charges						844.33	46.91	891.24	

Total must agree with credit card statement

Cardholder Signature Callie Green Date 3/28/22

Finance Director's Signature Date 3/28/22

City Administrator Signature X Date 3/31/22

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Michael Gleason CBO MCP

Payee: Citi Bank Master Card

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Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/12/2022	The BER Energy Resources	Required CEU for Energy Cert MG	M. Gleason	5-0020-0416	Employee Training	299.00	-	299.00
1/19/2022	BlueBeam	Bluebeam Revu for O. Ortiz	M. Gleason	5-0200-0421	Office Supplies	349.00	28.79	377.79
1/25/2022	ICC	Required books for Jennifer's test	M. Gleason	5-0200-~~0421~~ 0416	Office Supplies	110.90	9.15	120.05
1/28/2022	England Code Training	Permit Technician Study Guide	M. Gleason	5-0020-0416	Employee Training	69.00		69.00
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Total Monthly Charges						827.90	37.94	865.84

Total must agree with credit card statement

Cardholder Signature ______________ Date 2/7/2022

Finance Director's Signature ______________ Date 3/28/22

City Administrator Signature X ______________ Date 3/31/2022

City of Venus

Credit Card Charges -Pay Request

Cardholder Name: Richard Allen

Payee: Citi Bank Master Card

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Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/21/22	Best Buy	Protective Case for City Cell Phone	R. Allen	10-5-0070-~~430~~ 0430	Cell Phones & MIFI	59.99	-	59.99
1/27/22	US Post Office	Postage and mailer for FRO	R. Allen	10-5-0070-~~423~~ 0423	Postage	11.84	-	11.84
1/31/22	Office Depot	Office Supplies	R. Allen	10-5-0070-~~421~~ 0421	Office Supplies	121.84	-	121.84
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Total Monthly Charges						193.67	-	193.67

Total must agree with credit card statement

Cardholder Signature ____ Date 2/7/22

Finance Director's Signature ____ Date 3/28/22

City Administrator Signature X Tommy Roberts Date 3/31/22

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Jason Gordon

Payee: Citi Bank Master Card

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Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge	
1/24/2022	Texas DMV	Vehicle Registration 7422	J.Gordon	5-0050-0445	Vehicle Maint	8.50		8.50	
1/26/2022	LLRMI	Training	H. Syvertson	5-0050-0415	Training	295.00		295.00	
1/26/2022	UPS store	Mailed Lasers and Sim gun back	J.Gordon	5-0050-0423	Postage	30.75		~~30.75~~	37.17
1/31/2022	Texas DMV	Vehicle Registration 1113045	J.Gordon	5-0050-0445	Vehicle Maint	31.91		~~31.91~~	10.25
2/1/2022	Amazon	Card Holders	J.Gordon	5-0050-0429	Dept Supplies	71.94		71.94	
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Total Monthly Charges						438.10	-	~~438.10~~	422.8

Total must agree with credit card statement

Cardholder Signature __________________ Date 2-8-22

Finance Director's Signature __________________ Date 3/28/22

City Administrator Signature __________________ Date 3/31/2022

Copy of Blank Monthly Credit Card Pay Form October

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: TROY HOPKINS

Payee: Citi Bank Master Card - JANUARY 2022

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MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge	
1/7/2022	SUNCOAST LEARNING SYS	PUMP AND MOTOR MAINT. CH	TH	60-5-0065-0416	TRAVEL & TRAINING	350.00		350.00	
1/7/2022	DRY CLEAN SUPER CENTER	CIVIC CENTER TABLE CLOTHES	TH	30 10-5-0090-0442	BUILDING R&M	120.66		120.66	
1/7/2022	TEXAS CHAPTER AMERICAN	TX-APWA WORKSHOP	TH	10-5-0080-0416	TRAVEL & TRAINING	72.25		72.25	
		TX-APWA WORKSHOP	TH	60-5-0045-0416	TRAVEL & TRAINING	72.25		72.25	$289.00
		TX-APWA WORKSHOP	TH	60-5-0065-0416	TRAVEL & TRAINING	72.25		72.25	
		TX-APWA WORKSHOP	TH	60-5-0085-0416	TRAVEL & TRAINING	72.25		72.25	
1/11/2022	AUTOZONE	BATTERY FOR TUNDRA	TH	60-5-0065-0445	VEHICLE R&M	92.23		92.23	
		BATTERY FOR TUNDRA	TH	60-5-0065-0445 85	VEHICLE R&M	92.22		92.22	$184.45
01/17/2022	TCEQ PAYMENT	WASTEWATER OPERATOR LICENSE	TH	60-5-0085-0416	TRAVEL & TRAINING	113.75		113.75	
1/18/2022	AMAZON	GLOVES	TH	10-5-0080-0429	DEPT. SUPPLIES	11.70		11.70	
		GLOVES	TH	10-5-0090-0429	DEPT. SUPPLIES	11.71		11.71	$46.83
		GLOVES	TH	60-5-0065-0429	DEPT. SUPPLIES	11.71		11.71	
		GLOVES	TH	60-5-0085-0429	DEPT. SUPPLIES	11.71		11.71	
1/18/2022	AMAZON	SAFETY GLASSES	TH	10-5-0080-0429	DEPT. SUPPLIES	3.69		3.69	
		SAFETY GLASSES	TH	10-5-0090-0429	DEPT. SUPPLIES	3.69		3.69	
		SAFETY GLASSES	TH	60-5-0065-0429	DEPT. SUPPLIES	3.69		3.69	$14.76
		SAFETY GLASSES	TH	60-5-0085-0429	DEPT. SUPPLIES	3.69		3.69	
1/20/2022	COMFORT INNS	ROOM FOR CASEY FOR CLASS	TH	10-5-0080-0416	TRAVEL & TRAINING	110.20		110.20	
		ROOM FOR CASEY FOR CLASS	TH	60-5-0065-0416	TRAVEL & TRAINING	110.20		110.20	$330.61
		ROOM FOR CASEY FOR CLASS	TH	60-5-0085-0416	TRAVEL & TRAINING	110.21		110.21	
1/20/2022	TEEX ECOMMERCE	VALVE & HYDRANT MAINT CLASS	TH	10-5-0080-0416	TRAVEL & TRAINING	151.67		151.67	
		VALVE & HYDRANT MAINT CLASS	TH	60-5-0065-0416	TRAVEL & TRAINING	151.67		151.67	$ 455.00
		VALVE & HYDRANT MAINT CLASS	TH	60-5-0085-0416	TRAVEL & TRAINING	151.66		151.66	
1/21/2022	AMAZON	BLACK SAFETY GLASSES	TH	10-5-0080-0429	DEPT. SUPPLIES	4.00		4.00	
		BLACK SAFETY GLASSES	TH	10-5-0090-0429	DEPT. SUPPLIES	3.99		3.99	$15.97
		BLACK SAFETY GLASSES	TH	60-5-0065-0429	DEPT. SUPPLIES	3.99		3.99	
		BLACK SAFETY GLASSES	TH	60-5-0085-0429	DEPT. SUPPLIES	3.99		3.99	
1/21/2022	AMAZON	AIR FILTER FOR COMPRESSOR	TH	10-5-0080-0429	DEPT. SUPPLIES	4.25		4.25	
		AIR FILTER FOR COMPRESSOR	TH	10-5-0090-0429	DEPT. SUPPLIES	4.25		4.25	$16.99
		AIR FILTER FOR COMPRESSOR	TH	60-5-0065-0429	DEPT. SUPPLIES	4.25		4.25	
		AIR FILTER FOR COMPRESSOR	TH	60-5-0085-0429	DEPT. SUPPLIES	4.24		4.24	
1/26/2022	BOOT BARN	JOHN FITZGERALD BOOTS	TH	10-5-0080-0420	UNIFORMS	134.99		134.99	
1/26/2022	ARAMARK	POLO SHIRTS FOR RACHEL	TH	60-5-0045-0420	UNIFORMS	41.96		41.96	
2/2/2022	AMAZON	PHONE SUPPLIES	TH	10-5-0080-0429	DEPT SUPPLIES	24.38		24.38	
Total Monthly Charges						2,139.35	-	2,139.35	

Total must agree with credit card statement

Cardholder Signature ______ Date 2/7/22

Finance Director's Signature ______ Date 3/28/22

City Administrator Signature X ______ Date 3/31/22

City of Venus
Credit Card Charges -Pay Request

Cardholder Name: Tonya Roberts

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.
MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge	
1/3/2022	Office Depot	High back office chair - FD	TR	5-0070-0421	Office Supplies	179.98		179.98	499.97
		Executive Desk - FD	TR	5-0070-0421	Office Supplies	319.99		319.99	
1/7/2022	Adobe Acrobat Pro	Annual subscription	TR	5-0070-0468	Information Technology	203.88	16.82	220.70	
1/8/2022	Adobe Acrobat Pro	Cancel - add to City subscription	TR	5-0070-0468	Information Technology	(203.88)	(16.82)	(220.70)	
1/24/2022	TX Tag	Toll tag purchase for Sequoia	MW	5-0010-0416	Travel & Training	10.00		10.00	
01/24/2022	NTTA Online	Toll charges for Sequoia	MW	5-0010-0416	Travel & Training	25.40		25.40	
1/26/2022	Crowns Country Café	Lunch for City staff-City of Anna	TR	5-0010-0416	Travel & Training	65.92	4.45	70.37	
1/26/2022	TX Tag	Toll charges for Sequoia	MW	5-0010-0416	Travel & Training	10.00		10.00	
1/26/2022	Vista Print	Business cards - Oscar Ortiz	SW	5-0020-0421	Office Supplies	19.50		19.50	68.99
		Business cards - Angela Shelley	SW	5-0060-0421	Office Supplies	18.00		18.00	
		Business cards - Stacey Wyman	SW	5-0030-0421	Office Supplies	15.75		15.75	
		Business cards - Andrew Simmons	SW	30-5-0000-0421	Office Supplies	15.74		15.74	
								-	
								-	
								-	
								-	
								-	
								-	
								-	
								-	
Total Monthly Charges						680.28	4.45	684.73	

Total must agree with credit card statement

Cardholder Signature X Tonya Roberts Date 3/31/22

Finance Director's Signature [signature] Date 3/28/22

City Administrator Signature X Tonya Roberts Date 3/31/22

March/ April Council Update

Operations:

- TCEQ required sampling and rounds
- Hydrant flushing to maintain water quality
- Patched 30+ potholes on downtown Venus's streets
- Completed the switch from AMR meter system to AMI metering system
- Repaired several leaks on irrigation system at Fielder Park
- Worked with contractor to complete installation and repair work for par canopies
- Replaced several faded and damaged street signs throughout town
- Utility line locates to assist with contractors and developers
- Research water line sizes and options for upsizing to accommodate new home requests
- Complete list of aesthetic concerns at Fielder and Shanna Park
- Updated Parks and Rec Website and Public Works website to fit current staffing and operational controls

Projects/Engineering:

- Bluestem Drainage
    - Working with Developer and homebuilder on drainage concerns and issues
    - Homebuilder has submitted plans for repair and a timeline. They expect to have their issues resolved throughout the neighborhood by 4/26
    - No movement from developer as of the time this report was submitted
    - Staff meeting with homeowners on 4/6 to discuss concerns, issues, and updates
- Fuel Tanks
    - The fuel tanks are on site
    - Fuel management consoles installed
    - Training will occur once we fill tanks with gas
        - Worked with a few companies for bulk fuel pricing, lowest I am finding is approximately 150% more than cost at pump.
- City of Midlothian Take Point Upgrade
    - BHC has sent a proposal to upgrade the take point from Midlothian to prepare for growth for the water system. The proposal will engineer a project that will upgrade the take point from approximately 1 million gallons per day up to 3 million gallons per day.
    - This will max out our take from Midlothian through the remainder of the contract
- Patriot Estates Traffic Light
    - Email from TXDOT on 2/22 states another delay. Light poles are expected to be manufactured 4/11/22
    - I have reached out to TXDOT weekly to get updates, no updates since 2/22
- SCADA
    - The SCADA contract awarded to Dedicated Controls at December Council meeting
    - Contractor working on submittals. There are timing issues with electrical components delaying submittals and progress
- Manhole Repairs
    - Fuquay has completed all budgeted repairs of manholes

- Sewer RFQ’s
  - Received 13 RFQ’s on December 17, 2021
  - Submittals have not been given a final score as we wait on other options.
- Lonestar Road Rehab
  - 3 areas where concrete has sunk, and road is uneven
  - Due to cost, this item has been added to CIP Plan with high priority with requested funding in 22/23 FY
- Water Tower
  - JMJ has marked the site for the tower. BHC has complete plans minus temporary road and electrical.
  - BHC will be working with JMJ to complete these 2 items.
- Parks updates/upgrades
  - City staff is working with the EDC director to work on ordering additional park equipment for Fielder Park and Shanna Park.
  - PW staff has order new swings, keep a stock of basketball nets, working on aesthetic items for appearance of the park.
  - EDC Director is working on additional tables, trashcans, benches, and upgrades to the fields.
  - Select baseball team has an agreement with the city to upgrade the baseball field to a playable surface
- Pump Station
  - Waiting on exact placement – Unknown now due to moving parts. Last known option was on the West side of Venus PKWY, just North of CR 109
  - Sizing and cost dependent upon development
- Brahman Ranch WWTP
  - The road construction is complete with gates to WWTP site
  - Soap engineering has submittals in for review to begin progress.
  - Plant materials are ready to ship when requested
- City Hall Sewer Line Project
  - This project was awarded to BHC.
  - Project was to run sewer line from City Hall East along HWY 67 to tie into existing system. This project is no longer a long-term option for sewer with new interceptor. With your approval, I want to close this project out.
- Rate Study
  - Waiting on completion of CIP plan to finalize
- CIP Study
  - Waiting on comprehensive plan to be completed to ensure all is covered.
  - Once Comp plan is finished, will be sent to BHC to get the water CIP added.
  - All components will be bound and made into CIP plan to present to Council
- Venus Parkway
  - BHC working with TXDOT and BNSF to finalize plans
  - BNSF has requested a drainage study to be completed, have proposal from BHC to complete
  - TXDOT has requested a new review process due to questions brought up by BNSF. Plans sent to TXDOT 3/16/22.
  - Weekly email requests for updates have been unanswered. BHC and City Staff are reaching out to get updates

- Emergency Preparedness Plan
    - Jacob & Martin finalized report and submitted in late March
- Mountain Peak Agreements
    - Working with Mt. Peak on two agreements
        - Emergency Water Connection – in case Midlothian supply is down
        - Disconnect services for Mt. Peak water/Venus sewer areas
    - Agreement for disconnects was sent and reviewed with comments and concerns sent back to Mt. Peak. No response at the time of this report
- Certificate of Convenience and Necessity (CCN)
    - City does not currently hold a CCN for water or sewer.
    - Working toward obtaining both CCN's to ensure our service areas are not encroached upon by neighboring utilities
- Water use survey and Water Loss Audit
    - City staff is working on both reports to complete for Texas Water Development Board. These reports are necessary if/when applying or obtaining low interest loans from TWDB
- Water Quality report – CCR
    - City staff is updating the template for the CCR and will be completing as soon as the information is available to do so. Report is due to be delivered to water customers by July 1 each year.
- RecDesk Rental Website
    - City has entered into an agreement with RecDesk to assist with Facility Rentals to move away from the permitting software MyGov.
    - Working through credit card authorization to complete
- Construction Standards
    - Final set of revision will go back to JM before 4/8

<u>Developments/Inspections:</u>

- Brahman Ranch – Pape-Dawson Inspections
    - LOMR was received by BHC for review. Review was submitted back to City on February 2.
        - Review comments
        - Contractor was given the ok to begin paving 1/13/22
    - Developers engineer is resubmitting the LOMR with proposed conditions and will go through the review process again.
        - This does not stop progress on infrastructure installation, only home building in certain areas of the development
    - Work on project:
        - Off-Site sewer installation
- Ridgeview – Pape-Dawson Inspections
    - Development is near completion. Final plat approval expected on April P & Z agenda.
    - Final walk for installation expected next week
- Buffalo Hills
    - No movement
- Horizons – Internal Inspections
    - Contractor has been working on pad sites, retention pond, and street grading
    - Soil compaction testing has been taking place

- Heritage Hills II – Pape Dawson Inspections
    - Installed water lines
    - Lime and Pave roads for development
- Heritage Hills Multi-Family
    - Flood study was denied by City staff at the recommendation of BHC
    - Waiting on revisions to study before allowing contractor to commence work
    - Developer is working with Planning to get onto a P & Z agenda, but what has been submitted does not meet the PD agreement signed by both parties
- Patriot Estates – Phase 8
    - Homebuilding has started
    - Internal inspections of sidewalk and driveway grading has been completed on 7 homes
- Patriot Estates – Phase 9 – Terradyne Inspections
    - Sewer lines have been installed and inspected
    - Drainage is currently being installed
    - Streets to being paving in the coming weeks
- Stallion Ranch
    - Staff has a met with developer on 4/6 to discuss moving forward with preliminary Plat
- Starlight - Bloomfield
    - Working with engineers to get alignment of water line completed.
    - Working with Bloomfield on funding for Water Tower and infrastructure
- JMJ –
    - Working with JMJ engineers for tower placement
    - Working with JMJ engineers for water line and sewer line alignments and tie in points

City Administrator's Report
March 2022

Purpose:

To give a brief overview of projects as well as productivity throughout the organization. In depth departmental reports may be viewed on the City website for public view. Additionally, department heads will give reports in rotation during city council meetings.

Administration

- Comprehensive Plan Update – maps other than the thoroughfare plan are complete, we are in the process of sending out a survey for citizen input. We will soon begin public hearings for citizen input as well. Our goal is to have the comprehensive plan complete by July at the very latest.
- Friendly Reminder: Easter event on April 16th with activities beginning at 9:30 AM and wrapping up by noon. This event is coordinated by First Baptist Church of Venus. The City will host the Easter egg hunts as well as invite the Easter Bunny for a visit. Advertising will be handled by FBC – Venus. *3,000 filled eggs provided by City of Venus.
- Staff continuing to work on capital requests for the 2022-2023 budget.
- Eagerly awaiting contract to complete the Development Services Building on the Square – Enhancing the look as well
- Completed initial ARPA Grant reporting – the Final Ruling states that we are able to claim loss of revenue as a "standard statement" for funds less than $10 million. In doing so, the reporting requirements are heavily reduced and the money will become available for utilization for any general city services. Therefore, council may want to revisit the original request of using the funds to purely fund water/sewer infrastructure.
- City Hall Parking Lot – we met briefly with our neighbor to the East who will cost share a portion of the driveway as it is shared. Working on bid documents and cost estimates.

Human Resources

- Working on Overtime/Comp Time Policy
- Onboarding for 3 part-time firefighters and a civil inspector
- Waiting on the results of a salary survey from a nearby City that we participated in
- Streamlining payroll process through implantation of scheduling through the UAttend timekeeping system
- Labor law training scheduled

Municipal Court

- Received 153 new violations from Police Department
- Collected $21,566.87 in fines and fees

Fire Department

- 110 Calls for Service – details of which can be found on the following report
- Average time from dispatch to Enroute is 02:19
- 83 Incident Calls outside of City limits
- 27 Incident Calls inside of City limits

Police Department

- 459 Traffic Stops for a total of 153 citations issued
- 1840 public interactions – whether dispatched or self-motivated by officer
- Significant responses included – (1) obstruction or retaliation, (1) theft, (2)DWI, (2)Possession of Controlled substance, and (1) Manufacture/delivery of Controlled Substance
- Public Service Announcements: As citizens ramp up to start taking vacations, we'd like to remind you that you can complete a security check request form found on the police page of the city website and also that the Annual Take Back event allowing individuals to bring any unused medications in is scheduled for April 30th – the police department will advertise the exact location in the next week or so (be looking for that on announcement on Facebook)

Permits & Inspections

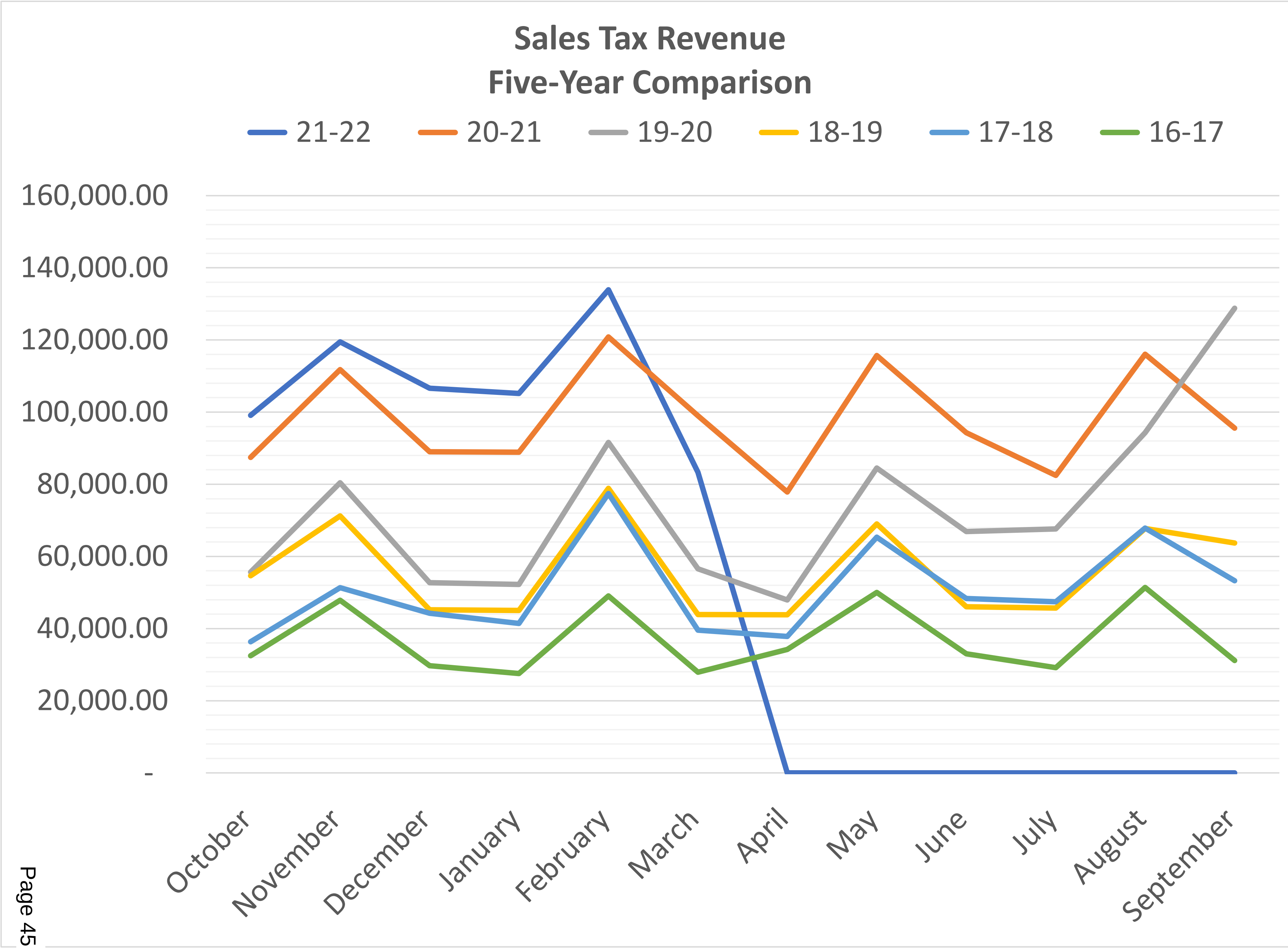
- 229 Inspections
- 94 Permits issued
- $168,944.55 collected

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
BUDGET & ACTUAL REPORT
FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2022

	ORIGINAL BUDGET	Prior Year Encumbrances	1/10/2022 Enterpise Lease & Maint Agreement	2/14/2022 New City Fire Dept & ESD Contract	3/14/2022 Civil Inspection Accounting	**PROJECTED FINAL BUDGET**	**YEAR-TO-DATE ACTUAL**	**VARIANCE FAVORABLE (UNFAVORABLE)**	**% BUDGET COLLECTED/ SPENT**
REVENUES:									
Property Taxes	$ 2,058,208	$ -		$ -	$ -	$ 2,058,208	$ 1,945,360	$ (112,848)	94.52%
Sales Taxes	845,226	-		-	-	845,226	352,665	(492,561)	41.72%
Franchise Fees	135,445	-		-	-	135,445	14,304	(121,141)	10.56%
Licenses and Permits	789,390	-		-	(250,000)	539,390	49,919	(489,471)	9.25%
Charge for Services	6,050	-		-	-	6,050	1,883	(4,167)	31.12%
Fines and Forfeitures	60,000	-		-	-	60,000	33,259	(26,741)	55.43%
Intergovernmental	1,400	-		98,000	-	99,400	1,025	(98,375)	1.03%
Investment Earnings	8,000	-		-	-	8,000	7,350	(650)	91.88%
Contributions	246,159	-		152,000	-	398,159	152,811	(245,348)	38.38%
Other	5,000	-		-	-	5,000	5,062	62	101.24%
TOTAL REVENUES	4,154,878	-	-	250,000	(250,000)	4,154,878	2,563,638	(1,591,240)	61.70%
EXPENDITURES:									
City Administrator's Office	170,940	-		-	-	170,940	58,844	112,096	34.42%
City Secretary	146,735	-		-	-	146,735	50,047	96,688	34.11%
Finance	160,518	-		-	-	160,518	52,223	108,295	32.53%
Human Resources	116,684	-		-	-	116,684	33,607	83,077	28.80%
City-Wide (Non-Departmental)	162,455	-		-	-	162,455	68,316	94,139	42.05%
Planning & Development	468,306	52,000		-	(75,000)	445,306	168,338	276,968	37.80%
Police	1,463,942	-		-	-	1,463,942	536,125	927,817	36.62%
Code Enforcement/Animal Control	96,142	-		-	-	96,142	29,118	67,024	30.29%
Municipal Court	101,598	-		-	-	101,598	41,122	60,476	40.48%
Fire	530,256	-		22,457	-	552,713	32,254	520,459	5.84%
Streets & Drainage	287,038	26,000		-	-	313,038	99,157	213,881	31.68%
Parks & Recreation	287,933	-		-	-	287,933	97,518	190,415	33.87%
Debt Payments	84,331	-		36,807	-	121,138	94,051	27,087	77.64%
Capital Outlay	78,000	10,000		190,736	-	278,736	177,630	101,106	63.73%
TOTAL EXPENDITURES	4,154,878	88,000	-	250,000	(75,000)	4,417,878	1,538,350	2,879,528	34.82%
REVENUE OVER (UNDER) EXPENDITURES	-	(88,000)	-	-	(175,000)	(263,000)	1,025,288	1,288,288	125.65%
BEGINNING FUND BALANCE-TOTAL	1,954,468	88,000		-	-	2,042,468	2,042,468	-	100.00%
ENDING FUND BALANCE-TOTAL	1,954,468	-	-	-	(175,000)	1,779,468	3,067,756	1,288,288	238.13%
LESS: 120-DAY RESERVES	(1,365,987)	(28,932)	-	(82,192)	24,658	(1,452,453)	(1,452,453)	-	100.00%
LESS: FIRE DEPT COMMITMENT	(242,411)	-	-		-	(242,411)	(242,411)	-	100.00%
LESS UNASSIGNED FUND BALANCE	$ 346,070	$ (28,932)	$ -	$ (82,192)	$ (150,342)	$ 84,604	$ 1,372,892	$ 1,288,288	106.57%

WATER & SEWER FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2022

	ORIGINAL BUDGET	Prior Year Encumbrances	1/10/2022 Enterpise Lease & Maint Agreement	3/14/2022 Civil Inspector Position	3/14/2022 Civil Inspection Accounting	**PROJECTED FINAL BUDGET**	**YEAR-TO-DATE ACTUAL**	**VARIANCE FAVORABLE (UNFAVORABLE)**	**% BUDGET COLLECTED/ SPENT**
OPERATING REVENUES:									
Water Sales	$ 1,259,360	$ -		$ -	$ -	$ 1,259,360	$ 480,977	$ (778,383)	38.19%
Water Taps	4,000	-		-	-	4,000	1,750	(2,250)	43.75%
Water Meters	2,375	-		-	-	2,375	1,575	(800)	66.32%
Sewer Sales	1,980,193	-		-	-	1,980,193	733,083	(1,247,110)	37.02%
Sewer Taps	150,000	-		-	-	150,000	2,000	(148,000)	1.33%
Sewer Connections	-	-		-	-	-	1,000	1,000	0.00%
Sanitation Revenue	703,302	-		-	-	703,302	217,999	(485,303)	31.00%
Administration Revenues	21,000	-		-	-	21,000	8,928	(12,072)	42.51%
Inspection Fees	-	-		-	250,000	250,000	52,353	(197,647)	20.94%
TOTAL OPERATING REVENUES	4,120,230	-	-	-	250,000	4,370,230	1,499,665	**(2,870,565)**	34.32%
OPERATING EXPENSES:									
Administration Department	370,139	15,000		71,508	75,000	531,647	164,002	367,645	30.85%
Water Department	1,054,418	23,500		-	-	1,077,918	407,669	670,249	37.82%
Sanitation Department	676,252			-	-	676,252	202,667	473,585	29.97%
Sewer Department	1,485,622	23,500		-	-	1,509,122	639,081	870,041	42.35%
TOTAL OPERATING EXPENSES	3,586,431	62,000	-	71,508	75,000	3,794,939	1,413,419	2,381,520	37.24%
OPERATING INCOME (LOSS)	533,799	(62,000)	-	(71,508)	175,000	575,291	86,246	(489,045)	14.99%
NON-OPERATING EXPENSES:									
Interest Earnings	5,000	-		-	-	5,000	1,784	(3,216)	35.68%
Sale of Capital Assets	5,000	-		-	-	5,000	-	(5,000)	
Debt Principal Payments	(327,013)	-		-	-	(327,013)	(327,013)	-	100.00%
Debt Interest Payments	(113,472)	-		-	-	(113,472)	(75,308)	38,164	66.37%
INCOME BEFORE CAPITAL & TRANSFER	103,314	(62,000)	-	(71,508)	175,000	144,806	(314,291)	(459,097)	-217.04%
Capital Contributions	-	-		-	-	-	-	-	0.00%
Capital Expenditures	(180,000)	-		-	-	(180,000)	(106,215)	73,785	59.01%
NET CHANGE IN FUND BALANCE	(76,686)	(62,000)	-	(71,508)	175,000	(35,194)	(420,506)	(385,312)	1194.82%
BEGINNING FUND BALANCE	1,640,115	62,000	-	-	-	1,702,115	1,702,115	-	100.00%
ENDING FUND BALANCE	1,563,429	-	-	(71,508)	175,000	1,666,921	1,281,609	(385,312)	76.88%
LESS: 120-DAY RESERVE	(1,323,918)	(20,384)	-	(23,509)	(24,658)	(1,392,468)	(1,392,468)	-	100.00%
EXCESS UNASSIGNED FUND BALANCE	$ 239,511	$ (20,384)	$ -	$ (95,017)	$ 150,342	$ 274,453	$ (110,859)	$ (385,312)	-40.39%


Sales Tax Revenue
Five-Year Comparison
21-22
20-21
19-20
18-19
17-18
16-17
160,000.00
140,000.00
120,000.00
100,000.00
80,000.00
60,000.00
40,000.00
20,000.00
-
October
November
December
January
February
March
April
May
June
July
August
September

TOP TEN SALES TAXPAYERS

MARCH 2021

1 - Chisolm Trail Redi-Mix, LLC
2 - Turner & Jacobs Construction Co, LTD
3 - Shelter Products, Inc.
4 - Liquor Depot Venus, LP
5 - Whataburger Restaurants, LLC
6 - Lattimore Materials Corp.
7 - Subway Sandwiches
8 - Potter Concrete Residential, LTD
9 - Amazon.com Services (Marketplace)
10 - Dollar General

MARCH 2022

1 - Chisolm Trail Redi-Mix, LLC
2 - Liquor Depot Venus, LP
3 - Amazon.com Services (Marketplace)
4 - Lattimore Materials Corp.
5 - Subway Sandwiches
6 - Amazon.com Services, LLC
7 - Dollar General
8 - Tiger Mart
9 - Sonic Drive-In
10 - Jimmy Lebeau

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

COLLECTION REPORT TO THE CITY OF VENUS

Submitted by: Alison Callison / R. Bruce Medley

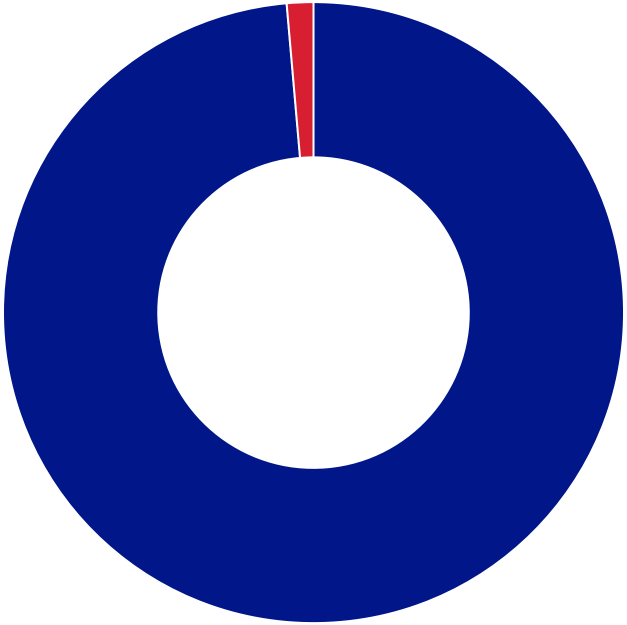
[illegible]00 E. Border Street, Suite 640
Arlington, Texas 76010
www.pbfcm.com

March 2022

2020 TAX YEAR ANALYSIS

Delinquent Turnover

Original Tax Levy	• *$1,983,942*
Adj. Delinquent July 1, 2021 Turnover	• *$27,395* • *1.38%*



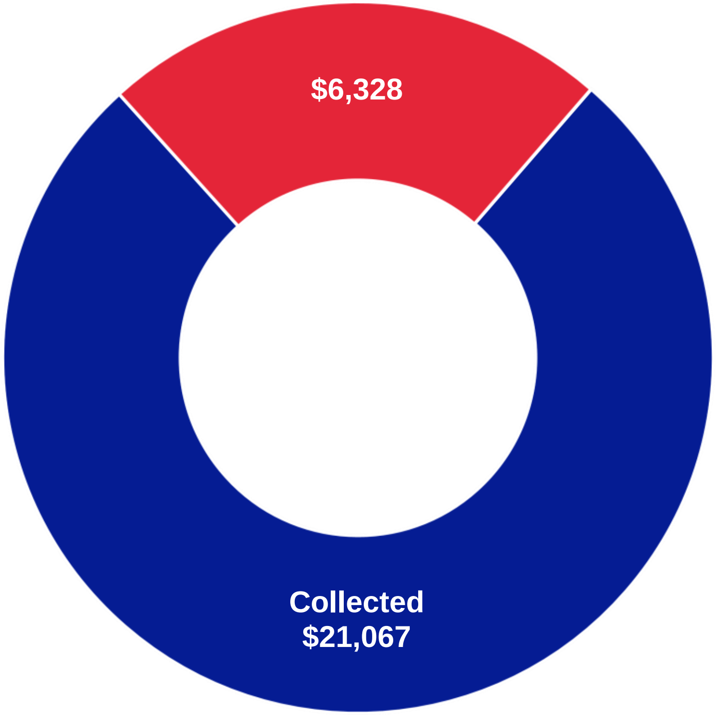
Source: Johnson County Tax Office, Year-To-Date Summary Reports.
Perdue Brandon Fielder Collins & Mott, LLP

2020 TAX YEAR – DELINQUENT COLLECTIONS

July 1, 2021 – February 28, 2022

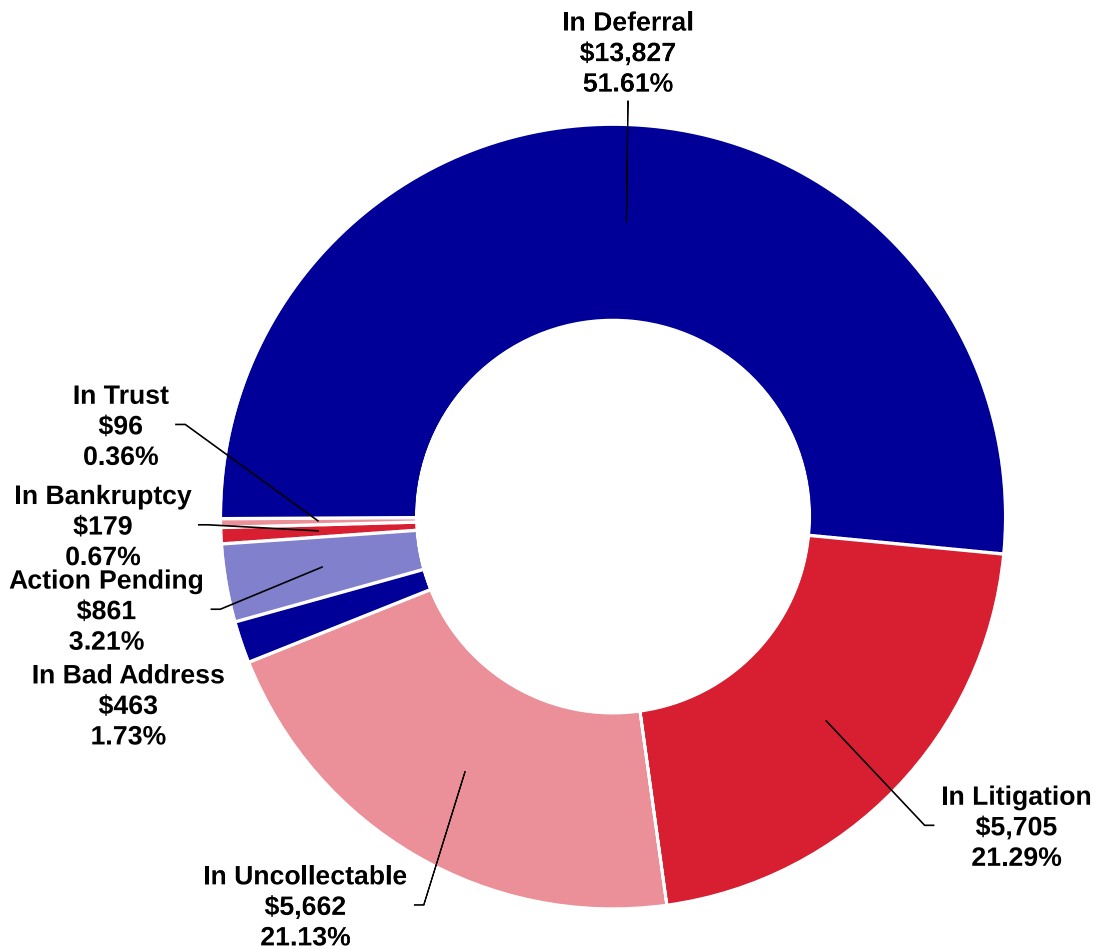
Adj. July 1 Turnover	• *$27,395*
Base Tax Collected	• *$21,067* • *76.90%*
Base Tax Remaining	• *$6,328*

Base Tax Only – No Penalties or Interest Added



Source: Johnson County Tax Office, Year-To-Date Summary Reports. Collections and Turnover Account for Adjustments and Refunds. Base Taxes Only - No Penalties or Interest Added. **Perdue Brandon Fielder Collins & Mott, LLP**

ACCOUNT BREAKDOWN CHART



As of 3/23/2022 - <u>Total Base Tax: $26,793</u>

Action Pending Accounts: Notification Letters, Telephone Collections, Lienholder Notification, Title Research, Property Inspection and Payment Agreements. **Source:** Perdue Brandon tape download from the Johnson County Tax Office.

ORDINANCE NO.753-2022-04

AN ORDINANCE OF THE CITY OF VENUS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 34, "ZONING", ARTICLE I "IN GENERAL", SECTION 34-13 "PLANNING AND ZONING COMMISSION", AS HERETOFORE AMENDED, BY ADDING SECTION 34-13(C)(7) TO REQUIRE A THREE-FOURTHS VOTE OF THE ELECTED COUNCILMEMBERS TO APPROVE A ZONING MATTER WHEN A RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION IS FOR DENIAL OF SAID CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council published notices of public hearings of the proposed zoning regulation change and conducted such full and fair hearings in compliance with the Zoning Ordinance and State law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

WHEREAS, the Planning and Zoning Commission provided its report and recommendation to the City Council approving the zoning regulation change to the City's Zoning Ordinance; and

WHEREAS, pursuant to Section 211.006 of the Texas Local Government Code which allows a City to pass an ordinance requiring a three-fourths vote of the elected Councilmembers to approve a zoning change after the Planning and Zoning Commission has recommended denial of said change, and after due deliberation and consideration of the information submitted during the public hearings and the recommendation of the Planning and Zoning Commission, the City Council has concluded that approval of this zoning regulation change to require a three-fourths vote of the elected Councilmembers to overrule a recommendation on any matter from the Planning and Zoning Commission would be in the best interest of the citizens of Venus.

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

SECTION 1. That the Code of Ordinances, Chapter 34, "Zoning", Article I, "In General", Section 34-13, "Planning and Zoning Commission", subsection 34-13(c) is hereby amended by adding subsection 34-13(c)(7), which shall read as follows:

"…

(7) It shall require a three-fourths (3/4) vote of the elected members of the City Council to approve any zoning change, amendment or regulation of any kind, upon which the Planning and Zoning Commission has recommended denial.

…"

SECTION 2. That the Code of Ordinances of the City of Venus, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Venus, Texas and the Venus Zoning Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such codes, in which event the conflicting provision of such ordinance and such codes are hereby repealed.

SECTION 4. It is hereby declared that it is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5. That all recitals contained in this Ordinance are fully incorporated herein as if fully written.

<u>SECTION 6.</u> This ordinance shall be in full force and effect from this and after its passage and publication as required by law, and it is so ordained.

DULY PASSED and approved by the City Council of the City of Venus, Texas on this the 11th day of April 2022.

APPROVED:

____

James L. Burgess, Mayor

ATTEST:

____

Callie Green, City Secretary

Case Report – 732 Bulldog Addition – Final Plat
Planning and Zoning Commission – March 24, 2022
City Council - April 11, 2022

To:	Planning and Zoning Commission Mayor and City Council
From:	Oscar Ortiz, CNU-A
Request:	Consider a Final Plat for Lot 1, Block 1, 732 Bulldog Addition, being 2.182 acres out of the Jackson Smith Survey Abstract Number 758, Johnson County, generally located at 732 County Road 109, at the intersection of north County Road 109 and County Road 214, in the City of Venus Extraterritorial Jurisdiction (ETJ).

<u>Owner</u>: Robert Banks, Canton, GA

<u>Surveyor:</u> Robert Young, Cleburne, TX

<u>Location:</u> 732 County Road 109, and west of County Road 214

<u>Zoning:</u> Not applicable, in ETJ

<u>Current Use:</u> Commercial warehouse

<u>Analysis:</u> The final plat covers 2.182 acres and combines two lots into a single tract.

The property is adjacent to County Road 214 to the east, which has a 30-foot right-of-way.

The property generally drains to the south towards a stormwater easement. The property is not within the 100-year floodplain.

Water will be provided by Mountain Peak Special Utility District and sewer will be provided by onsite septic tank systems.

An On-Site Sewage Facility (OSSF) “septic tank” is currently in use for the treatment and disposal of sewage.

The Final Plat meets all the planning and engineering requirements.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city’s adopted master plans for those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

a. Approve the Plat as presented;
b. Approve with conditions; or
c. Deny the Plat

Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

Staff recommends that the Planning and Zoning Commission recommends that the City Council approve the Final Plat for Lot 1, Block 1, 732 Bulldog Addition, as presented.

Sample Motion: I move to approve/deny the Final Plat for 732 Bulldog Addition, as presented.

Attachments: Final Plat
Aerial Photo

732 Bulldog Addition

2/8/2022, 2:11:32 PM

1:1,128

0 | 0.01 | 0.01 | 0.03 mi

0 | 0.01 | 0.03 | 0.05 km

Site Structure Address Points

- Residential
- Commercial
- Institution

Parcels

Road Centerlines

- City Street
- County Road

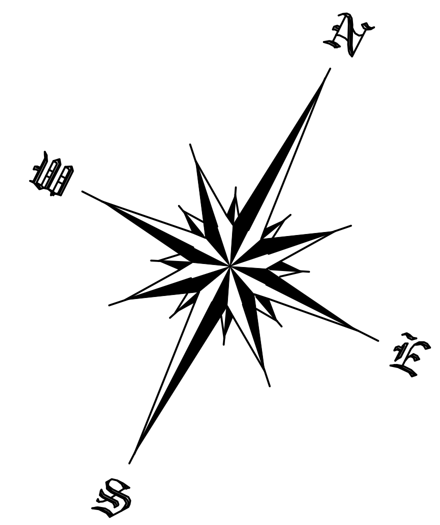
City Boundaries

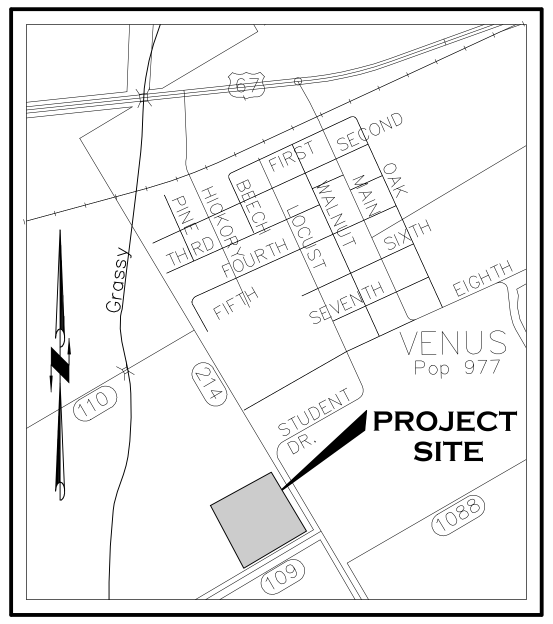
- VENUS
- County Boundary

Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS,

ArcGIS Web AppBuilder

Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United





VICINITY MAP
(NOT TO SCALE)

LEGEND

IRS	IRON ROD SET WITH A CAP STAMPED "TRANS TEXAS SURVEYING"
IRF	IRON ROD FOUND
(C.M.)	CONTROLLING MONUMENT
CSS	COTTON SPINDLE SET
U.E.	UTILITY EASEMENT

BEING A TRACT OF LAND LOCATED IN THE J. SMITH SURVEY, ABSTRACT NO. 758, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 1.039 ACRE TRACT OF LAND DESCRIBED AS "TRACT THREE" LOT 20, ALL OF A CALLED "TRACT TWO" LOT 19 AND ALL OF A CALLED "TRACT ONE" LOT 18, IN A DEED RECORDED IN INSTRUMENT NO. 2021-34330, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN CONCRETE IN THE SOUTH LINE OF A CALLED 15.004 ACRE TRACT OF LAND AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2019-5083, O.P.R.J.C.T. FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE NORTHEAST CORNER OF A CALLED 0.784 ACRE TRACT OF LAND DESCRIBED AS LOT 17 IN A DEED RECORDED IN VOLUME 1678, PAGE 226, O.P.R.J.C.T., FROM WHICH A 1/2" IRON ROD FOUND BEARS S 59°31'20" W, A DISTANCE OF 88.03 FEET;

THENCE, N 59°31'20" E, WITH THE SOUTH LINE OF SAID 15.004 ACRE TRACT, AT A DISTANCE OF 176.55 FEET, PASSING A 1/2" IRON ROD FOUND 0.25 FEET RIGHT OF SAID LINE, AT A DISTANCE OF 274.34 FEET, PASSING A 1/2" IRON ROD FOUND, CONTINUING IN ALL A TOTAL DISTANCE OF 291.97 FEET TO AN "X" CUT SET IN CONCRETE IN COUNTY ROAD NO. 214 (BULLDOG DRIVE) FOR THE NORTHEAST CORNER OF SAID "TRACT THREE" AND THE SOUTHEAST CORNER OF SAID 15.004 ACRE TRACT;

THENCE, S 31°32'24" E, WITH THE EAST LINE OF SAID "TRACT THREE" AND WITH SAID COUNTY ROAD NO. 214 (BULLDOG DRIVE), A DISTANCE OF 387.40 FEET TO AN "X" CUT SET IN CONCRETE AT THE INTERSECTION OF SAID COUNTY ROAD NO. 214 (BULLDOG DRIVE) AND COUNTY ROAD NO. 109, FOR THE SOUTHEAST CORNER OF SAID "TRACT THREE";

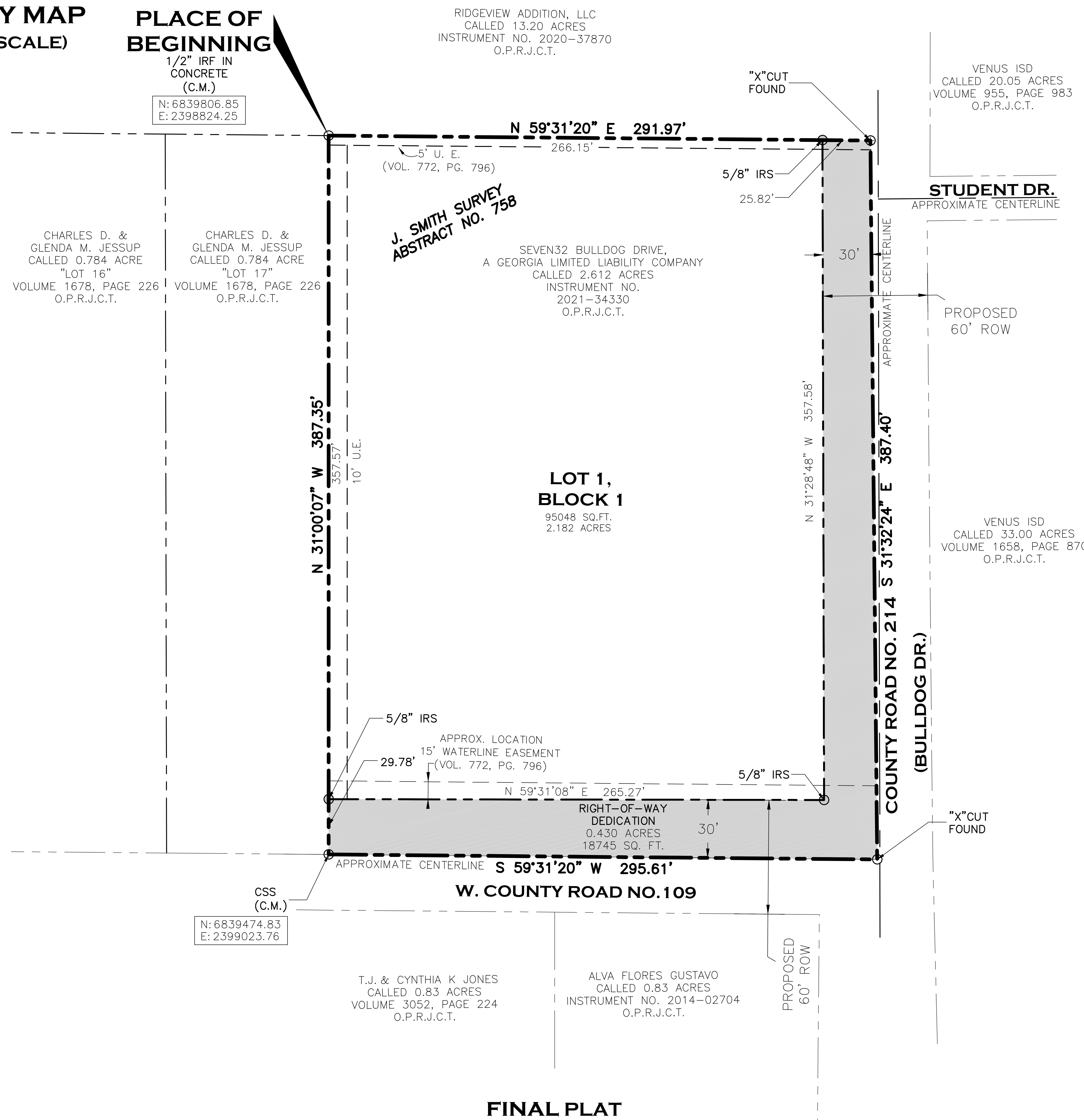
THENCE, S 59°31'20" W, WITH SAID COUNTY ROAD NO. 109, A DISTANCE OF 295.61 FEET TO A COTTON SPINDLE SET IN ASPHALT FOR THE SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHEAST CORNER OF SAID 0.784 ACRE TRACT;

THENCE, N 31°00'07" W, AT A DISTANCE OF 24.66 FEET, PASSING A 1/2" IRON ROD FOUND, CONTINUING IN ALL A TOTAL DISTANCE OF 387.35 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.612 ACRES OF LAND.

0' 50' 100' 150'

SURVEYOR'S NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (2011)
2. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS FINAL PLAT AND PROPERTY DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.
3. THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NO. 48251C0250J, EFFECTIVE DATE DECEMBER 04, 2012. THIS SURVEYOR WILL NOT ACCEPT THE RESPONSIBILITY FOR THE ACCURACY OF SAID MAP, NOR WILL THIS SURVEYOR ACCEPT THE RESPONSIBILITY FOR ANY LOCAL SURFACE DRAINAGE AFFECTING THE PROPERTY.



APPROVED BY: CITY OF VENUS

APPROVED BY: PLANNING AND ZONING COMMISSION CITY OF VENUS

____
CHAIRPERSON DATE

APPROVED BY: CITY COUNCIL – CITY OF VENUS

____
MAYOR DATE

____
ATTEST DATE

PLAT RECORDED IN

VOLUME________,PAGE_______,SLIDE_______,

____
DATE

____
COUNTY CLERK, JOHNSON COUNTY, TEXAS

____
DEPUTY

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS:

THAT I ROBERT A. BANKS, MANAGING MEMBER OF SEVEN32 BULLDOG DRIVE, A GEORGIA, LIMITED LIABILITY COMPANY DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN-DESCRIBED PROPERTY AS LOT 1 , 732 BULLDOG ADDITION, AN ADDITION TO THE E.T.J. OF THE CITY OF VENUS, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN THEREON. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES AS INDICATED AND SHALL BE OPEN TO FIRE, POLICE AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH USE. THE MAINTENANCE OF PAVING ON ALL EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING, OR DESIRING TO USE SAME. ALL AND ANY PUBLIC UTILITY SHALL HAVE THE FULL RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE AND EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDITION TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR READING METERS AND ANY MAINTENANCE AND SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY. ALL UTILITY EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES FROM THE MAIN TO AND INCLUDING THE METERS AND BOXES, SEWER LATERALS FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND THE DESCRIPTIONS OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATIONS AS INSTALLED.

____
ROBERT A. BANKS, MANAGING MEMBER OF SEVEN32 BULLDOG DRIVE DATE:

STATE OF TEXAS

COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT A. BANKS OF SEVEN32 BULLDOG DRIVE A GEORGIA, LIMITED LIABILITY COMPANY, A CORPORATION KNOWN TO ME TO BE THE PERSON WHOSE NAME SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UPON MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ________________, 20_________.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:____________________

SURVEYOR'S CERTIFICATION

THAT I, ROBERT L. YOUNG, DO CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND ON MAY 29, 2020 AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REQUIREMENTS OF THE CITY OF VENUS.

PRELIMINARY, FOR REVIEW PURPOSES ONLY. NOT TO BE RECORDED FOR ANY REASON.

____
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5400

FINAL PLAT
SHOWING

LOT 1, BLOCK 1
732 BULLDOG ADDITION
AN ADDITION TO THE E.T.J. OF THE CITY OF VENUS, JOHNSON COUNTY, TEXAS.
BEING 2.612 ACRES OF LAND LOCATED IN THE J SMITH SURVEY, ABSTRACT NO. 758, JOHNSON COUNTY, TEXAS.

"VOID UNLESS RECORDED IN THE PLAT RECORDS OF JOHNSON COUNTY, WITHIN ONE (1) YEAR OF THE DATE OF APPROVAL BY THE COUNTY."

OWNER:
SEVEN32 BULLDOG DRIVE
A GEORGIA LLC.
C/O ROBERT A. BANKS
810 E MAIN STREET
CANTON, GEORGIA 30114
PHONE: 678-231-0448

TRANS TEXAS SURVEYING AND MAPPING
TBPLS NO. 10122700
401 N. NOLAN RIVER ROAD
CLEBURNE, TEXAS 76033
OFFICE: 817-556-3440
FAX: 817-556-3545
www.transtexassurveying.com

Scale: 1"=50'	Date: 01/07/2022	DWG: 20200071B-FINAL PLAT
Drawn: MLH	Checked: RLY	Job: 20200071B

RESOLUTION NO. 03-2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS REPEALING RESOLUTION 30-2020-10 WHICH CREATED A FIRE DEPARTMENT FUND BALANCE TO SECURE START-UP COSTS FOR A FIRE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Venus, Texas (the "City") on October 12, 2020, passed Ordinance No. 30-2020-10, which created a fire department fund, which was for the purpose of securing funds to cover start-up costs and now that said purpose has been accomplished and completed, an it is no longer necessary to use any excess for the Fire Department.

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

SECTION 1. Resolution No. 30-2020-10 is hereby repealed in its entirety and any funds still in said fund shall be continue to be used to support, assist, operate, maintain and enhance the City's existing Fire Department, but any excess funds, or any funds received after the date of this Resolution shall be deposited in the City's General Fund.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

SECTION 3. The Recitals of this Resolution are incorporated herein as if fully recited.

PRESENTED AND PASSED by the City Council of the City of Venus, Texas, this the 11^{h} day of April 2022.

APPROVED:

____
James L. Burgess, Mayor

ATTEST:

____
Callie Green, City Secretary

Real Estate Sales Contract

This **Real Estate Sales Contract** ("the Contract") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract, acknowledgement by Title Company of receipt of the Earnest Money and Contract, and approval of the Contract by the Parties**.** Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Buyer:	City of Venus, Texas 700 West US-67 Venus, Texas 76084 Phone: (972) 366-3348 Fax: E-Mail:
Buyer's Attorney:	Michael B. Halla The Halla Law Firm, PLLC 187 Rolling Court Lancaster, Texas 75146 Phone: 469.518.0872 E-Mail: mhalla@hallalawfirm.com
Seller:	Sandalwood Homes LLC ____________________ Venus, Texas 76951 Phone: ____________ Fax: ______________ E-Mail: ____________
Seller's Attorneys:	________________ ________________ ________________ ________, Texas __ Phone: __________ Fax: _____________
Property:	**Tract1**: _.01 Acre Tract of Land generally located at 22 Venus Larue St., Venus, Texas, with a legal description of LOT 12, BLK 50, LA CHAUSSEE and being more particularly described in Exhibit "A," attached hereto and incorporated herein by reference. **Tract 2**:

.01 Acre Tract of Land generally located at 9 Venus Larue St, Venus, Texas, with a legal description of LOT 7, BLK 51, LA CHAUSSEE and being more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

Title Company:
____
____
_____, Texas 76___
Telephone: _______
Fax: ____________
Escrow Officer: ___
Email: ___________

Purchase Price: $25,000 **per tract**. Based on .022 acres (970 sq.ft.), the Purchase Price will be **a total of** Fifty Thousand dollars ($50,000.00). As additional consideration for this Agreement, the City agrees to name any recreation area, park, pocket park or similar area which may be constructed, “Sandalwood Park”. As further consideration for this Agreement, the City agrees to execute the necessary documents provided by Seller to authorize and recognize a donation in the name of “Sandalwood Homes, LLC” **in an amount not to exceed Thirty Thousand dollars ($30,000)**, Fifteen Thousand dollars ($15,000) for Tract 1 and Fifteen Thousand dollars ($15,000) for Tract 2.

County for Performance: Johnson County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Delivery of the Earnest Money shall be made to the Escrow Agent at the Title Company not later than five (5) business days following the date this Contract has been approved by Seller’s and signed by all parties.

2. Delivery of Title Commitment by Seller: Not later than fifteen (15)

calendar days after the Effective Date.

3. Delivery of Survey by Seller: Not later than fifteen (15) calendar days after the Effective Date.

4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: To the extent not delivered to Buyer prior to execution of this Contract, delivery shall be with the Title Commitment.

5. Delivery of Title Objections: Not later than fifteen (15) calendar days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

6. Delivery by Seller of Seller's records as specified Section G.1: Not later than twenty (20) calendar days after the Effective Date.

7. End of Inspection Period: Ninety (90) calendar days after the Effective Date, unless extended as provided in Section G.5 or earlier approved or waived by Buyer.

8 Closing Date: ________, 2022, or at such earlier date as agreed by the Parties in writing.

9. Closing Time: As agreed by the Parties.

B. Closing Documents

1. At closing, Seller will deliver the following items:

a. A special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, and provided by Seller;

b. IRS Non-foreign Person Affidavit

c. Evidence of Seller's authority to close this transaction

d. Settlement statement, and such other documents as Title Company may reasonably require, specifically a customary Seller's Affidavit,

2. At Closing, Buyer will deliver or cause to be delivered:

a. the Purchase Price;

b. evidence of Buyer's authority to consummate this transaction;

c. settlement statement;

d. such other documents as Title Company may reasonably require - The documents listed in this Section **B** are collectively known as the “Closing Documents."

C. Exhibits

All exhibits attached hereto are expressly made a part of this Contract.

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Intentionally omitted.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* Not later than the date set forth in Section A.3., above, Buyer shall have the right to obtain, at no cost to Seller (even if the Closing does not occur), shall have an ALTA/ASCM survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, surface, overhead and underground utilities, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. The legal description contained in said Survey shall be used by the Parties as the legal description to be contained in the Deed Without Warranty and the other Closing Documents at Closing.

4. *Delivery of Title Commitment and Legible Copies.* Seller must deliver a Title Commitment that reflects the terms of this Contract to Buyer by the deadline stated in Section A.2., and legible copies of the instruments referenced in the Title

Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller in writing of Buyer's objections to any of them ("Title Objections"). In the event Buyer states that the condition of title is not satisfactory, the Title Objection Notice shall specify Buyer's objections to title, and Seller may, at Seller's option and cost, elect to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller elects not to or is unable to eliminate all Title Objections within fifteen (15) calendar days after Seller's receipt of the Title Objection Notice from Buyer, Seller shall give Buyer written notice to this effect, and Buyer shall have ten (10) business days after receipt of such notice from Seller to elect, in writing, either to (1) waive its objections and proceed to Closing or (2) extend the Closing Date for an additional period of time (not to exceed thirty (30) days) in order to provide Seller with additional time to cure the Title Objections. Any title matter that is shown on Schedule B of the Title Report to which Buyer: (1) does not object in accordance with this Section F.5, (2) is not required to object as provided below, or (3) objects as provided herein, but such objection is subsequently waived or deemed waived by Buyer, shall be considered to be "Permitted Exceptions." Seller and Buyer understand and agree that the Title Company will delete from the Title Policy (as defined herein):

a. the standard printed exceptions to the Title Commitment to the extent permitted by applicable law, and

b. all items shown on Schedule C of the Title Commitment, without the necessity of Buyer objecting thereto under the Title Objection Notice.

Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and use due diligence to cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* By the deadline stated in section A.6, Seller will deliver or otherwise make available to Buyer copies of the following records relating to the Property prepared by or on behalf of Seller that are otherwise in the possession of Seller or are legally accessible and obtainable by Seller: records of any regulatory proceedings or alleged or determined violations, soil reports, environmental assessment reports, water rights agreements, engineering· or topographical reports or data, and/or on the ground surveys, as well as all unrecorded contracts, leases, and/or

occupancy agreements that affect the Property.

2. *Entry onto the Property.* During the Inspection Period, Buyer and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld.

3. *Option Fee.* The Option Fee paid to Seller is separate consideration for the right of Buyer to inspect the Property during the Inspection Period and to terminate this Contract on or before the end of the Inspection Period without further liability to Buyer as provided in Section G.5., above. Upon the Closing, the amount of the Option Fee shall be credited to the Purchase Price.

4. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any or no reason without liability to Seller before the end of the Inspection Period by notifying Seller in writing. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision. **If Buyer terminates this Contract pursuant to this Section G.5., the Earnest Money plus all interest that has accrued thereon, less the Option Fee shall be delivered to Buyer. The Option Fee, which shall become the property of Seller, shall be delivered to Seller.**

5. *Option Fee.* The Option Fee paid to Seller is separate consideration for the right of Buyer to inspect the Property during the Inspection Period and to terminate this Contract on or before the end of the Inspection Period without further liability to Buyer as provided in Section G.5., above. Upon the Closing, the amount of the Option Fee shall be credited to the Purchase Price.

H. Representations

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date:

1. *Authority.* Seller is a limited liability company incorporated duly under the laws of the State of Texas, with authority through its undersigned representative to (a) conduct business in the State of Texas and (b) convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller;

2. *Litigation.* There is no litigation pending or to the best of Seller's knowledge threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract;

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or governmental requirements affecting the Property or Seller's use of the Property;

4. *Condemnation; Zoning; Land Use, Hazardous Materials.* Seller has not received notice of nor has any actual knowledge of, any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound;

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent;

7. *No Property Owners Association.* 'The Property is not subject to mandatory membership in a property owners' association; and

8. *Reservations*. This conveyance is subject to the City's reservation of all oil, water, gas and other minerals in and under the land conveyed by this Contract. It is agreed said reservations shall be contained in the corresponding deed transferring ownership of the Property.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property substantially as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) comply with all contracts and governmental regulations affecting the Property. After the Effective Date, Seller will not enter into, amend, or terminate any contract that affects the Property, provided that Seller will terminate any leases, occupancy agreements, service contracts or other agreements that would extend beyond the Closing unless accepted by Buyer in writing.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller not later than fifteen (15) days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by

Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate or as expressly forth in this Contract, Seller will, within five days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less the Option Fee, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all original documents relating to the Property that Seller has delivered to Buyer. After return of the documents, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express tern1s of this Contract. The provisions of this Section J. shall survive the termination of this Contract and the obligations of the parties created hereunder shall not be affected by any such termination.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price and any interest accruing thereon while on deposit with the Escrow Agent, if any.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions.

2. *Transaction Costs*

a. *Seller's Costs.* Seller will pay and be responsible for the following closing cost:

(1) all fees and premiums for the Basic Owner's Policy of Title Insurance including, but not limited to, the additional premium for the "survey/area and boundary deletion" in the Title Policy;

(2) the cost of all tax certificates relating toll taxes and other assessments incurred or arising in relation to the Property;

(3) all costs, expenses, fees, or commissions incurred by or on behalf of Seller, including those of Seller's attorneys, agents, accountants, or agents, and consultants;

(4) all costs related to obtaining a release of any deed of trust liens, security interests, or other encumbrances on the Property, including, but not limited to, any pre-payment penalties; and

(5) such other incidental costs and fees customarily paid by sellers of real property in Johnson County, Texas, for transactions of a similar nature to the transaction contemplated herein.

b: *Buyer's Costs.* Buyer will pay and be responsible for the following closing cost:

(1) all fees and premiums for any optional endorsements to the Basic Owner's Policy of Title Insurance requested by Buyer excepted as expressly required to be paid by Seller pursuant to Section K.2.a., above,

(2) all fees and premiums for the Survey(s) except as otherwise stated herein;

(3) recording fees for the deed;

(4) Title Company's escrow fees;

(5) all costs and expenses incurred by or on behalf of Buyer, including those of Buyer's attorneys, agents, accountants, and consultants; and

(6) such other incidental costs and fees customarily paid by purchasers· of property in Johnson County, Texas, for transactions of a similar nature to the transaction contemplated herein.

c. *Ad Valorem Taxes.* ·Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as an adjustment to the Purchase Price. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes due as of Closing will be paid at Closing.

d. *Brokers' Commissions.* The parties acknowledge and represent they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent in the negotiation or execution of this Agreement. To the extent allowed by law, the parties hereto hereby indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, though, or under the Buyer or Seller, respectively, for a broker's, agent's, or finder's fee or commission because of this transaction or this Contract, whether or not the claimant is disclosed to the other party.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Escrow

1. *Escrow Agent.* The Escrow Agent is not (i) a party to this Contract and does not have liability for the performance or nonperformance of any party to this Contract, (ii) liable for interest on the Earnest Money and (iii) liable for the loss of any Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as escrow agent.

2. *Expenses.* At Closing, the Earnest Money must be applied first to any cash down payment, then to Buyer's Closing Costs and any excess refunded to Buyer. If no Closing occurs, Escrow Agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of Escrow Agent from all parties.

M. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination: Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, plus all interest accrued thereon, less the Option Fee, returned to Buyer. In addition, Seller shall reimburse Buyer for Buyer's out-of-pocket expenses relating to investigating the Property incurred by Buyer after the Effective Date.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this Contract that can be fully performed prior to Closing ("Buyers Default"), Seller may, as its sole and exclusive remedy deliver written notice to Buyer setting forth the nature of the Buyer's Default. In the event that Buyer has not cured the Buyer's default within fifteen (15} days of Seller’s written notice, Seller may terminate this Contract and have the Earnest Money paid to Seller as liquidated damages. The parties agree that just compensation for the harm. that would be caused by Buyer's default cannot be accurately estimated or would be very difficult to accurately estimate and that Seller's Liquidated Damages is a reasonable forecast of just compensation to the Seller for the harm that would be caused by Buyer's default.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

4. *Mediation.* Any dispute between ·seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider for non-binding mediation prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing and provided to the party to whom the notice is intended and the party's attorney. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received, except notices

terminating this Contract may not be sent by electronic mail. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

O. Miscellaneous Provisions.

1. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

2. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

3. *Assignment.* Buyer may assign this Contract and all of Buyer's rights under it without Seller's prior written consent prior to or at Closing provided that the assignee of this Contract assumes all of Buyer's obligations pursuant to this Contract. This Contract binds, benefits, and may be enforced by the parties and their respective successors and permitted assigns.

4. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before Closing, including any obligations to indemnify the other party with respect to claims described herein, will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

5. *Choice of Law; Venue, · Alternative Dispute Resolution.* This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas wherein exclusive venue of any action to enforce any provision hereof shall lie.

6. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails tc declare immediately a default or delays taking any action with respect to the default.

7. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

8. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

9. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

10. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

11. *Counterparts.* This Contract may be executed in multiple counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

12. *Confidentiality.* The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or party to close this transaction.

SIGNED AND AGREED on the dates indicated below.

BUYER:

CITY OF VENUS

By:____________________________________
James L. Burgess, Mayor

Date:__________________________________

SELLER:

SANDALWOOD HOMES LLC

By: ___________________________________
_______________, _____________ (title)

Date: _________________________________

EXHIBIT "A"

Azul Valley Construction, LLC

3540 E Broad Street, Suite 120-270
Mansfield, Texas 76063

March 28, 2022

City of Venus

Andrew Simmons
700 W US Hwy 67
Venus, Texas 76084

RE: Proposal – Fire Office Building Brick

Mr. Simmons:

We are excited to have the opportunity to continue our partnership with the City of Venus to deliver your Fire Office Building Brick project at the town square as well as being a positive impact to your community!

Enclosed is our proposal, clarifications, and detailed scope of work for your review and consideration.

We look forward to helping you transform your exterior building and promise to build safe, build right and build fast!

We are ready to serve when you need us!

Respectfully,

Azul Valley Construction

Ruben Arias
President
817-630-8277
rarias@azulvalleyconstruction.com

PROJECT:	**City of Venus – Fire Office Building Brick**	ESTIMATE:	2208
ADDRESS:	105 W 3rd Street Venus, TX 76084	DATE:	March 28, 2022
OWNER:	City of Venus – Tonya Roberts		

AZUL VALLEY CONSTRUCTION, LLC submits the following lump sum proposal in the amount of **eighty-seven thousand nine hundred seventeen dollars, $87,917** for completion of the City of Venus Fire Office Building Brick project as detailed in this proposal.

For accounting purpose only, proposal cost breakdown is as follows. This is not to be considered standalone pricing.

-	Fire Building Brick:	$40,442
-	Office Building Brick:	$47,475
	TOTAL	**$87,917**

CLARIFICATIONS

This proposal is subject to the negotiation of a mutually acceptable agreement, including but not limited to, the following Clarifications:

1. Proposal based on a mutually agreeable lump sum agreement.
2. Payment due upon receipt of invoice. 25% deposit invoice payment in the amount of $21,980 required prior to mobilization.
3. Building permit based on Brick Location sketch only. If city building inspections requires professional architect design, adjustment to proposal cost is required.
4. New brick work is only as shown on Brick Location Sketch; see Page 3.
5. All existing masonry and stucco façades will remain as-is. New brick will be added onto existing façade materials.
6. Waterproofing and water testing are specifically excluded.
7. Existing facade assumed to be free of leaks or water infiltration of any kind.
8. The cost of this proposal is subject to Owner change order if unforeseen conditions are discovered.
9. Proposal cost amount is valid for 30 days from the date of this proposal.

SCOPE OF WORK

The following Inclusions & Exclusions make up the Scope of Work of this proposal. Work not listed as Inclusions is specifically Excluded, regardless of whether it is listed in Exclusions section or not.

Inclusions

Only the following items of work are included in proposal cost:

1. Material, labor, and equipment to furnish and install ACME thin brick over existing stucco and CMU façade at locations on Brick Location Sketch.
2. Brick included as ACME Mesa Red. If other color is selected, price of proposal is subject to change.
3. Thin brick to be attached with MVIS thin brick mortar.
4. Filling of stucco areas with mortar as required to ensure even surface.

SCOPE OF WORK

The following Inclusions & Exclusions make up the Scope of Work of this proposal. Work not listed as Inclusions is specifically Excluded, regardless of whether it is listed in Exclusions section or not.

5. Thin brick will be grouted. Grout color to be Owner approved before application.
6. Cleaning of brick once finished.
7. Thin brick corners.

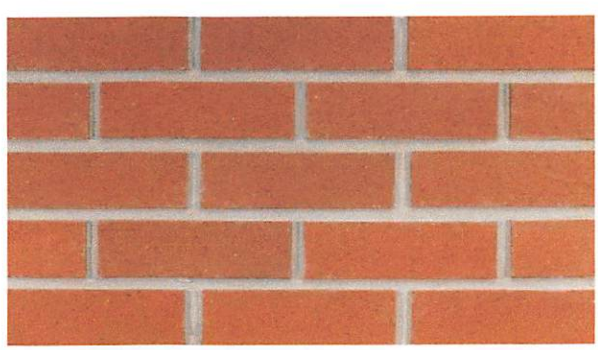
Exclusions

The following items of work are specifically excluded from proposal cost. If any of these items of work are required, cost of this proposal is subject to Owner change order.

1. Architecture and Engineering drawings of any kind stamped by a licensed Professional Engineer.
2. Waterproofing.
3. Water testing.
4. Repairs to existing façade.

BRICK LOCATION SKETCH

The following markup outlines the extent of new thin brick façade of both the Fire and Office Building. Estimated quantity included is 3,200 square feet of new thin brick façade. Recommended ACME Mesa Red sample picture shown below, grout color pending selection.



ACCEPTANCE OF PROPOSAL

The above price, clarifications, and scope of work are satisfactory and herby accepted by Owner. Azul Valley Construction is authorized to do the work as specified and payments shall be made as described above.

Owner: CITY OF VENUS

Signature: ______________________

Name: ______________________

Title: ______________________

Azul Valley Construction, LLC

3540 E Broad Street, Suite 120-270
Mansfield, Texas 76063

March 28, 2022

City of Venus

Andrew Simmons
700 W US Hwy 67
Venus, Texas 76084

RE: Proposal – Office Building Remodel Phase 2

Mr. Simmons:

We are excited to have the opportunity partner with the City of Venus to deliver your Office Building Remodel Phase 2 project at the town square as well as being a positive impact to your community!

Enclosed is our proposal, clarifications, and detailed scope of work for your review and consideration.

With our recent completion of Phase 1, we are confident we can provide the City of Venus the best value and quality. We share your urgency to transform this office space and promise to build safe, build right and build fast!

We are ready to serve when you need us!

Respectfully,

Azul Valley Construction

Ruben Arias
President
817-630-8277
rarias@azulvalleyconstruction.com

PROJECT:	**City of Venus – Office Building Remodel – Phase 2**	ESTIMATE:	2201
ADDRESS:	105 W 3rd Street Venus, TX 76084	DATE:	March 28, 2022
OWNER:	City of Venus – Tonya Roberts		

AZUL VALLEY CONSTRUCTION, LLC submits the following lump sum proposal in the amount of **one hundred sixty-eight thousand three hundred thirty-two dollars, $168,332** for completion of the City of Venus Office Building Remodel Phase 2 as detailed in this proposal.

Proposal cost breakdown is as follows:

- Finishes:	$52,430
- MEP:	$115,902
TOTAL	**$168,332**

CLARIFICATIONS

This proposal is subject to the negotiation of a mutually acceptable agreement, including but not limited to, the following Clarifications:

1. Proposal based on a mutually agreeable lump sum agreement.
2. Payment due upon receipt of invoice.
3. Multiple invoicing will be allowed.
4. 25% deposit invoice payment in the amount of $42,083 required prior to mobilization.
5. Building permit based on Remodel Sketch only. If city building inspections requires professional architect / engineer design, adjustment to proposal cost is required.
6. Engineer lighting comcheck and HVAC manual N or equivalent report are excluded. If required, will need to employ an engineer and adjustment to proposal cost is required.
7. Remodel work is solely within the area shown on Remodel Sketch; see Page 5.
8. If code required changes are required by the authority having jurisdiction (AHJ) during completion of this remodel, then cost of this proposal is subject to Owner change order to align with AHJ requirements.
9. All existing mechanical equipment, utility services, plumbing and electrical are assumed to be in good working condition and sufficient size and capacity to support this remodel.
10. Space assumed to be clear of asbestos, mold, and any other hazardous material as part of Owner remediation performed.
11. Space assumed to be free of leaks or water infiltration of any kind.
12. The cost of this proposal is subject to Owner change order if unforeseen conditions are discovered.

SCOPE OF WORK

The following Inclusions & Exclusions make up the Scope of Work of this proposal. Work not listed as Inclusions is specifically Excluded, regardless of whether it is listed in Exclusions section or not.

Inclusions

Only the following items of work are included in proposal cost:

1. Demo of shelving / walls in new Office 3 location.
2. Demo of all carpet and stage in open hall area, shaded red in Remodel Sketch. Stage substrate assumed to be made of wood materials. Concrete demo is excluded.
3. Reuse of all existing studs / drywall in their current layout to support concept of Remodel Sketch.
4. New drywall at locations missing drywall below ceilings only.
5. New studs / drywall at all new walls in space below ceiling only as highlighted on Remodel Sketch.
6. Infill of one existing door opening between Office 2 and Office 3.
7. Door and hardware for 7 locations; Offices 2 thru 5, Conference Room, Storage and Break Room.
8. Door and emergency exit hardware for 4 locations. Size to match existing.
9. Demo of 4 glass doors and frames.
10. Replacement windows for 6 locations; 24x72 single hung windows.
11. Drywall framed opening, without door, at Entry 2, Hallway transition and at two previous interior glass door locations.
12. Existing Door and hardware at 3 locations to remain as-is; Office 1, Restroom, Electrical and Main Entry.
13. Paint all walls.
14. VCT flooring and base in all locations. Standard stock material only.
15. Ceiling patchwork to support MEP work only. Patchwork finish texture may vary from existing finish texture.
16. All existing hard ceilings throughout space to remain as is.
17. ADA grab bars and restroom accessories.
18. One ADA toilet and one wall hung sink for new restroom location.
19. One new sink and counter at Break Area adjacent to Restroom.
20. Point of use heater below new sinks.
21. New supply ductwork to all offices, restroom, electrical closet, and hallways.
22. New boot and supply vents will be cut in and installed as needed.
23. New return air ductwork as needed.
24. Modify any and all existing ductwork for space which will include return and supply.
25. All ductwork, return and supply, will be flexible and mastic sealed ran to code.
26. Low voltage wiring for new non-programable thermostats.
27. New supply plenum to properly connect and modify all new and existing ductwork.
28. Start-up of HVAC system to check if system is up and running properly.
29. Demo all existing electrical going to receptacles, switches, lights, and electrical panel.
30. Main breaker panel (200 amp) with wiring.
31. Install 72 15 Amp duplex receptacles throughout the new offices, break room, conference room, hallway, and restroom.
32. Install 3 15 Amp GFCI 2 in the break room and 1 in the restroom.
33. Installing 16 2x4 LED surface mount light fixtures 1 for Office 1 thru 3, Break Room and Closet, 2 for the Conference Room and Office 5 & 6, and 5 in the hallway.
34. 3 and 4 way switches will be installed in the hallways.
35. Single toggle switches for each office, restroom, and electrical room will be installed.
36. 3 exit signs will be installed 1 each at the north, south, and east door.
37. Exhaust fan and dome surface mount LED will be installed in the restroom.
38. Dome surface mount LED will be installed in the entry way and electrical room.

AZUL VALLEY CONSTRUCTION

SCOPE OF WORK

The following Inclusions & Exclusions make up the Scope of Work of this proposal. Work not listed as Inclusions is specifically Excluded, regardless of whether it is listed in Exclusions section or not.

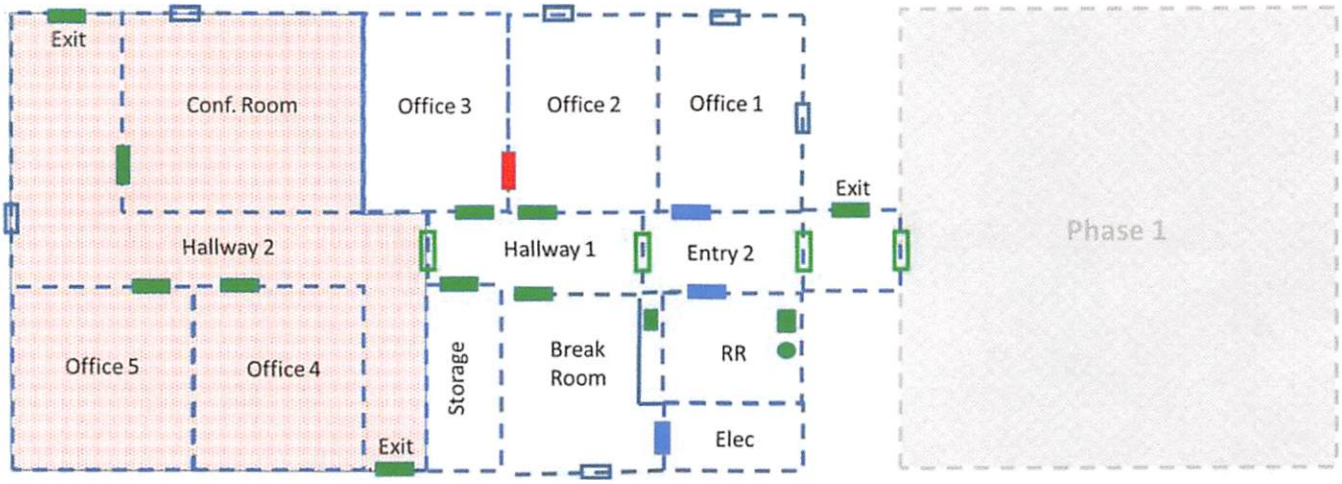
Exclusions

The following items of work are specifically excluded from proposal cost. If any of these items of work are required, cost of this proposal is subject to Owner change order.

1. Architecture and Engineering drawings of any kind stamped by a licensed Professional Engineer.
2. Building Code required revisions or upgrades to space or exterior, unless specifically listed as included.
3. Asbestos survey.
4. Hazardous material abatement.
5. TDLR and/or TAS registration and review.
6. TDLR, TAS or ADA required upgrades.
7. Bond.
8. Demo of existing doors or shelving unless noted in inclusions.
9. Demo of existing data cabling, wires, security devices, and low voltage wiring.
10. Masonry work of any kind, including patchwork.
11. Concrete work of any kind.
12. Structural steel or misc. metal work of any kind.
13. Level 4 or Level 5 drywall finish.
14. Custom VTC flooring, tile, carpet.
15. Millwork, woodwork, countertops unless noted in inclusions.
16. Fire caulking, fire sealing.
17. New ceiling.
18. Patchwork of any kind above ceiling. All existing openings and holes to remain as-is.
19. Blinds.
20. Roofing, waterproofing, glass, glazing.
21. Repair of any existing roof leaks, or roofing repairs.
22. Third party testing, material testing, and special testing.
23. Framing and drywall above ceiling.
24. In wall bat insulation, acoustics, ceiling acoustics.
25. Replacement of existing stud framing.
26. Repair of any existing plumbing lines found not functional or damaged.
27. Demo of existing gas lines.
28. Replace, relocate or work associated with Water Heater.
29. Repair or parts for existing HVAC equipment if found non-functional.
30. New and/or additional HVAC equipment.
31. Refrigerant (freon).
32. Fire alarm.
33. Fire protection.
34. Security rough-in, back boxes, cabling.
35. Data rough-in, back boxes, cabling, demark setup.
36. Utilities, utility service.
37. Removal of all existing furniture and materials in space.

Remodel Sketch

The following remodel sketch was used as basis for identifying location of remodel and Owner intent only. This does not constitute a professional design nor confirmation of code compliant work.



ACCEPTANCE OF PROPOSAL

The above price, clarifications, and scope of work are satisfactory and herby accepted by Owner. Azul Valley Construction is authorized to do the work as specified and payments shall be made as described above.

Owner: CITY OF VENUS

Signature: ______________________

Name: ______________________

Title: ______________________

ORDINANCE NO. 754-2022-04

AN ORDINANCE OF THE CITY OF VENUS, TEXAS AMENDING THE CODE ORDINANCES, CHAPTER 10 "BUSINESSES & BUSINESS REGULATIONS", ARTICLE V. "FOOD ESTABLISHMENTS". SECTION 10-164, "GREASE TRAPS" AND SECTION 10-165, "BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, from time to time the City Council revisits various sections of the Code of Ordinances for the City of Venus and

WHEREAS, to protect the health, safety and welfare of the citizens it has become necessary to update the rules and regulations in relation to grease traps and backflow and cross connection controls as such inadequate regulation poses a significant potential danger to the said health, safety and welfare of the community.

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

SECTION 1. Chapter 10, "Business & Business Regulations", ARTICLE V. "Food Establishments", Sections 10-164, "Grease Traps" and Section 10-165, "Backflow prevention & cross connection control" are hereby repealed and replaced by a new Chapter 10, "Business & Business Regulations", ARTICLE V. "Food Establishments", Sections 10-164, "Grease Traps" and Section 10-165, "Backflow prevention & cross connection control" which shall read as follows:

"…

CHAPTER 10. BUSINESSES & BUSINESS REGULATIONS

…

Sec. 10-164. Grease traps.

(a) All food establishments, including school and prison cafeterias, must be equipped with a grease trap. A plumbing permit must be obtained by a licensed plumber prior to installation of a grease trap. Grease traps will be installed and sized in accordance with currently adopted plumbing code. The standard size grease trap for most food establishments will be a 1,000-gallon trap. However, the minimum grease trap allowed for smaller operations will be a 50-pound trap. All grease traps and similar appurtenances such as sand and oil separators must be designed, signed, and sealed by a Texas Professional Engineer.

(b) All grease traps, sand, and separators / traps used for pretreatment will meet the standard detail (Insert detail here) for providing a sample port for the purposes of city inspection of discharge inspection.

(c) Grease traps installed in food establishments shall be located outside of the establishment unless approved in writing by the city. A grease trap may not be installed in any part of a building where food is handled. Grease traps shall be located to be easily accessible for cleaning.

(d) All grease trap waste shall be pumped and removed and its tanks thoroughly cleaned at least once every three months. Any deviation from this schedule must be granted in writing from the city. The city may require additional plumbing, increase the frequency of cleansings or require immediate pumping of a grease trap if it deems it necessary in order to prevent grease from entering the city's sanitary sewer system. Any establishment which utilizes microorganisms in any grease trap within the city will still be required to comply with the plumbing schedule. It shall be the responsibility of the Food Establishment permit holder to update all records though the VEPO FOG system.

(e) All grease waste must be transported by a grease hauler licensed by the Texas Commission on Environmental Quality (TCEQ). The grease hauler is responsible for proper disposal of grease waste in an approved permitted site. It is the responsibility of the grease hauler to forward a copy of each waste trip ticket to the city. All licensed grease haulers must be registered through the VEPO FOG system.

(f) Exceptions. Mobile food vendors, roadside vendors, temporary food establishments, day care centers, churches, and concession stands are exempt from the requirement of grease traps. Mobile food vendors, roadside vendors, and temporary food establishments must provide grease disposal information and signed Commissary Approval. The city may grant other exceptions based upon food operations.

Sec. 10-165. Backflow prevention and cross connection control.

All food establishments must comply with chapter 32, utilities, article V, backflow and cross connection control program of this Code in regard to plumbing and backflow prevention/cross-connections as well as any applicable adopted plumbing code and state law. All backflow preventers utilized with corrosive substances such as soda machines shall be stainless steel.

…"

SECTION 2. That all ordinances of the City of Venus, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Venus, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

SECTION 5. Upon publication of this ordinance by the City Secretary, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. That all recitals contained in this Ordinance are fully incorporated herein as if fully written.

SECTION 7. This ordinance shall be in full force and effect from this and after its passage and publication as required by law, and it is so ordained.

DULY PASSED and approved by the City Council of the City of Venus, Texas on this the 11th day of April 2022.

APPROVED:

____

JAMES BURGESS, MAYOR

ATTEST:

____

CALLIE GREEN, CITY SECRETARY

ORDINANCE NO. 755-2022-04

AN ORDINANCE OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY REPEALING CHAPTER 8, "BUILDINGS & BUILDING REGULATIONS", ARTICLE II. "TECHNICAL CODES", SECTIONS 8-19 THROUGH 8-57, AND BY ADOPTING THE 2021 INTERNATIONAL BUILDING CODE; BY ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE; BY ADOPTING THE 2021 NATIONAL PLUMBING CODE; BY ADOPTING THE 2021 INTERNATIONAL FIRE CODE; BY ADOPTING THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; BY ADOPTING THE 2021 FUEL & GAS CODE; BY ADOPTING THE 2021 EXISTING BUILDING CODE; BY ADOPTING THE 2021 MECHANICAL CODE; BY ADOPTING THE 2021 INTERNATIONAL CODE COUNCIL PERFORMANCE CODE; BY ADOPTING THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE; BY ADOPTING THE 2020 NATIONAL ELECTRICAL CODE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council met, and, at a meeting in compliance with the Texas Open Meetings Act, adopted certain International Construction Codes; and

WHEREAS, the City Council has determined that it is necessary and advisable to repeal certain construction codes as they are out of date and do not adequately protect the citizens' health, safety and general welfare and updating to more current versions of the Construction Codes promote the health, safety and general welfare of the citizens of the City of Venus.

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

SECTION 1. That Chapter 8, "Buildings & Building Regulations", ARTICLE II. "Technical Codes", Sections 8-19 through 8-57 are hereby repealed in their entirety and replaced with a new Chapter 8, "Buildings & Building Regulations", ARTICLE II. "Technical Codes", Sections 8-19 through 8-57 which shall read as follows:

"…

ARTICLE II. TECHNICAL CODES

…

Sec. 8-19. Penalty.

Any violation of this article is a misdemeanor, and any person found to be guilty thereof shall be punishable by a fine not less than $1.00 and no more than $2,000.00 pursuant to V.T.C.A. Local Government Code § 54.001(b)(1). Each day that such violation continues shall constitute a separate prosecutable offense and shall be punishable accordingly.

Starting work prior to permit shall carry an administrative fee equaling 2 times the permitting fees and shall be assessed under the discretion of the Building Official.

Sec. 8-20. Adoption of the International Building Code.

The 2021 edition of the International Building Code ("IBC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the conditions and maintenance of all property, buildings and structures within the city to ensure that structures are safe, sanitary and fit for occupation and use. This adoption of the 2021 edition of the IBC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of said IBC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IBC and found at www.nctcog.org). The City of Venus also adopts the International Code Council (ICC) and the National Storm Shelter Association's (NSSA) ICC 500-2014 standard for the design and construction of storm shelters, as referenced in the 2021 International Building Code.

Amendments:

105.7 Placement of permit. The building permit or a copy shall be posted visible from the right of way on the site of the work until the completion of the project.

107.1.1 All foundations shall be designed by a Licensed and Registered Engineer. The Engineer shall cause all necessary inspections to be performed to ensure compliance and submit a sealed letter of conformance stipulating the foundation has been built to his or her design specifications and further that the foundation is compliant with all related provisions of the technical code and related design standards.

Exception: Single family residential room additions and single family residential detached accessory structures may be constructed utilizing the City of Venus Residential Room Addition concrete slab foundation design. Use of this design is limited to structures that are one story in height "600" six hundred square feet or less and not attached to a post tension designed slab or foundation.

107.3.4.1.2 In addition to the state law and adopted Building Code certain types of buildings shall be designed by a registered design professional, privately owned buildings with classifications A, E, I, H, F-1, S-1, B occupancies that are Ambulatory Care Facilities, any commercial structure 2 stories or more in height, and or 5,000 or more square feet to be consistent with state law and increased risk category. The aforementioned occupancies shall be designed by registered design professionals.

Sec. 8-21. Adoption of the International Mechanical Code.

The 2021 edition of the International Mechanical Code ("IMC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems. This adoption of the 2021 edition of the IMC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IMC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IMC and found at www.nctcog.org).

Amendments:

106.4.8 Posting of permit. The building *permit* or a copy shall be posted visible from the right of way on the site of the work until the completion of the project

Sec. 8-22. Adoption of the International Plumbing Code.

The 2021 edition of the International Plumbing Code ("IPC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems. This adoption of the 2021 edition of the IPC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IPC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (IPC) to the IBC and found at www.nctcog.org).

Sec. 8-23. Adoption of the National Electrical Code.

The 2020 edition of the National Electrical Code ("NEC") (developed and published by the National Fire Protection Association ("NFPA")) and its updates and supplements are hereby adopted by the City of Venus establishing standards for safe electrical installations for buildings and structures within the city. This adoption of the 2020 edition of the NEC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the 2020 NEC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the NEC and found at www.nctcog.org) and the NFPA.

Amendments:

The following rules take precedence over and supersede any portion of the electrical code adopted in section 8-23 where conflicts occur:

(1) The following minimum wire sizes shall be used for the type of circuit indicated:

a. No branch circuit will have wire smaller than #12 AWG. This does not prohibit smaller wire sizes for circuits 90 volts and lower or for control circuits.

b. Built-in ovens shall have a minimum wire size of #10 AWG copper.

c. Ranges shall have a minimum wire size of #8 AWG copper or equivalent aluminum.

d. Window air conditioners shall have a minimum wire size of #10 AWG copper.

e. Water heaters shall have a minimum wire size of #10 AWG copper.

f. Electric Tanked water heaters shall not be permitted to use a plug and cord connection.

(2) No aluminum wire smaller than #6 AWG will be used.

(3) No copper-clad wire will be used.

(4) Certain wiring methods permitted under the NEC are not allowed, except where existing prior to adoption of this article, specifically:

a. Article 398—Open Wire On Insulators.

b. Article 394—Concealed Knob-and-Tube Wiring.

c. Article 320—Armored Cable.

(5) Nonmetallic-sheathed cable (Article 334) is permitted to be used only in dwellings, as defined in article 100. These cable types will not be used in hotels, motels, bed and breakfasts with more than two rental sleeping rooms, rooming houses with more than two tenant sleeping rooms, fraternity and sorority houses, or buildings located in the central business area district as defined in chapter 114 pertaining to zoning.

(6) In residences, the following additional rules apply:

a. Separate dedicated branch circuits shall be provided for each refrigerator, dishwasher, and garbage disposal unit. These appliances shall be cord connected, and the garbage disposal shall be switched by a snap switch located above or adjacent to the kitchen sink. The dishwasher circuit will have no other outlets on the circuit.

b. Where provisions are made for a microwave oven, a separate branch circuit is required, and no other outlet will be on the circuit.

c. No more than twelve (12) outlets will be installed per circuit serving general lighting circuits. No more than six (6) outlets will be installed on each GFCI circuit. Outlets serving the small appliance branch circuit for counter tops are limited to three (3) outlets per circuit.

(7) Portable or temporary project offices or trailers will be allowed to be wired in type NM, NMC, or NMS cable during the construction phase of a project. However, the structure shall be removed prior to a certificate of occupancy is issued for the building under construction.

(8) Pre-manufactured portable offices or trailers are allowed to be wired in type NM, NMC or NMS cable, provided they are used as temporary buildings only. To be so considered, they may not be placed on permanent foundations or have the transport undercarriage removed or have the foundation enclosed to give a permanent appearance.

(9) All services shall have disconnecting means located outside of the building served.

(10) Electrical metallic tubing (article 358) will not be installed in concrete.

(11) Overhead service entrance conductors shall be in rigid metal conduit, intermediate metal conduit, or electrical metallic tubing. Service entrance cable (article 338) will not be authorized unless protected by approved conduit. If the service entrance conduit is a service mast, only two-inch or larger rigid metal conduit or intermediate metal conduit will be used.

(12) A minimum of one grounding conductor, sized according to the NEC, will be installed in any field-installed electrical conduit. This requirement is in addition to those prescribed by article 250.64.

(13) Flexible metal conduit (article 348) will not be used in wet locations.

Sec. 8-24. Adoption of the International Residential Code for one- and two-family dwellings.

The 2021 edition of the International Residential Code ("IRC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress. This adoption of the 2021 edition of the IRC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IRC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IRC and found at www.nctcog.org). The City of Venus also adopts the International Code Council (ICC) and the National Storm Shelter Association's (NSSA) ICC 500-2014 standard for the design and construction of storm shelters, as referenced in the 2021 International Residential Code.

Amendments:

Amendments:

R105.7 Placement of permit. The building permit or a copy shall be posted visible from the right of way on the site of the work until the completion of the project.

R106.1.6 All foundations shall be designed by a Licensed and Registered Engineer. The Engineer shall cause all necessary inspections to be performed to ensure compliance and submit a scaled letter of conformance stipulating the foundation has been built to his or her design specifications and further that the foundation is compliant with all related provisions of the technical code and related design standards. Exception: Single family residential room additions and single family residential detached accessory structures may be constructed utilizing the City of Venus Residential Room Addition concrete slab foundation design. Use of this design is limited to structures that are one story in height "500" five hundred square feet or less and not attached to a post tension designed slab or foundation.

R106.1.7 All framing plans utilizing any pre-engineered products, reused, or non-dimensional lumber shall be designed by a Licensed and Registered Engineer.

R106.1.8 All wind bracing plans shall be designed by a Licensed and Registered Engineer with the exception of scope where the Building Official determines the scope of the proposed construction can be met with prescriptive methods and requirements.

P2801.6 required pan. Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following: 1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.

Exceptions removed due to the potential to off-gas toxic fumes.

Sec. 8-25. Adoption of the International Fuel and Gas Code.

The 2021 edition of the International Fuel And Gas Code ("IFGC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing fuel gas systems and gas-fired appliances. This adoption of the 2021 edition of the IFGC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IFGC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IFGC and found at www.nctcog.org).

Amendments:

106.5.8 Posting of permit. The building *permit* or a copy shall be posted visible from the right of way on the site of the work until the completion of the project

Sec. 8-26. Adoption of the Existing Building Code.

The 2021 edition of the International Existing Building Code ("IEBC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings. This adoption of the 2021 edition of the IEBC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IEBC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IEBC and found at www.nctcog.org).

Sec. 8-27. Adoption of the International Code Council Performance Code.

The 2021 edition of the International Code Council Performance Code for Buildings and Facilities ("ICCPC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the performance-based design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of building and/or fire protection systems as herein provided. This adoption of the 2021 edition of the ICCPC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the ICCPC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the ICCPC and found at www.nctcog.org).

Sec. 8-28. Adoption of the International Property Maintenance Code.

The 2021 edition of the International Property Maintenance Code ("IPMC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use. This adoption of the 2021 edition of the IPMC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IPMC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IPMC and found at www.nctcog.org).

Sec. 8-29. Adoption of the International Energy Conservation Code.

The 2021 edition of the International Energy Conservation Code ("IECC") and its updates and supplements are hereby adopted by the City of Venus for regulating and governing energy-efficient building envelopes and installation of energy-efficient mechanical, lighting and power systems. This adoption of the 2021 edition of the IECC and its amendments is declared effective immediately upon receipt by the city and filing with the city secretary of one copy of the IECC. This adoption also adopts any uniform amendment recommendations promulgated by the North Central Texas Council of Governments (NCTCOG)'s Regional Codes Coordinating Committee (RCCC) to the IECC and found at www.nctcog.org).

Sec. 8-30. Adoption of the International Fire Code.

See Chapter 18—Public Safety, Article IV. Fire Prevention, Division I., Section 18-71 of the Venus Code of Ordinances for the city's most recent adoption of the International Fire Code.

Amendments:

507.5.1.2 Hydrant Connections. Steamer ports shall have a 4-inch Storz adapter with cap and chain permanently installed.

905.3.1 Height. Class III standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Three or more stories are above or below grade plane.

912.4.1 Locking fire department connection caps. Locking caps on fire department connections for water-based *fire protection systems* are required.

Secs. 8-31—8-57. Reserved.

…"

SECTION 2. All provisions of the ordinances of the City of Venus in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Venus not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this Ordinance.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and publication, as the law in such cases provide. The City Secretary is directed to publish the caption of this ordinance in the official newspaper of the City.

SECTION 5. Any person, firm or corporation violating any provision of this ordinance, as may be amended, shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed two thousand dollars ($2,000.00) for each offense, each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. That the recitals to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

DULY PASSED by the City Council of the City of Venus, Texas, this __ day of ____ 2022.

APPROVED:

By: ___________________________________
James L. Burgess, Mayor

ATTEST:

By: ___________________________________
Callie Green, City Secretary

INTERNET BANKING AGREEMENT

The terms "we, "us," "our," and "Bank" refer to PINNACLE BANK. The terms "you" and "your" refer to Company. This Internet Banking Agreement ("Agreement") is in addition to the other agreements, including, but not limited to your deposit account agreement, between you and Bank. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and Bank, this Agreement will control.

ARTICLE I
General Terms and Conditions

1. Services. In conjunction with Business Premium online banking, Bank agrees to provide Company with the services described within each applicable article of this Agreement. Individual services (including but not limited to, Funds Transfer, ACH Services, Wire Transfer Services, Remote Deposit Capture Services and Positive Pay Services, as each of those terms is defined herein) shall collectively be defined as the "Internet Banking Services".

2. Authority. Company warrants to the Bank that it has full and complete authority to enter into this Agreement, which matches the appropriate authorization/resolution on file with the Bank at the time this Agreement is signed. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the services, who (1) is an authorized representative or authorized person of Company; or (2) represents that they are such an authorized person or representative; or (3) who has been provided an Access ID and a Password by Company, or (4) provides a valid Access ID and a Password (collectively an "Authorized Person"). Bank may require further written confirmation of instructions given orally or by facsimile. Any person who is authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account, subject to any Authorized Person rights and restrictions that you or the Company Administrator (as defined below) have put into place through the signature card, Internet Banking Services access credentials, authorized signer forms, or any other authorization document. Bank may, in its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds that are subject to the conflicting instructions. The Access ID and Password, in combination with any other means of identification and authentication or combination thereof, required for logging into or otherwise accessing Internet Banking Services, or a particular function of the service, shall be collectively referred to as "Access Credentials."

3. Company Administrator. Your "Company Administrator" will be an Authorized Person whose Access Credentials include the Internet Banking Services' self-administration functionality. You authorize your Company Administrator to act as your designated agent in all matters regarding the Internet Banking Services and transactions using the Internet Banking Services. Company may designate more than one Company Administrator. In all matters regarding the Internet Banking Services, the Bank shall be entitled to accept, rely upon and act upon, without further inquiry, any written, electronic or oral instructions, directions, consents, waivers and agreements that are received by the Bank from any Company Administrator.

Each of your Company Administrator's authority includes, without limitation, the power to:

a. Amend the terms of your Internet Banking Services application, or any instructions or specifications therein or pursuant thereto;

b. Add or delete Access Credentials for Authorized Persons;

c. Add, edit and/or delete rights and restrictions for a particular Authorized Person's Access Credentials related to eligible accounts and specific Internet Banking Services;

d. Reset or unlock the Access Credentials for Authorized Persons;

e. Enter into or issue and deliver applications, disclosures, set-up forms, agreements and other instructions that, without limitation: (i) designate optional service functions the Company wishes to have activated; (ii) set limits within the Internet Banking Services (e.g., dollar limits) for certain functions; and (iii) designate accounts eligible to be accessible via Internet Banking Services; and

f. Receive on your behalf, as your designated agent, any legal notices (including notices of amendment to or termination of this Agreement), transaction notices or disclosures from us in connection with the Internet Banking Services.

Your Company Administrator's authority also includes the power to designate, on Company's behalf, one or more additional Company Administrators for your Internet Banking Services, and issue additional Access Credentials for performing Company Administrator functions. Company is solely responsible for ensuring that Access Credentials for the Internet Banking Services' self-administration functions are not issued to an Authorized Person whom you do not intend to be a Company Administrator.

Your Company Administrator's authority and Access Credentials shall remain in place until (y) you deliver formal written notice of revocation to the Bank in a form prescribed by the Bank, or (z) that Company Administrator's Access Credentials are revoked online by another Company Administrator using the Internet Banking Services' self-administration functionality; but in each case the Bank shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, the Bank may revoke or refuse to accept your Company Administrator's authority and Access Credentials in connection with the Internet Banking Services at any time without prior notice as set forth herein.

4. Fees and Charges. Company agrees to immediately pay the Bank for the Internet Banking Services in accordance with the Bank's fee schedule provided at the time of account opening. The Bank may modify its fee schedule at any time upon thirty (30) days prior written notice to Company. Company is also responsible for any telephone charges that you incur by accessing Company accounts utilizing the Internet Banking Services and other applicable fees. In addition to such charges, Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company.

5. Disclaimer of Warranties. Bank makes no representations or warranties to Company or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability or suitability, to company or any other person, of any of the services provided by Bank under this Agreement or any computer software products or programs provided by Bank under this Agreement, or as to the stability or compatibility of Bank's software, equipment or communication interfaces with those used by Company.

6. Liability; Limitations on Liability; Indemnity.

a. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry (as that term is defined in Article VI below) received from Company or its Authorized Agent) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this Section.

b. If the authority contained in this Agreement or any other agreement between Bank and Company should be revoked or terminated by operation of law without notice, it is agreed that Bank shall be held harmless from any loss suffered or liability incurred by acting after revocation or termination in the absence of such notice. Bank shall only be liable for Company's actual damages due to claims arising solely from Bank's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto or incorporated by reference.

c. Without limiting the generality of the foregoing provisions, Bank shall be excused and held harmless from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused and held harmless from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank otherwise violating any provisions of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

d. The Bank's liability for damages arising out of this Agreement will not exceed the fees paid by Company to Bank within the (30) thirty days prior to the event giving cause to the claim, as stated in this Agreement. In no event shall either party have any liability to the other party or any third party for any lost profits or costs of procurement of substitute goods or services or for any indirect, special or consequential damage resulting from or arising out of this Agreement. Notwithstanding the foregoing, in no event shall Bank be liable for any losses or damages resulting from (a) services and/or data provided by Company's data processing vendor(s); (b) software defects in third party software not developed by or licensed from Bank; (c) a virus, the prevention of which was beyond the reasonable control of Bank, or (d) a third party gaining access to Bank's system and obtaining or altering data. Company understands and agrees that except as expressly set forth in this Agreement (including any other Attachment or Amendment hereinafter attached hereto), Bank does not make and hereby disclaims any warranties and that the warranties in this Agreement are in lieu of all other warranties, express or implied, including without limitation any warranties regarding the merchantability, suitability, originality, quality, non-infringement, fitness for a particular purpose, or otherwise (irrespective of any previous course of dealings between the parties or custom or usage of trade).

e. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Authorized Account.

7. Termination. This Agreement is effective from the date of execution and shall remain in force until termination. This Agreement shall be terminated (i) upon thirty (30) days prior written notice by either party to the other, (ii) immediately upon termination of the relationship between the parties and (iii) immediately if Company fails to comply with the terms and conditions of this Agreement. In addition, Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination.

8. Severability. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid of unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision were never a part of it, and the remainder of this Agreement will be valid and enforceable.

9. No Waiver. No failure by either party to insist upon strict performance of any term or obligation in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy or a waiver of any such default or rights or remedies pursuant thereto. If Bank waives any failure or breach of Company hereunder such waiver will not operate to waive any other breach of the same or different provision.

10. Attorney's Fees. In the event that this Agreement is breached by Company, in addition to any remedies provided herein or by applicable law, the Bank shall be entitled to the extent allowed by applicable law to recovery from Company all costs and expenses incurred by the Bank in enforcing its rights hereunder, including, without limitation, court costs, fees of consultants, and reasonable attorney's fees.

11. Additional Information. Company agrees to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any transaction initiated utilizing the services hereunder) that Bank reasonably requests.

12. Force Majeure. No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between Company and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

13. Successors and Assigns. This Agreement is binding upon and is for the benefit of Bank and Company and their respective successors and assigns. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Bank. Otherwise, Bank and Company may not assign this Agreement to any other person without the express written agreement of the other party.

14. Amendments. We reserve the right to change the charges, fees or other terms described in this Agreement. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company. Bank shall notify Company of such amendments by mail or electronic mail, or by posting any such changes at the Internet Banking Services website.

15. Applicable Rules, Laws, and Regulations. This Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto shall be governed by, and you agree to comply with, the laws and regulations of the State of Texas and applicable Federal laws and regulations. Further, if any part of a wire transfer involves the use of Fedwire, as that term is defined below, the rights and obligations of Bank and Company regarding that wire transfer are governed by Regulation J of the Federal Reserve Board. In addition, you agree to be bound by and will comply with the terms of this Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto. Any dispute between Bank and Company must be brought in the relevant court in the county where Bank is located, and that Company will not claim that such a forum is inconvenient.

16. Notices. If this Agreement and any exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto requires notice, such notice may, at the sole discretion of Bank, be sent by United States mail, electronic mail or hand delivered to the address set forth in this Agreement. Changes in either party's address must be sent to the other party according to these notification procedures at least thirty (30) days prior to its effective date.

17. Disputes.

a. Class Action Waiver. You and Bank both agree, to the fullest extent allowed by law, that (i) claims will not under any circumstances be pursued in Class Proceedings; (ii) Bank waives the right to bring or to participate in Class Proceedings against you; and (iii) you waive the rights to bring or to participate in Class Proceedings against Bank. If some other person initiates a Class Proceeding against you, Bank may not join that proceeding or participate as a member of that class. If some other person initiates a Class Proceeding against Bank, you may not join that proceeding or participate as a member of that class. For purposes of this Agreement, "Class Proceeding" shall mean any claim or claims brought by or on behalf of a class, brought in a representative capacity or otherwise on a class basis, or brought in the form of a private attorney general action, regardless of whether they are commenced in court or in arbitration.

b. Arbitration. Any controversy or claim arising out of or relating to this Agreement, any breach thereof, or the Internet Banking Services shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Bank shall, however, have the right to collect through a court proceeding any amount that may become due and owing for services provided under this Agreement including but not limited to late fees, court costs and attorneys' fees. Each party shall bear its own costs, fees and expenses incurred in connection with this arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses, except as provided below. The arbitrator(s) shall apportion the fees, expenses and compensation of the American Arbitration Association and the arbitrator(s) between the parties in such amount as the arbitrator(s) determine is appropriate. Arbitration shall take place in Omaha, Nebraska. Notwithstanding the foregoing, a party may, without waiving any remedy under this Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's rights or property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to this Agreement will be instituted and maintained exclusively in the federal or state courts of Nebraska.

c. Ordinary Claims. "Ordinary Claims" are not subject to the arbitration provision and may be resolved through litigation. A claim will be considered an "Ordinary Claim" if all three of the following are true: (1) the only remedy being sought for the claim is monetary damages; (2) the recovery being sought for the claim is less than $25,000, excluding interest and costs; and (3) the only parties to litigation to resolve the claim will be you, and Bank.

d. WAIVER OF RIGHT TO JURY TRIAL. YOU AND BANK EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTES, LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND THE INTERNET BANKING SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO THIS AGREEMENT OR THE INTERNET BANKING SERVICES."

18. Headings. Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

19. Electronic Documentation.

a. This consent and disclosure applies to all accounts you currently have or open in the future with us for which you are transacting electronically and wish to receive disclosures, statements and other Communications (as defined below) online. You must be an owner/signer on all accounts you wish to authorize electronic delivery.

b. "Communication" means any account statement, periodic statement, or authorization, agreement, disclosure, notice, or other information related to your account, including information that we are required by law to provide to you in writing.

c. You will receive an email stating your documents are available for viewing on Business Premium. If you choose to receive any documentation electronically, you understand that you will not automatically receive the documents in paper form. We will not send paper Communication on any account you are transacting on electronically until you withdraw this consent.

d. You have the right (or option) to have any of the documentation made available on paper form. You may obtain the documentation on paper by verbally requesting a paper copy at a Bank branch, or by mailing a signed, written request for a paper copy to a Bank branch. All requests should include the account number and the date of the document you wish to receive as well as your name and address. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right to provide a paper instead of electronic copy of any communication you have authorized us to provide electronically.

e. Consent to receive electronic Communications includes:

- Legal and regulatory disclosures and Communications associated with your account.
- Disclosures including periodic or monthly billing statements.
- Change in terms notices as to your account.
- Annual or revised privacy notice.

f. You have the right to withdraw prospectively your consent to receive any documentation electronically. You may withdraw your consent by verbally requesting so at a Bank branch, or by mailing a signed, written revocation to a Bank branch. All requests should include the account number, type of account documentation (checking notices, loan notices, etc.), the revocation date, and your name and address.

g. Withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process it. It is your responsibility to provide us with an accurate and complete email address and to update promptly any changes in this address. If your email address changes, you must notify Bank of the change and authorize Bank to update the information currently on file with Bank. All changes should include all account numbers(s), type of account documentation (checking statements, certificate notices, etc.), your new email address, and your name and address.

h. To access, download and print the documents, you will need to have a personal computer with Internet and email access. As part of our ongoing effort to increase the security of the Business Premium site, we require all browsers accessing secure pages within the Business Premium site to support strong encryption. You are also required to have an updated version of Adobe Reader to open and view the documents.

i. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provided electronic Communications. We will provide you with notice of any such termination or change as required by law.

j. All Communications in either electronic or paper format from us to you will be considered in writing. You should print or download for your records a copy of any online documents. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Electronic Signatures in Global and National Commerce Act ("ESIGN"), and that you and we both intend that the ESIGN apply to the fullest extent possible.

20. Privacy of Access Codes. It is Company's responsibility to ensure that it provides access codes only to authorized representatives of Company. Company represents to the Bank that each Company representative and anyone else using the Company access codes has general authority from Company to give the Bank instructions to perform the services detailed in

this Agreement. Company is liable for all transactions that it makes or authorizes. Company expressly agrees to be bound by all transactions from any business account for which valid access codes were used. Company authorizes the Bank to treat any instructions it receives using valid access codes as if the instructions had been made in writing and signed by the appropriate Company representative. Unless there is substantial evidence to the contrary, the Bank's records will be conclusive regarding any access to, or action taken through, our Internet Banking service. Notwithstanding the foregoing, the Bank agrees that Company will not be responsible for transactions which occur after Company has notified the Bank to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so.

21. OFAC Sanctions. Company is responsible for ensuring that the origination of Entries complies with U.S. law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC, or online at http://www.ustreas.gov/ofac/index.html.)

22. Requested Changes to Existing Services. The parties acknowledge and understand that from time to time, Company may request that changes be made to the existing services covered under the terms of this Agreement. Such changes shall include, but not be limited to, the addition of a new access code, the addition of a new Company representative who can authorize services and the addition of bank accounts and loans. When Company requests such a change, a separate setup or authorization form will not be required of Company in order for the Bank to make the requested change to the existing services. However, a new setup or authorization form will be required upon Company's request to add any new, distinct services to its account.

23. Entire Agreement. This Agreement and all exhibits, attachments, schedules and amendments embody the entire agreement between Company and Bank regarding the services covered under this Agreement. It supersedes all proposals and prior agreements and all oral discussions relating to the subjects covered in this Agreement. It may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between Bank and Company. There are no unwritten oral agreements between Company and Bank.

24. Acceptance of Terms and Conditions. If Company is a corporation, limited liability company or partnership, the individual(s) executing this Agreement on behalf of Company hereby represent and warrant that they have full right, power and authority to execute this Agreement on behalf of Company, and that execution and performance of this Agreement by Company has been authorized by all necessary corporate or partnership action, as the case may be. Upon execution of this Agreement, you agree to be bound by all of its terms and conditions and acknowledge your receipt and understanding of this Agreement.

25. Future Assurances. The parties hereto agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to the subject matter hereof.

26. Definitions. Any capitalized term not defined either in this Article II or elsewhere in the Agreement shall have the meaning set forth in the latest version of the National Automated Clearing House Association ("NACHA") Operating Rules.

ARTICLE II
Internet Banking Services Terms and Conditions

1. Identification. To utilize our Internet Banking Services you must have one or more Bank accounts, an Access ID and a Password.

2. No Liability. Bank will not be liable for the following:

   a. If you do not have sufficient funds in your account to initiate a transaction utilizing the Internet Banking Services.

   b. We are directed to prohibit withdrawals from the account by applicable law or court order.

   c. If your account is closed or if it has been frozen.

   d. If the transaction utilizing the Internet Banking Services would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.

e. If you, or anyone you permit to utilize the Internet Banking Services, commits any fraud or violates any law or regulation.

f. If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Internet Banking Services.

g. If you have not provided us with complete and correct payment information, including without limitation, the name, United States address, and payment amount for the payee on a bill payment.

h. If you have not properly followed the instructions for using the Internet Banking Services.

i. If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the utilization of the Internet Banking Services, despite reasonable precautions taken by us.

3. Funds Transfers.

a. Transmittal of Credits/Debits By Company. Company shall transmit credit/debit Entries to Bank for processing pursuant to this Agreement. The total dollar amount of Entries transmitted by Company to Bank on any one (1) day shall not exceed the amount set forth in this Agreement and any attachments, schedules and any amendments attached hereto. The cutoff for said Entries shall be in accordance with the Bank's stated time frame.

b. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to crediting/debiting a Company's Authorized Account(s) set forth in the Agreement. Bank shall have no liability if such cancellation or amendment is not effected.

c. Account Reconciliation. Fund Transfer Entries credited/debited to accounts of Company as identified in the Agreement will be reflected on Company's periodic statement issued by Bank pursuant to terms of the applicable agreement entered into between Bank and Company upon the opening of an Authorized Account. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.

d. Compliance with Security Procedure. Company will be solely responsible for protecting against any unauthorized access to Business Premium. If an Entry, a request for cancellation ("Cancellation"), or amendment of an Entry ("Amendment") received by Bank is judged in good faith to have been originated or authorized by Company, it will be deemed effective as Company's Entry, Cancellation, or Amendment, and Company shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry, Cancellation or Amendment was not authorized by Company, provided Bank acted in compliance with security procedures referred to in this Agreement, with respect to such Entry, Cancellation or Amendment. If signature comparison is to be used as a part of security procedures, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying Entries, Cancellations or Amendments received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative. If an Entry, Cancellation or Amendment received by Bank was originated or authorized by Company, Company shall be obligated to pay the amount of the Entry, Cancellation, or Amendment as provided herein, whether or not Bank complied with security procedures referred to in this Agreement, with respect to that Entry, Cancellation or Amendment and whether or not that Entry, Cancellation or Amendment was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Company agrees that the security procedures found in this Agreement, are the security procedures that are necessary for their business and such procedures are deemed to be commercially reasonable. Company agrees that Company shall be responsible for utilizing and implementing those security procedures in their daily operations.

e. Creditworthiness. In order for Company to participate in the origination of fund transfer Entries, pursuant to this Agreement, Company must be creditworthy in accordance with the Bank's policies. Company agrees that Bank may request and obtain credit information about Company in order to determine their creditworthiness. This credit information includes but is not limited to financial information to be obtained directly the Company and credit bureau reports. The Bank reserves the right to immediately terminate this Agreement if the creditworthiness of Company should deteriorate to an unacceptable level as determined by the Bank in its sole discretion.

f. Data Retention. Company shall retain data on file adequate to permit re-creation of Entries for seven (7) days following the date of their origination by Bank as provided herein, and shall provide such data upon Bank's request.

g. Proprietary Data. All specifications, personal identification numbers, test codes, security procedures, systems, programs, documentation, components, accessories, and equipment comprising the Bank's fund transfer system and all similar material utilized or developed by the Bank in connection with this Agreement are confidential, shall remain the sole property of the Bank and may not be copied, distributed or disclosed other than to Company's authorized employees and to persons specifically authorized by the Bank in writing. All such material shall be returned to the Bank upon the termination of this Agreement.

4. Transmittal of Stop Payment Requests By Company. Company may transmit Stop Payment Requests, as that term is defined herein, to Bank for processing pursuant to this Agreement. "Stop Payment Requests" include, but are not limited to, ordering and/or the addition of any new stop payment order, deleting and/or the cancellation of any existing stop payment order and/or inquiring into any stop payment order. The cutoff for Stop Payment Requests shall be in accordance with the Bank's stated time frame. Company acknowledges that Bank uses a computer system to check for stop pay items and that Bank does not always do a visual inspection. Therefore, Company agrees that in order for the Stop Payment Requests to be in effect, the information contained within the Stop Payment Requests must be exact or Bank's computer system will not be able to identify the stop pay items. In order for Stop Payment Requests to be in effect, Company hereby agrees to furnish the Bank with the exact amount of item to be stopped, date, specific check number and name of payee. Failure to furnish such information shall relieve Bank of any liability for any payment made contrary to Stop Payment Requests. Company agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to Stop Payment Requests, or if by reason of such payment other items drawn by Company are returned unpaid because of insufficient funds. Company agrees that Stop Payment Requests are also subject to the provisions contained in Company's signature card. Company acknowledges Stop Payment Requests are effective for six (6) months, from date of Bank accepting Stop Payment Requests, and may be renewed for an additional six (6) month period by a writing given to the Bank within a period during which the original Stop Payment Request is in effect.

5. Hours of Accessibility. Unless otherwise defined by this Agreement or any exhibits hereinafter attached hereto or incorporated by reference, Company can usually access their Bank accounts through the Internet Banking Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Internet Banking Services may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that the Internet Banking Services will be available at all times. During these times when Internet Banking Services are not available, you may use touch-tone telephone service, a Bank ATM or a Bank branch to conduct your transactions (assuming you have applied for and been accepted to utilize such telephone and ATM services).

ARTICLE III
ACH Services Terms and Conditions

1. ACH Services. Company wishes to initiate electronic file and/or external fund transfer Entries, pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinto attached, through Bank for deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of Company maintained at Bank and at other Receiving Depository Financial Institutions ("RDFI") by means of the Automated Clearing House ("ACH"). The Company will comply with the Operating Rules of NACHA and any other applicable local ACH Association rules (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries.

2. Entries. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank prepares Entries.

3. Definitions. The following terms have the meanings assigned when used herein:

a. "Available Funds" shall mean collected funds on deposit in the Authorized Account(s) which are available for withdrawal by Company, pursuant to the Bank's policy and the provisions of Regulation CC (12 C.F.R. Part 229) in effect from time to time.

b. “Collected Funds” shall mean any items, other than cash, accepted for deposit (including items drawn “On-Us”) will be given provisional credit until collection from the Bank the item has been drawn on has been received by Bank of deposit.

c. “Authorized Account(s)” shall mean the account(s) of Company, maintained at Bank.

d. “Authorized Agents” shall mean those individuals designated in the appropriate authorization form, maintained at Bank.

e. “Business Day” shall mean Monday through Friday with the exception of observed Federal banking holidays.

f. “Cut-off Time” shall be in accordance with the Bank’s stated time frame.

g. “Effective Entry Date” shall mean the date specified by the Company on which it intends a batch of Entries to be settled.

h. “Same Day ACH” shall mean a one-time same day payment to a participating payee for an additional fee, subject to certain restrictions.

i. "Settlement Date" shall mean, with respect to a Credit or Debit, as those terms are defined above, the date an exchange of funds with respect to an Entry is reflected on the books of the Bank. [The Operating Rules also includes the following, "…, and with respect to a non-monetary Entry, the date specified in the "Settlement Date" field of the Entry." if applicable]

j. "Third Party Sender" shall mean an organization that is not an Originator that has authorized an ODFI or a third party service provider to transmit, for its account or the account of another Third Party Sender, a Credit Entry, Debit Entry or non-monetary Entry to the Receiver's account at the RDFI.

4. Recording and Use of Communications. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Transmittal of Credits/Debits By Company. Company shall transmit Credit/Debit Entries to Bank for processing pursuant to this Agreement. The total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the amount set forth in the exhibits maintained at Bank. The total dollar amount of Entries transmitted by Company to Bank on any one month shall not exceed the amount set forth in the exhibits maintained at Bank.

6. Processing, Transmittal and Settlement by Bank.

a. Except as provided in Sections 5 and 6 of this Article III, Bank shall (i) process Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank (the “ACH Operator”) acting as an ACH processor, and (iii) settle for such Entries as provided in the Rules.

b. Bank shall transmit such Entries to the ACH Operator one (1) Business Day prior to the Effective Entry Date of the Entries provided (i) such Entries are received by Bank’s Cut-off Time on a Business Day, and (ii) the ACH Operator is open for business on such Business Day. In the event the Entry is a Same Day ACH transaction file, Bank shall transmit such Entry to the ACH Operator same day, provided the Entry is received prior to the Bank’s Same Day ACH Cut-off Time on a Business Day. For purposes of this ACH Agreement, Entries shall be deemed receivable by Bank, in the case of transmittal by electronic transmissions, when the transmission (and compliance with any related Security Procedure provided for herein) is completed.

c. If any of the requirements of clause (i), (ii), or (iii) of Section 6(b) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

d. A Same Day ACH transaction is intended for your use only. Trying to use Same Day ACH to process payments on behalf of someone other than you is prohibited and will be grounds for termination of Same Day ACH and your access to the Service. Bank may use nonaffiliated third parties acting on its behalf to process your Same

Day ACH transaction. These third-party processors must adhere to Bank's strict security and privacy protection standards.

7. On-Us Entries. Except as provided in Section 8 below, in the case of an Entry received for Credit/Debit to an account maintained with Bank (an "On-Us Entry"), Bank shall Credit/Debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 7(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to Credit/Debit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

8. Rejection of Entries. Bank shall have the right to reject any Entry which does not comply with the requirements of Section 5 of this Article III and the requirements of Article VII ("Security Procedures"), or which contains an Effective Entry Date more than two (2) days after the Business Day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations as set forth in Section 11 below. Bank shall notify Company by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

9. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to Crediting/Debiting a Receiver's account, provided such request complies with the Security Procedure set forth in the Internet Banking Agreement for cancellation or amendment of Data. Bank shall have no liability if such cancellation or amendment is not effected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

10. Notice of Returned Entries. Bank shall deliver a notice, via mail or electronic mail, or by posting any such changes at our Services website, to Company of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 5, Bank shall have no obligation to retransmit a returned Entry. In no event shall Bank be liable for currency conversion loss due to returned transaction. Company may not reinitiate Entries except as prescribed by the Rules.

11. Payment. Company shall have Available, Collected Funds in an Authorized Account(s) covering the amount of each Entry transmitted by Bank pursuant to this ACH Agreement on the Settlement Date. Company shall pay Bank the amount of each credit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Bank, at its discretion, may determine. Company shall pay Bank the amount of each debit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement. Bank shall pay Company the amount of each debit Entry (including On-Us Entries) transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Financial Institution, at its discretion, may determine. Bank shall promptly pay Company the amount of each credit Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

12. The Authorized Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this ACH Agreement by debiting the Authorized Account(s) of Company identified in any Exhibits, and Bank shall Credit/Debit the Authorized Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company/provided funds to the Company. Such Credit/Debit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of Available Funds in the Authorized Account sufficient to cover its payment obligations under this ACH Agreement as set forth in Section 11. In the event there are not sufficient Available, Collected Funds in the Authorized Account to cover Company's obligations under this ACH Agreement, Company agrees that Bank may Debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this ACH Agreement. Upon request of Bank, Company agrees to promptly provide to Bank information pertaining to Company's financial condition.

13. Account Reconciliation. Entries accepted and processed by Bank or Credited/Debited to a Receiver's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Authorized Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information,

Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.

14. Company Representations and Agreements; Indemnity. Company represents to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the Crediting/Debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or Crediting/Debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of Credit/Debit Entries set forth in any Exhibits, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making Credit/Debit of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid/charged the Receiver the amount of the Entry. Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements. In the event Company violates any of the applicable Rules and NACHA imposes a fine on Bank because of Company's violation, Bank may charge the fine to Company.

15. Audits. Company hereby consents to Bank conducting audits at the Company's place of business. The audits will include, but not be limited to, a review of the Company's ACH procedures relating to the origination of ACH Entries and compliance with the Rules, applicable federal and state. law, and Bank policies.

16. ACH Rules. Company is responsible for complying with the rules as found within the ACH Rules mandated by NACHA and/or any changes and/or any updates to the ACH Rules mandated by NACHA. Bank shall not be responsible for fines that may be imposed if Company does not comply with the ACH Rules. All agreements and Rules apply to transactions while they are within the U.S. payment system. If Company is approved to send International ACH Transactions ("IAT"), Company agrees to originate entries in compliance with U.S. law, including, but not limited to, their obligations under programs administered by OFAC and Financial Crimes Enforcement Network ("FinCEN") and in compliance of the payment system rules of the receiving country. Bank may delay transactions for greater scrutiny of transactions to comply with OFAC.

17. Consumer Entries; Corporate Payments; IAT Entries.

a. Company will obtain authorization for Prearranged Payment or Deposit ("PPD") Entries in accordance with the Rules and U.S. law. Company will retain a record of the authorization for a period of two (2) years from the termination or revocation of the authorization. Company will provide written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the authorization indicates variable amounts. Company will provide written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes. Bank will provide reporting information to NACHA for Company regarding Entries whose return rate for unauthorized PPD Entries exceeds the current threshold as required by the Rules.

b. Debit authorizations from consumers obtained over the Internet must be originated with the WEB Standard Entry Class Code. WEB entries are allowed to consumer accounts only. Retention of such authorization must be retained two years from termination or revocation of authorization. You must be able to provide Bank a copy of an authorization in a timely manner in order to allow Bank to provide a copy to the RDFI within ten (10) Banking Days of request. In the event that you initiate a WEB entry, you agree that such WEB entry will meet the NACHA requirements and make the following additional representations and warranties: (i) you have employed a commercially reasonable fraudulent transaction detection system to screen each WEB entry; (ii) you have employed commercially reasonable methods of authentication to verify the identity of the Receiver; (iii) you have taken commercially reasonable steps to verify that routing numbers are valid; (iv) you have established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to you; and (v) you have and will conduct an annual audit to ensure that the financial information that you obtain from Receivers is protected by security practices that include adequate levels of: (A) physical security to protect against theft, tampering, or damage, (B) personnel and access controls to protect against unauthorized access and use, and (C) network security to ensure secure capture, storage and distribution of financial information. You will provide proof of your security audits to Bank upon request. Bank may cease processing Entries for you if we in Bank's sole discretion determines that your security procedures are inadequate.

c. Debit authorizations from consumers giving explicit oral authorization to debit their account during a phone call initiated by the Receiver must be submitted as a Telephone-Initiated ("TEL") Entry. Company will audio record the Receiver's oral authorization or provide written notice in advance of the Settlement Date of the Entry that confirms the oral authorization. The authorization must have clear and readily understand able terms regarding the date on or after the Receiver's account will be debited, the amount of the debit entry, the Receiver's name or identity, the account to be debited, a telephone number that is available to the Receiver and answered during normal business hours, the method the Receiver can revoke their authorization, the date of the Receiver's oral authorization, a statement referencing that the authorization obtained is for a single-entry ACH debit, one-time electronic funds transfer, or other similar statement. Company will retain either the original, copy, or other accurate record of the Receiver's oral authorization or a copy of the written notice confirming the oral authorization for two years from the date of the authorization. At the request of Bank, Company must provide a copy of the Receiver's authorization. Company must utilize commercially reasonable procedures to verify identity of the Receiver and commercially reasonable procedures to verify routing numbers are valid. Company must comply with NACHA Operating Rules and Bank is not liable for any failure of Company to comply with the NACHA Operating Rules.

d. In regard to the origination of "wholesale credit" Entries, (defined as incoming corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), Bank shall provide disclosure as required by Uniform Commercial Code Article 4A to Company. Bank will provide reporting information to NACHA for Company regarding CTX, CCD+ and/or CCD debit Entries whose return rate for unauthorized Entries exceeds the current rate as required by the Rules. Upon request of the RDFI, Company shall provide proof of authorization to Bank within ten (10) days of the effective date of the entry. If proof of authorization cannot be provided by Company within that time frame, Bank must provide Company's contact information to allow the RDFI to contact Company directly.

e. The application of foreign law and payment system rules to a cross-border (IAT) Entry may produce outcomes different from the outcomes that would result from handling of the same Entry under the domestic Operating Rules. Such differences include, but are not limited to, the following: the time for return of cross-border Entry may be different; returned Entries may not be able to be dishonored: cross-border Entries may not be reversible; prenotes, and items to be settled on a foreign holiday, may not be acceptable; the Receiver may not receive credit on the Settlement Date; and special fees may apply; and since distinctions between corporate and consumer payments may not be recognized under foreign law or payment system rules, the NACHA Cross-border SEC codes may not accurately reflect the status of inbound and return cross-border payments. The rights, obligations, and procedures associated with returning a cross-border transaction are determined by the national payment system operating rules of the receiving country of the original transaction. You are responsible for understanding the rules applicable to cross-border payments you originate, and the limitations on types of cross-border payment transactions and you assume all risk associated the application of such foreign law and payment system rules to such cross-border Entries. Additionally, Company bears all risk of exchange rate fluctuation with respect to an IAT Entry. As for currency conversion, Bank will use a Fixed to Variable model – fixed origination currency amount to variable receiving currency amount – the Originator initiates a payment in their country's currency, the payment undergoes a foreign exchange conversion, and the Receiver's payment is in its country's currency. Bank assumes no liability to Company or any other person with respect to a return of a IAT entry whether or not it is returned in accordance with the law or payments system rules of the receiving country.

18. Notice of Reversing Entries. Company shall notify the Receiver of any reversing Entries initiated to correct Entries it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

19. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and the Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

20. Notification of Changes. Bank shall notify Company of all notification of changes received by Bank related to Entries transmitted by Company by mail or electronic mail, or by posting the changes received on the Services website, no later than two (2) Business Days after receipt thereof. Company is required to respond to said notification of changes by investigating incorrect data and making corrections within six (6) Business Days of receipt of said notification of changes or

prior to initiating another Entry to the Receiver's account, whichever is later. Bank may use a Refused Notification of Change process to inform the RDFI that the Notification of Change was not processed; however, said Refused Notification of Change must be initiated within fifteen (15) days of the receipt of notification of change.

21. Payment for Services. Company shall pay Bank the charges for the services provided for herein as set forth in Bank's schedule of fees and charges, pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Company.

22. Notices, Instruction, Etc.

a. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice of instruction received from Company or any other person, or to provide any notice to Company or any other person with respect to any matter.

b. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such persons. The names and signatures of Authorized Agents are set forth in the Internet Banking Agreement and any attachments, exhibits, schedules or amendments attached hereto.

c. Except as otherwise expressly provided herein, any notice or other written communication required or permitted to be given under this ACH Agreement shall be sent, at the discretion of Bank, by (i) United States registered, certified mail, postage prepaid; (ii) express carrier; (iii) electronic mail; or (iv) by posting such notice at the Services website.

23. Data Retention. Company shall retain data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request.

24. Third Parties. Company shall assume full liability for any action made by any third-party processor used by Company at its discretion to initiate Entries on its behalf. Additionally, a Third Party Sender must perform all obligations under the ACH Rules. It is also understood by Company they are to notify the Bank should the Third Party relationship change, whether adding or deleting the relationship.

25. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Company represents and warrants that the Originator has agreed to undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts with any actions that Bank may be obligated to defend or elects to pursue against a third party.

ARTICLE IV
Wire Transfer Service Terms and Conditions

1. Definitions. The following terms have the meanings assigned when used herein:

a. "Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

b. "Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

c. "Repetitive Transfer" means wire transfers in which the receiving bank, payee, and account are the same for each transfer, and only the transfer date and amount vary.

d. "Request(s)" or "Wire Transfer Request(s)" means a Company's request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Company as sender requesting that funds belonging to, or under the control of, Company be transferred to a special account or beneficiary.

2. Transmittal of Wire Transfer Requests. Company shall transmit Requests to the Bank in accordance with the terms and conditions of this Agreement. The total dollar amount of Requests transmitted by Company to Bank on any one day shall not exceed the amount set forth in the exhibits maintained at Bank. The cutoff for said Requests shall be in accordance with the Bank's stated time frame. In all other respects the terms and conditions of Company's deposit agreement(s) with the Bank supplement this Agreement and apply to any such Request. If there is a conflict between this Agreement and one or more of your deposit agreements, this Agreement shall control with respect to wire transfers.

3. Wire Transfer Services. Company authorizes the Bank to transfer funds from any accounts which are designated in the exhibits maintained at Bank ("Wire Transfer Services"). The Bank, subject to its then current security procedures, will execute wire transfers in accordance with Requests from authorized Company representatives (hereinafter referred to as "Authorized Representatives" as identified in the exhibits maintained at Bank) whether such Requests are written, oral, telephonic, telegraphic, or via an automatic transfer device (except as mode of Request is limited by written agreement). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

4. Fedwire Notice. In connection with Company's use of this Wire Transfer Services, Bank notifies Company of the following:

a. Bank may use Fedwire when acting upon Company's Request.

b. Any subsequent bank may use Fedwire when carrying out Company's Request.

c. The rights and obligations of Bank and Company in a wire transfer intended to carry out Company's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

5. Responsibilities.

a. Personal Identification Number (PIN). The Bank may assign to Company one or more confidential PIN(s) to be used in requesting wire transfers. When so assigned, Requests will not be acted upon without use of the correct PIN(s). Company has the responsibility of maintaining the confidentiality of such PIN(s) and for notifying the Bank if it is suspected the PIN(s) has been compromised. PIN(s) may be changed by the Bank from time to time.

b. Recording and Records. Company authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and Company or any person acting on Company's behalf, and to keep those recordings as long as Bank considers it necessary. Company assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records concerning a Request are different than Company's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.

c. Payment to Bank. Unless otherwise agreed to in writing, Company must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute Company's Request, provided, however that if in such circumstances Bank does honor such request, Company in all events shall be liable for the amount transferred and shall immediately reimburse Bank. Fees applicable to wire transfers are posted in Bank's Disclosure of fees charged, and are subject to change from time to time at the sole discretion of Bank.

d. Acceptance and Execution of Request by Bank. Company's Request is considered accepted by Bank when Bank executes it. Company acknowledges that the Bank maintains deadlines for accepting wire transfer requests. The cutoff/deadlines for said Requests shall be in accordance with any Exhibit. If Company's Request is received prior to the deadline it will be executed by Bank that wire transfer business day. A Company's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Company's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its sole option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Company.

e. Rejection of Wire Transfer. Bank has a right to reject Company's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request; Bank's inability to execute the wire transfer for the reasons set out herein; or if Bank is unable to verify the authenticity of Company's Request. Bank will notify Company by phone, mail, electronic mail, or by posting any such changes at Bank's services website, if it rejects the Company's Request.

f. Cancellation or Amendment of Wire Transfer Request. Company may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Company's Request for cancellation or amendment. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Company agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

g. Repetitive Transfers. If Bank or Company determines that Requests have become repetitive, Bank may assign a repetitive number to Company's Request. If Bank does so, Company may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

h. Erroneous Requests. Company acknowledges and agrees that when Company provides Bank with a name and account number when making a Request, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Company. Company furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Company's benefit may be paid by Bank solely on the basis of account number. Company agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to (i) reconcile inconsistencies between name and account number, or (ii) otherwise investigate suspected irregularities.

i. Account Statements. All wire transfers will be reflected on Company's periodic bank statement. In some cases Bank will also notify Company in writing, electronically, or by a report produced by one of Bank's information reporting services. Company should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Company thinks a listed wire transfer is incorrect or needs more information about a specific wire transfer, Company must contact Bank in writing upon discovery of the error or within fourteen (14) days after Company receives the first notice or statement that includes the alleged discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Company for the amount of an unauthorized or erroneous wire transfer.

j. Method Used to Make the Wire Transfer. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.

k. Authorization Changes. Company agrees that only those persons authorized pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Authorization and/or pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Changes by Company in any information supplied to Bank or any changes in the designated account numbers or authority of the persons named on the Authorization and/or pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, shall not be binding upon Bank until Bank has received actual written notice of the changes and has had reasonable time to implement them.

6. Liability.

a. Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in processing Company's wire transfers. Company shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies, Company is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

b. Liability of Bank. Bank shall be liable only for Company's lost interest and Company's expenses directly related to Company's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest and expenses will be in the form of an adjustment/credit to Company's account(s).

c. Liability of Company. Company shall be liable for any loss or damage resulting from Company's breach of this Agreement or to which Company's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Company's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative effects one or more wire transfers to Company's detriment. Company does hereby certify to Bank that only duly Authorized Persons will initiate any requests for wire transfers from accounts of Company identified in any Exhibits. Authorized persons will initiate electronic wire transfer instructions to Bank either by phone, in person or electronically. Authorized persons given security level for wire transfers, by Company, to and from Company's accounts identified in any Exhibits, have been granted through security clearance pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto. Bank is authorized to honor requests for wire transfers made by Authorized Persons, or persons who represent electronically or otherwise that they are Authorized Persons, without further inquiry or regard to the authority of said persons and is hereby absolved of all liability for wire transfers made in compliance with these procedures.

ARTICLE V
Remote Deposit Capture Services Terms and Conditions

1. RDC Services. Company wishes to initiate remote deposit capture ("RDC") of checks received from Company's clients, including the transmission of image items pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached thereto, through Bank for deposit ("Credit") to accounts of Company maintained at Bank. This service description governs the provision of RDC services as may be provided by Bank to Company from time to time (the "RDC Services"). Further terms relating to the RDC Services may be contained in user manuals relating to the RDC Services ("User Manuals"), which Bank may provide to Company from time to time. User Manuals will be deemed accepted by Company upon provision by Bank of RDC Services to Company. Bank offers RDC Services to corporate and financial institution customers pursuant to this Agreement, as supplemented by the User Manuals. In the event of a conflict or discrepancy between the User Manuals, this Service Description and the Internet Banking Agreement the following order of precedence shall apply: (1) User Manuals, (2) Service Description, and (3) this Agreement, but only to the extent necessary to address the conflict or discrepancy.

2. Definitions. The following terms have the meanings assigned when used herein:

a. "Authorized Account(s)" shall mean the account(s) of Company, maintained at Bank.

b. "Authorized Agents" shall mean those individuals designated in the appropriate authorization form, maintained at Bank.

c. "Business Day" shall mean Monday through Friday, with the exception of observed Federal Banking holidays.

d. "Cut-off Time" shall be in accordance with the Bank's stated time frame. If you transmit your Check to Bank after the Cut-off Time on any Business Day, we will review and process your Check on the next Business Day.

e. "Security Procedures" shall have the meaning given in Article VII hereof.

f. "Checks" or "Check Items" shall mean the physical documents received from Company's clients that meet the definition of negotiable instruments as defined in the Uniform Commercial Code as adopted and amended in the state whose law governs interpretation of this Service Description. Additionally, only items that are made payable to, and indorsed by, you may be transmitted through the RDC Service.

g. "Image Items" shall mean the electronic images of Checks created by the Company during use of RDC services, which will be transmitted to Bank for credit to the Authorized Account.

h. "Ineligible Items" shall mean any Check drawn on a non-United States bank, including U.S. dollar denominated foreign accounts, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit (convenience checks) and cash.

i. "Client" shall mean an individual or an entity transacting business with Company.

j. "Transmission" shall mean the electronic file created and sent to Bank by Company that contains image items of Checks received by Company from their clients.

k. "9.37 file" shall mean the Bank standard file format required for transmission of Image Items to the Bank by Company.

3. Transmittal of Image Items by Company. Company shall transmit Image Items to Bank in a 9.37 file format for processing pursuant to this Service Description. The total dollar amount of Image Items transmitted by Company to Bank on any one day shall not exceed the amount set forth in any Exhibits. Your Check is deemed to have been received by Bank when the RDC Service generates a confirmation message.

4. Check Warranties. Company agrees that each of the following warranties shall be in effect with respect to each Check processed and Image Item transmitted under this Service Description as of the time each such Check is processed or Image Item is transmitted:

a. Company is a person entitled to enforce each Check.

b. All signatures and endorsements on each Check and Image Item are authentic and authorized.

c. Each Check depicted in an Image Item contains all endorsements required to negotiate and deposit such Check.

d. Each Check has not been altered.

e. Each Check is not subject to a defense or claim in recoupment of any party which can be asserted against Company.

f. Company has no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted draft, the drawer of each Check.

g. That Image Items captured by Company and transmitted to Bank will meet the following conditions:

i. Accurately represent all of the information on the front and back of the Check as of the time the Check was imaged by Company and such Image Item has not been altered by Company.

ii. Suitable for processing, including, but not limited to, Checks that are legible and contain machine-readable magnetic ink character recognition ("MICR") data.

iii. Bear all endorsements applied by parties that previously handled the Check in any form for forward collection or return.

iv. Will not duplicate the deposit (in image or paper form) of any Check received from Company's Client or the drawer, which would result in a duplicate charge to Client's or drawer's account at Client's or drawer's financial institution.

Company acknowledges that credit given by Bank will be provisional credit until collection is final for any Image Items Bank accepts for deposit. Company agrees that Bank shall have an immediate right of offset against accounts of Company held by Bank for any amounts caused by Company's breach of any warranty hereunder.

5. Exception Checks. Each Business Day on which Bank reviews and processes Checks, Bank will use commercially reasonable efforts to review each Check and to reject any Check that Bank, in its sole discretion, determinates to be ineligible for the RDC Services (each, an "Exception Check"). "Exception Check" includes, but is not limited to, a Check that (i) is illegible or contains MICR data that is not machine-readable, (ii) was previously processed as a Check; or (iii) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States.

Bank will notify you of each Exception Check through the Business Premium online service, or other communication channels at Bank's discretion. If you wish to attempt to deposit any Exception Check to your Authorized Account, you shall do so only by depositing the original paper check on which the Exception Check is based or as otherwise agreed between us.

Even if Bank does not initially identify a Check as an Exception Check when Bank reviews and processes the Check to which the Exception Check relates, the Check or the substitute check or the alleged substitute check created by Bank from it may nevertheless be returned to Bank because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Bank's failure to identify an Exception Check shall not preclude or limit the obligation of you to us under Section 4 of Article V above.

Subject to Bank's right to identify and reject Exception Checks, Bank shall be deemed to have accepted each Check that is not an Exception Check for deposit to the Authorized Account on the Business Day what Bank processes the Check, provided its Transmission to Bank is prior to the Cut-off Time. In addition, a Check will be deemed to have been deposited at the office where the Authorized Account is maintained.

6. Check Security. Company acknowledges Company is responsible for establishing procedures associated with the safeguarding, retention and storage of Checks received from Clients. Company agrees that the information contained on Client Checks (name, address, phone, bank identification, bank account number, etc.) is sensitive and failure to maintain appropriate safeguards may subject the Company and their Clients to significant liability. Company accepts responsibility for the destruction of Client Checks after sixty (60) days from deposit.

7. Hardware and Software. As part of the User Manuals, Bank will provide Company with the specifications for any computer hardware and operating system software, which Bank has determined to be compatible with the RDC Services. Company shall be responsible for acquiring the required computer hardware and operating system software and installing and maintaining it in good working condition. Bank shall not be liable to Company for any malfunction, non-function, inaccuracy or other failure of the computer hardware or operating system software. In addition, Bank will provide Company with (1) remote capture software to obtain the RDC Services (the "Remote Capture Software") and (2) one (1) desktop scanner (the "Scanner"). Company will have a non-exclusive, non-transferable sublicense to use the Remote Capture Software, and by using the Remote Capture Software, Company agrees to comply with license terms included (including, without limitation, any shrink wrap or click wrap license agreement) with such Remote Capture Software. Upon termination of the sublicense, Company's rights to use the Remote Capture Software will terminate immediately without notice.

8. Account Reconciliation. Image items accepted and processed by Bank or credited to Company's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Authorized Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall waive all rights to assert such discrepancy against Bank.

9. Audits. Company hereby consents to Bank conducting audits at the Company's place of business. The audits will include, but not be limited to, a review of the Company's RDC procedures relating to the capture of Checks and transmission of Image Items.

10. Confidentiality. All User Manuals, data, software, processes and other information provided to Company in connection with the RDC Services and all fee and pricing information with respect to the RDC Services (the "Information") is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Company agrees to use the Information only in the manner specified by Bank and in the ordinary course of Company's business, to return it to Bank upon termination of the RDC Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Company is required to disclose the Information by law.

11. Cancellation or Amendment by Company. Company shall have no right to the cancellation or amendment of any Transmission after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation or amendment of a transmission prior to crediting Company's account, provided such request complies with the security procedures set forth in the Internet Banking Agreement for cancellation or amendment of Data. Bank shall have no liability if such cancellation or amendment is not effected.

12. Intermediaries. Bank may act on any Communication and provide the RDC Services using any payment system or intermediary organization it reasonably selects ("Association"). Bank may engage third parties to provide some or all of the RDC Services. Bank shall have no obligation to disclose arrangements with third parties to Company or obtain Company's consent thereto. Company authorizes the transfer of information relating to Company to agents of Bank or Company for use in connection with the RDC Services or as required by law.

13. Compliance. Bank's performance of the RDC Services is subject to the rules and regulations of any applicable Association ("Association Rules"). If there are any conflicts or inconsistencies between this Service Description and the Association Rules, the Association Rules shall govern, but only to the extent necessary to address the conflict or inconsistency. Company agrees to be bound by and shall comply with the Association Rules and all laws, rules and regulations in connection with the RDC Services.

14. Data Security Requirements. Company agrees at all times to comply with the applicable security requirements set forth in the User Manuals, as the same may be revised from time to time, as well as the data protection/security requirements imposed under federal, state and local laws, rules and regulations.

15. Payment. Company shall compensate Bank for the performance of the RDC Services in accordance with the price schedule established by Bank, which may be changed by Bank from time to time. Company will be provided with notice of any such charge in accordance with Bank's normal business practices. The price schedule for the RDC Services will be deemed accepted by Company upon provision of the RDC Services to Company. Company shall pay any access, transfer, transmission and other charges established by Bank in providing the RDC Services. Company shall also pay any sales, use or similar tax applicable to the RDC Services. If Bank is required to pay any such taxes; Company shall reimburse Bank upon demand. Company shall also pay all attorneys' fees and other costs and expenses Bank may incur in collecting any fees or other sums Company may owe to Bank in connection with the RDC Services. Bank may collect any of the foregoing amounts and any other amounts due by Company to Bank hereunder or in connection with the provision of the RDC Services to Company by debiting any of Company's accounts with Bank, billing Company, and/or setting off against any amounts Bank owes Company, without any obligation to give prior notice thereof to Company. Bank shall also have the right to credit or debit any accounts of Company with Bank to correct any processing irregularity in connection with the RDC Services.

16. Returns. Company understands and agrees that an Image Item or substitute check that is not paid by a payor financial institution, or is otherwise returned for any reason, will be returned to Company and Bank will charge the returned item to the Authorized Account, whether or not the return is timely and proper. Bank, at its option, may re-present the Image Item to the payor financial institution before returning it to Company. Items may be returned as image exchange items, rather than substitute checks. If a payor financial institution or other third party makes a claim against the Bank or seeks a recredit with respect to any Check processed, Bank may provisionally freeze or hold aside a like amount in the authorized Account pending investigation and resolution of the claim.

17. Recordings and Records. Either Company or Bank may produce telephonic or electronic recordings or computer records, including e-mail and facsimile transmissions, as evidence in any proceedings brought in connection with the RDC Services. Company agrees to Bank's telephonic or electronic recording for security and quality of service purposes.

18. Fiduciary Status. Nothing contained herein or in any User Manuals shall be deemed to create any fiduciary status on the part of Bank in connection with the provision of the RDC Services.

19. Liability. The disclaimer of warranty provision set forth in Article I, Section 4 above shall apply to the RDC Services. Further, Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of the RDC Services for Company, or as to the compatibility of Bank software, equipment or communication interfaces with those of Company. Bank will exercise ordinary care in providing the RDC Services and will be responsible for any loss sustained by Company only to the extent such loss is caused by Bank's willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the RDC Services which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Company or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond Bank control. Bank shall not be liable for failure to perform any of its obligations in connection with the RDC Services if such performance would result in it being in breach of any Association Rule, law, regulation or requirement of any governmental authority. If Bank fails to credit any of Company's accounts utilized in connection with the RDC Services in accordance with the Internet Banking Agreement applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability therefore, including any loss resulting from failure by Company to invest the amount of funds not properly credited to the account.

20. Indemnification. You will indemnify, defend, and save Bank and its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Section 20 of Article V, "Indemnitees") harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to Bank's own gross negligence or willful misconduct):

a. Any negligent or intentional act or omission by you in the performance of your obligations under this Article V, including, but not limited to:

i. Duplicate scanning of the same original paper Checks

ii. Transmission of duplicate Checks

iii. Calculation errors of deposit totals

iv. Numerical errors on deposit data entry, and

v. Fraudulent or unauthorized use of your hardware, username and/or passwords.

b. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Article V;

c. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Article V;

d. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check or an illegible Electronic Check;

e. Bank presenting to the paying bank a Check for payment;

f. Your failure to:

i. Securely maintain your hardware or the original paper check, or

ii. Properly and timely dispose of original paper checks in accordance with this Section 20 to Article V, in which event such Losses and Liabilities shall include without limitation consequential damages.

g. You will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) as follows:

i. To a drawer of a draft payable through Bank, Banks warrants that: (A) the electronic image accurately represents all of information on the front and back of the original check as of the time the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check ("Image Quality Warranty"), and (B) the drawer will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the drawer will be asked to make payment based on a check it has already paid ("No Double Debit Warranty").

ii. In the case of transfers for collection or payment, Bank also makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, and the paying bank. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.

h. To an owner of a check, Bank also makes the Image Quality Warranty and the No Double Debit Warranty. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.

i. By providing the Mobile Deposit Service to you, Bank is required to indemnify a depository bank that accepts the original check from which a Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

j. If Bank transfers or presents an "electronically created item" and receives settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from:

i. The electronic image or electronic information is not derived from a paper check;

ii. The person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or

iii. A person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid.

If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

This Section 20 of Article V shall survive the termination of the RDC Services.

21. Disclosure. Company acknowledges that Bank may have certain legal record keeping and reporting requirements with respect to the RDC Services and consents to Bank's disclosure to payment systems, intermediary organizations, and governmental authorities of information concerning Company and the RDC Services provided to Company which Bank believes to be appropriate or necessary to fulfill such contractual and legal requirements.

22. Binding Effect. The terms of this Article V for RDC Services, the User Manuals and the terms of the Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Article V, the User Manuals and the Agreement may be waived except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with this Article V, the User Manuals and the Agreement will be binding on Bank unless contained in a written modification of this Article V, the User Manuals and the Agreement signed by an authorized officer of Bank. Bank may from time to time amend any of the terms of this this Article V, the User Manuals and the Agreement. Company will be provided with notice of any such amendment in accordance with Bank's normal business practices. By continuing to use the RDC Services after notice of such amendment, Company shall be deemed to have agreed to such amendment and shall be bound by this Article V, the User Manuals and the Agreement as so amended. No delay on the part of Bank in exercising any right or power under this Article V, the User Manuals or the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Article V, the User Manuals or the Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Article V, the User Manuals and the Agreement are cumulative and not exclusive of any rights or remedies which Bank would otherwise have.

ARTICLE VI
Positive Pay Services Terms and Conditions

1. Statutory Definitions. Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in U.C.C. Article 3 and U.C.C. Article 4.

2. Definitions. For purposes of this Article VI, the following terms shall have the meanings set forth below:

a. "ACH Rules" means the operating rules of the National Automated Clearing House Association ("NACHA"), as amended from time to time.

b. "Authorized Account" means the account(s) of Company, maintained at Bank, to which the positive pay services rendered by Bank will apply.

c. “Available Funds” means funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC issued by the Board of Governors of the Federal Reserve System, as revised from time to time, and Bank’s applicable funds availability schedule and policies.

d. “Check” shall include any Substitute Check (as defined in the Check Clearing for the 21st Century Act) or other imaged copy of a check which is drawn by Company on an Authorized Account.

e. “Check Issue Report” means a record describing Checks drawn by Company on an Authorized Account, provided by Company to Bank under Section 3 below.

f. “Entry” has the meaning provided in the ACH Rules.

g. “Exception Check” means a Presented Check that does not match a Check included in a Check Issue Report.

h. “Exception Check Report” means a record describing Exception Checks which is provided by Bank to Company under Section 4 below.

i. “Exception Entry” means an ACH Entry that does not match an authorized ACH Entry posted by Company to the Authorized Account in accordance with Section 7 below.

j. “Exception Entry Report” means a record describing Exception Entries which is provided by Bank to Company under Section 8 below.

k. “Pay Request” means the instructions of Company to Bank ordering Bank to pay an Exception Check or Exception Entry.

l. “Presented Check” means a Check drawn on an Authorized Account and presented to Bank for payment through the check collection system.

m. “Return Request” means the instructions of Company to Bank ordering Bank not to pay an Exception Check or Exception Entry.

n. “U.C.C.” means the Uniform Commercial Code as in effect in the State of Texas

3. Check Issue Report. Company shall submit a Check Issue Report to Bank. The Check Issue Report shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue Report was submitted. Company shall send the Check Issue Report to Bank in the format and medium, by the deadline(s), at scheduled day(s), and at the place(s) specified by Bank from time to time.

4. Payment of Presented Checks and Reporting of Exception Checks. Bank shall compare each Presented Check by check number and amount against each Check Issue Report received by Bank. On each banking day, Bank: (a) may pay and charge to the Authorized Account each Presented Check that matches by check number and amount a Check shown in any Check Issue Report; (b) shall provide to Company an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, specifies the complete check number and amount of any such Exception Check; and (c) shall send the Exception Check Report in the format and medium, by the deadline(s), and to the place(s) specified by Bank from time to time.

5. Payment and Dishonor of Exception Checks. Bank will pay or return Exception Checks in accordance with the default option selected by Company for each Authorized Account.

a. Return Default. Where Company has selected the return default option to apply to an Authorized Account, Bank shall return to the depositary bank any Exception Check drawn on that Account, unless Company instructs Bank to pay such Check in a timely Pay Request. The Pay Request shall identify each Exception Check that Company desires to be paid by the check number and amount specified in the Exception Check Report and shall instruct Bank to pay such Exception Check. The Pay Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank from time to time. Bank shall finally pay and charge to the Authorized Account any Exception Check that Company directs Bank to pay as provided above.

b. Pay Default. Where Company has selected the pay default option to apply to an Authorized Account, Bank may finally pay and charge to the Authorized Account any Exception Check provided that Company has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Check that Company desires not to pay by the complete check number and amount specified in the Exception Check Report and shall instruct Bank to return the Exception Check. The Return Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Company. Bank shall return to the depositary bank any Exception Check that Company instructs Bank to return as provided above.

6. Bank Obligations. Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received. Bank is not responsible for detecting any Company error contained in any Check Issue Report or Pay Request or Return Request sent by Company to Bank.

7. Establishment of Filters. ACH Positive Pay Service assists Company in detecting fraud by electronically matching incoming ACH Entries to authorizations that Company can create and manage online. With respect to each Authorized Account, Company shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Authorized Account. Company shall be responsible for the accuracy and completeness of all information provided to Bank.

8. Payment of Entries and Reporting of Exception Entries. On each banking day, Bank: (a) may pay and charge to the Authorized Account each ACH Entry which matches a Company authorization provided in Section 7; (b) shall provide to Company an Exception Entry Report that indicates whether Bank has received any Entries which do not match a Company authorization and, if so, specifies the Originator and amount of any such Exception Entry; and (c) shall send the Exception Entry Report in the format and medium, by the deadline(s), and to the place(s) specified by Bank from time to time. Company agrees to monitor, review and make payment decisions on the Exception Entries prior to Bank's established deadline.

9. Payment and Return of Exception Entries. Bank will pay or return Exception Entries in accordance with the default option selected by Company for each Authorized Account.

a. Return Default. Where Company has selected the return default option to apply to an Authorized Account, Bank shall return to the Originator any Exception Entry, unless Company instructs Bank to pay such Entry in a timely Pay Request. The Pay Request shall identify each Exception Entry that Company desires to be paid and shall instruct Bank to pay such Exception Entry. The Pay Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank from time to time. Bank shall finally pay and charge to the Authorized Account any Exception Entry that Company directs Bank to pay as provided above.

b. Pay Default. Where Company has selected the pay default option to apply to an Authorized Account, Bank may finally pay and charge to the Authorized Account any Exception Entry provided that Company has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Entry that Company desires not to pay and shall instruct Bank to return the Exception Entry. The Return Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Company. Bank shall return to the depositary bank any Exception Entry that Company instructs Bank to return as provided above.

10. Bank Obligations. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment of any Exception Entry that is unauthorized; (ii) the return of any Exception Entry to the Originator in accordance with this section; or (iii) Company's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Company's obligation with regard to any Entry, and shall not obligate Bank to return any Entry if it is otherwise authorized. Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received. Bank is not responsible for detecting any Company error contained in any Pay Request or Return Request sent by Company to Bank.

11. Liability. In addition to the liability provisions set forth in Article I, Section 5, and to the extent applicable, with respect to Checks, the liability provisions of U.C.C. Articles 3 and 4, shall govern this Article VI, except as modified below.

12. Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (a) Company issued a Pay Request, or (b) Company selected the pay default option and did not issue a Return Request. In the event that there is wrongful honor, Bank shall be liable to Company for the lesser

of the amount of the wrongfully paid Exception Check or Company's actual damages resulting from Bank's payment of the Exception Check. Bank retains the right to assert Company's failure to exercise reasonable care under U.C.C. sections 3-406(a) and 4-406(c). Bank retains the right to assert the defense that Company has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Company.

13. Wrongful Dishonor. Except as provided in this section, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (a) that Bank has been ordered to pay pursuant to a Pay Request, or (b) for which Company has not issued a Return Request under the pay default option. Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4. Notwithstanding the foregoing, Bank shall have no liability to Company for wrongful dishonor when Bank, acting in good faith, returns an Exception Check: (i) that it reasonably believed was not properly payable; (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

14. Rightful Payment and Dishonor. Except as provided herein, if Bank honors an Exception Check in accordance with the pay default option selected by Company or in accordance with a Pay Request issued by Company, such honor shall be rightful, and Company waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401. Except as provided in Section herein, if Bank dishonors an Exception Check in accordance with the return default option selected by Company or in accordance with a Return Request issued by Company, the dishonor shall be rightful, and Company waives any right it may have to assert that the dishonor was wrongful under U.C.C. section 4-402. Company agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of the Agreement.

15. Faulty Information. Bank shall be liable for any losses, other than consequential damages, proximately caused by its honor of a Check that was not properly payable, or its dishonor of a Check that was properly payable, if the honor or dishonor occurred because Bank: (a) should have shown the check on an Exception Check Report but failed to do so; or (b) showed the check on an Exception Check Report but referenced the wrong check number, unless Bank provided Company with timely information that disclosed the error.

16. Reliance. Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Except as expressly provided herein, in no event shall Bank be liable for any indirect, special, or consequential damages, even if Bank is advised of the possibility of such damages.

17. Assignment. To the extent that Company suffers a loss under this Agreement, Bank assigns to Company any claim that Bank would have against a depositary or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. sections 4-207, 4-208, and 4-209 or under the ACH Rules.

ARTICLE VII
Security Procedures

1. General Security Procedures. Company agrees to abide by the security procedures set forth in this Agreement ("Security Procedures"). Both parties agree that the services described and provided by Bank will be subject to the terms and conditions set forth below:

a. General. Bank will receive instructions from Company for entries transferring directly to or from another financial institution by Bank of funds from or to Company's account(s) at Bank into the Automated Clearing House (or "ACH") system directly to or from another financial institution ("Entry" or "Entries"). Company agrees to originate Entries in accordance with the Security Procedures set forth in this Agreement.

b. Commercially Reasonable Procedures. Bank and Company expressly agree that the Security Procedures set forth in this Agreement are and shall be deemed commercially reasonable. You should have security procedures in place to mitigate the threat of Account Takeovers. Internet Banking Services are accessed through the Internet which is a public system over which we have no control. It is therefore your duty to ensure any computer, computer network, device, equipment or communication system (collectively "Equipment") which you or your delegates use to access the Internet Banking Services is free from and adequately protected against viruses and other destructive or disruptive components. In particular you shall ensure anti-virus, anti-spyware and firewall software ("Security Software") are installed in the Equipment which you or your delegates use to access the Internet Banking Services and that these Security Software are regularly updated with security patches and new version as issued or recommended from time to time by the suppliers of such Equipment. You should establish, implement, and periodically update security policies and procedures to ensure the confidentiality and integrity of Protected Information; protect against anticipated threats or hazards to the security of Protected Information; protect against unauthorized use of Protected Information.

If you select certain security procedures to use in connection with the Internet Banking Services and those security procedures provide less protection against unauthorized transactions or activity than the Security Procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.

c. Authenticated Instructions and Authorized Agents. Company does hereby certify to Bank that only duly Authorized Persons will initiate any requests for the transferring of funds to and from Company's account(s) at Bank. Authorized Persons will initiate transfer instructions to Bank either by phone, in person or electronically. Authorized Persons given security level for Entries, by Company, to and from Company's account(s), have been granted through security clearance pursuant to this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. Bank is authorized to honor orders for transfers made by Authorized Persons, or persons who represent electronically or otherwise that they are Authorized Persons, without further inquiry or regard to the authority of said persons and is hereby absolved of all liability for transfers made in compliance with these procedures.

d. Confirmation. Confirmation of electronic file and/or fund transfer entries, if deemed by Bank (and/or Company if electronic file and/or fund transfer entries exceed the dollar amounts as set forth in any exhibits) to be necessary, may be made pursuant to the authorization information set forth in the exhibits maintained at Bank.

e. Notices, Instructions, etc. Company understands that Bank may decline to accept telephone instructions in any instance it deems such acceptance would be in violation of its security procedures or in violation of this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice of instruction received from Company or any other person, or to provide any notice to Company or any other person with respect to any matter. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Person. The names and signatures of Authorized Persons shall be designated in the appropriate authorization form, and Company agrees to promptly notify Bank of any additions of deletions to the list of Authorized Person(s). Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier.

f. Transfer in Excess of Account Balance. Bank shall not be obligated to honor any fund transfer Entries if the amount to be transferred exceeds the Available Collected Funds. "Available Collected Funds" shall mean Collected Funds on deposit in the Authorized Account(s), as that term is defined in Section 4.h below, which are available for withdrawal by Company, pursuant to the Bank's policy and the provisions of Regulation CC (12 C.F.R. Part 229) in effect from time to time. "Collected Funds" shall mean any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit until collection from the bank the item has been drawn on has been received by Bank of deposit. Bank shall have no liability to Company should the amount to be transferred exceed the Available Collected Funds.

g. Payment. Upon receipt of instruction for electronic file and/or fund transfer Entries, Bank will charge the relevant accounts pursuant to Company's instruction and this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto. The resulting charge to Company's account and payment of funds at Company's request shall be equivalent to payment by Bank of a properly drawn demand instrument duly signed by Company and payable to the receiver (transferee) of said funds. Bank will only be liable for damages resulting from its gross negligence.

h. Applicability to Company's Accounts. This Agreement applies to all of Company's presently existing accounts and all accounts opened in the future ("Authorized Account(s)"). Additions or deletions of accounts will be accomplished by written agreement of Company and Bank in accordance with the terms set forth in this Agreement and any attachments, exhibits, schedules and/or amendments hereinafter attached hereto.

i. Term and Termination. These Security Procedures supersede any instructions or contracts previously issued and shall continue in force until express written notice of its rescission or modification has been received by Bank from Company or Company has received such written notice from Bank.

2. ACH Services Security Procedures. Company acknowledges that the purpose of such Security Procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedures have been agreed upon between Bank and Company for the detection of any such error.

a. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, provided Bank acted in compliance with the Security Procedures. If signature comparison is to be used as a part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Agent of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Agent.

b. If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

c. Additional Security Procedures are set forth in the Security Procedures Addendum attached hereto and incorporated by reference.

3. **For the avoidance of doubt, it is understood and acknowledged by Company that if you select certain security procedures to use in connection with the Business Premium services and those security procedures provide less protection against unauthorized transactions or activity than the Security Procedures offered by Bank, you are deeming those security procedures selected by you to be commercially reasonable, and, as such, you will indemnify Bank against any losses arising out of such election.**

The parties have caused this Agreement and any addendum, exhibit, attachment, schedule, and/or any amendment hereinafter attached hereto or designated a part of to be executed and warrant that their respective signatory, whose signature(s) appears below, has been and is on the date of this Agreement duly authorized by all necessary action in accordance with its governing instruments to execute this Agreement. This Internet Banking Agreement is entered into this 4th day of April 2022 by and between PINNACLE BANK and CITY OF VENUS , (the "Company").

Agreed to and Accepted by:	Agreed to and Accepted by:	Agreed to and Accepted by:
______________________	______________________	______________________
Authorized Bank Signature	Authorized Company Signature	Authorized Company Signature

Name:	SARAH RICHARDSON	Name:	JAMES BURGESS	TONYA ROBERTS
Title:	CASH MANAGEMENT OFFICER	Title:	AUTHORIZED SIGNER	AUTHORIZED SIGNER
Bank Name:	PINNACLE BANK	Company Name:	CITY OF VENUS	CITY OF VENUS
Address:	1521 N. Cooper, Suite 100	Address:	700 W HWY 67	700 W HWY 67
City, State, Zip	Arlington, TX 76011	City, State, Zip	VENUS TX 75084	VENUS TX 75084
Phone:	817-732-1209	Phone:	817-648-0444	469-853-3026