

JAMES BURGESS

Mayor

JEANNIE PRAZAK

Councilmember Place 1

LINDA HARRIS

Councilmember Place 2



JEANIE SCOTT

Mayor Pro Tem

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 S. Walnut Street

Venus, Texas 76084

Monday, March 8, 2021 7:00 p.m.

Regular Agenda

In conjunction with the guidance and provisions provided by the Governor of Texas in the Declaration of Disaster and subsequent executive orders altering certain Texas Open Meetings Act requirement and ordering that government buildings shall allow a percentage of people to assemble, the City Council of the City of Venus will allow the public to attend the meeting scheduled at 7:00 p.m. at the Venus Civic Center or view by livestreaming on <https://www.facebook.com/CityofVenusTX/> in order to advance the public health goal of limiting face-to-face interaction (also called “social distancing) to slow the spread of the Coronavirus (COVID-19). **Although citizens will be allowed to attend the meeting in person, keeping social distancing in mind and wearing a facial mask is required.**

A recording of this meeting will be made, and will be available to the public in accordance with the Texas Open Meetings Act upon written request.

Page

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

2. Announcements from Mayor:

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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 from February 8, 2021 and February 22, 2021. 7 - 116

[City Council - February 8, 2021 - Minutes - Pdf](#) 

[City Council Special Called 2-22-21 - Minutes - Pdf](#) 

- 4.2. Ratifying the payment of bills for the months of January and February, 2021 117 - 138

[February 2021 Accounts Payable Check Report.pdf](#)  [January 2021](#)

[Accounts Payable Check Report.pdf](#) 

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

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Ron Hearn: Monthly Statistics and Report; 139

[Master Monthly Report - February 2021.pdf](#) 

- 5.2. Police Department -James Groom: Police Department Monthly Report, Update on Department Staffing, Update on City Website, Update on MyGov, Traffic Study for February 140 - 141

[VPD February 2021 Monthly Report.pdf](#) 

[Traffic Survey 02-05 to 02-12-2021.pdf](#) 

- 5.3. Public Works - Joel Daughtry: Update on issues with winter weather during February freeze

- 5.4. City Administration- Andy Wolfe: February Winter Storm Meeting Report

- 5.5. Planning & Development -Robyn Flagg: No Report

- 5.6. Finances - Cheryl Estes: Update on FY 20-21 audit; Update on 2018 Bond Fund Budget Revision; Update on Depository

Applications; Update on Free Online Bill Pay; Update on Human Resource activity; Update on Other Ongoing IT Projects (Auto Drafts, E-Billing, Third-Party Bill Interface, Customer Notifications, Mobile Service Orders, Purchase Order System, Paperless Environment)

6. Public Hearing and Consideration Items

- 6.1. Public Hearing: To consider testimony regarding a proposed amendment to the Zoning Ordinance and Map to rezone an approximate 24.47 acre tract of land, generally located at the Southwest corner of FM 1807 and CR 213, from its current Agricultural zoning classification to Single Family Small Lot.
- Staff Summary:** Mr. Bankston has submitted a request to rezone his property that was recently annexed into the City of Venus city limits from Agricultural to R1-S. Mr. Bankston has submitted a concept plan and is working with city staff on the design and infrastructure for his development of approximately 110 homes on the southwest corner of the intersection of FM 1807 and CR 213. Planning and Zoning Board recommends approval with a 4-0 vote.

Open Public Hearing.

Close Public Hearing.

- 6.2. Discuss and consider Ordinance No. 721-2021-03 amending the Zoning Ordinance and Official Zoning Map, to rezone an approximate 24.47 acre tract of land, generally located at the Southwest corner of FM 1807 CR 213, from its current Agricultural zoning classification to Single Family Small Lot. 142 - 147

[Bankston Concept.pdf](#) 

[721-2021-03 ORD Bankston v2.docx](#) 

I make a motion to approve Ordinance No. 721-2021-03.

- 6.3. Discussion, consideration, and action as may be appropriate regarding the destruction of City of Venus election ballots dated May 2, 2020. 148 - 152

[Notice of destruction of ballots.pdf](#)  [Record of ballot destruction.pdf](#) 

I make a motion to authorize the destruction of City of Venus election ballots dated May 2, 2020.

- 6.4. Discussion, consideration, and action as may be appropriate approving the City of Venus Records Management Policy. 153 - 157

[CITY OF VENUS records management policy.docx](#) 

I make a motion to approve the City of Venus Records Management Policy.

- 6.5. Discuss and consider approval to authorize the Mayor to sign a Pre-Annexation Agreement with Bloomfield Homes for Starlight 158 - 193

[\(BLOOMFIELD\) STARLIGHT MEADOWS -- Pre-Annexation](#)

[Development Agreement ALL EXHIBITS.pdf](#) 

Staff Summary: Staff recommends entering into an agreement with Bloomfield Homes to construct Starlight Meadows

I make a motion to authorize the Mayor to sign a Pre-Annexation Agreement with Bloomfield Homes for Starlight.

- 6.6. Discuss and consider adoption of a Resolution No. 43-2021-03 of the City Council of the City of Venus, Texas, accepting a petition for revision of the boundaries of Brahman Ranch Public Improvement District No. 1, increasing the estimated cost of the authorized improvements and calling for a public hearing. 194 - 217

[43-2021-03.docx](#) 

[01 - Petition to Amend PID.pdf](#) 

I make a motion to approve Resolution No. 43-2021-03.

- 6.7. Discuss and consider adoption of a Resolution No. 44-2021-03 of the City of Venus, Texas approving a Brahman Ranch Public Improvement District No. 1 Preliminary Service and Assessment Plan; directing the filing of the proposed Assessment Rolls with the City Secretary; calling and noticing a public hearing to consider assessments to be levied on property located within the Brahman Ranch Public Improvement District No. 1; directing city staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. 218 - 272

[44-2021-03.doc](#) 

[Brahman Ranch PID 1 Preliminary SAP \(Phase 1 and 2\) \(Clean\)](#)

[03.04.21v4.pdf](#) 

I make a motion to approve Resolution No. 44-2021-03.

- 6.8. Discuss and consider approving a Resolution to award a contract for bank depository services for the City of Venus' banking needs.

273

[Staff Report - Depository Applications.docx](#) 

I make a motion to table item 6.8 to March 29, 2021.

- 6.9. Discuss and give direction to staff regarding changes to the personnel policy including Section 2.09 - Nepotism, Section 6.01- Attendance, and Section 2.19 - Job Performance

274 - 374

[Employee Policy and Procedure Handbook \(1\)82017.pdf](#) 

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 (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

EXECUTIVE SESSION:

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

- 7.1. Texas Government Code 551.071(2)-Professional Service Agreement between the City of Venus and JMJ Residential, LLC; Johnston & Associates, LLP; and Frank Carvalho.

Reconvene into Open Session

Action as a result of above listed Executive Session

8. **Adjournment**

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

Callie Green,
City Secretary

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



City Council Minutes

Monday, February 8, 2021 at 7:00 PM

Venus Council Chambers

Page

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

Mayor Burgess called the meeting to order at 7:00 p.m. Dr. Mark McDonald gave the invocation. Mayor Burgess lead the pledge of allegiance.

Councilmembers present: James Burgess, Jeannie Prazak, Jeanie Scott, Geronimo Hernandez.

Councilmembers absent: Linda Harris and Phyllis Lewis

Staff present: Andy Wolfe, Cheryl Estes, Callie Green, James Groom, Timothy Dunn.

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.

Mayor Burgess spoke regarding the upcoming 2021 election and recommended for anyone wanting to run for a place on the City Council ballot to not wait until the deadline of Friday, February 12, 2021 at 5:00 p.m. to file. Mayor also stated that the City Council is non-compensated and volunteer.

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.

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.

- 4.1. Approval of meeting minutes for City Council regular meeting on January 11, 2021. 7 - 12

[01-11-2021.docx](#) 

I make a motion to approve the consent agenda.

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

For: unanimous. Motion carried 3-0-0.

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Ron Hearn: [Master Monthly Report - January 2021.pdf](#)  13

- 5.2. Police Department - Chief James Groom 14 - 16
Police Department Update on Staffing, Presentation of Department Monthly Report, Traffic Study Presentation, and Presentation of 2021 Racial Profiling Report
[VPD January 2021 Monthly Report.pdf](#) 

[Traffic Study - Feb 2021 - 800 US HWY 67 Traffic Data.pdf](#) 

- 5.3. Public Works - Andy Wolfe: Patch on 2nd St., Daily Maintenance of Parks and Open Space, Dog Kennels, Railing at City Hall 17

[Patch.jpg](#) 

- 5.4. City Administration- Andy Wolfe: Staffing Update

- 5.5. Planning & Development - Andy Wolfe: Update on Palladium, Venus Fuel Stop, Brahman Ranch, Patriot Estates 8/9, and Blue Stem Hills 18 - 20

[Palladium 2.jpg](#) 

[Venus Fuel Stop 2.jpg](#) 

[Brahman Ranch.jpg](#) 

- 5.6. Finances - Cheryl Estes: No report.
Presentation and discussion only on above listed staff reports.

6. Public Hearing and Consideration Items

- 6.1. Discussion, consideration, and action as may be appropriate regarding Resolution No. 40-2021-02 calling for a general election on May 1, 2021, for the purpose of election two (2) Council members and the Mayor to the Venus City Council; designating the location of polling place; providing early voting information; and ordering notices of election to be given as prescribed by law in connection with such election. 21 - 30

[40-2021-02 Resolution Calling May 2021 Election v4.doc](#) 

[exhibits.pdf](#) 

[Order of Venus election - Complete.pdf](#) 

[NOTICE OF GENERAL ELECTION.docx](#) 

I make a motion to approve Resolution No. 40-2021-02.

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

For. Unanimous. Motion carried 3-0-0.

- 6.2. Discussion, consideration, and action as may be appropriate authorizing the Mayor to execute a joint contract with Ellis County for election services for the May 1, 2021 election. 31 - 48

[Ellis Co. 2021-05-01 Joint Contract with Exhibits as of 01-04-2021.pdf](#)



I make a motion to authorize the Mayor to execute a joint contract with Ellis County for election services for the May 1, 2021 election.

Moved By: Jeannie Prazak

Seconded By: Jeanie Scott

For: Unanimous. Motion Carried 3-0-0.

- 6.3. Discussion, consideration, and action as may be appropriate authorizing the Mayor to execute a joint contract with Johnson County for election services for the May 1, 2021 election. 49 - 57

[Johnson Co. EX 2021 EV ED-Exhibit A B- Polling Lo-City of Venus.pdf](#)

[Johnson Co. Exhibit C-City of Venus.pdf](#) [Johnson Co..pdf](#)

I make a motion to authorize the Mayor to execute a joint contract with Johnson County for election services for the May 1, 2021 election.

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

For: Unanimous. Motion Carried 3-0-0.

- 6.4. Discuss and Consider Resolution No. 41-2021-02 to set Public Hearing date of April 12, 2021 to consider the adoption of water and wastewater impact fees. 58 - 59

[Reso Setting Public Hearing on Impact Fees v3.pdf](#)

I make a motion to approve Resolution No. 41-2021-02

Moved By: Geronimo Hernandez

Seconded By: Jeannie Prazak

For: Unanimous. Motion carried 3-0-0

- 6.5. Discuss and consider approval of a Development Agreement with Bloomfield Homes L.P. (Developer) and Keith F. Anthony (Property Owner) subject to final approval from City Attorney. 60 - 70

[Starlight Meadows Presentation 02.02.2021.pdf](#)

Staff Recommends tabling this item to the March 8th, 2021 Council Meeting - Last minute changes have been submitted by the developer. Neither staff nor our City Attorney has had a sufficient amount of time to review the changes.

I make a motion to table item 6.5 until the March 8th, 2021 Council Meeting

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

For: Unanimous. Motion carried 3-0-0.

- 6.6. Discussion, consideration, and action as may be appropriate regarding Resolution No. 42-2021-02 to authorize grant submission for Rifle Resistant Vest grant through the Texas Office of the Governor and to designate City Administrator Andy Wolfe as the grantee's authorized official. 71 - 75
- [Staff Report - Rifle Resistant vests.pdf](#) 
- [VPD 13.2 Rifle Resistant Body Armor.pdf](#) 
- [Rifle Resistant Body Armor Resolution 03-2018-02 \(1\).pdf](#) 
- I make a motion to approve Resolution No. 42-2021-02 as presented.
- Moved By: Geronimo Hernandez
- Seconded By: Jeannie Prazak
- For: Unanimous. Motion carried 3-0-0.
- 6.7. Discussion, consideration, and action as may be appropriate regarding approval of the purchase of Mygov web-based software subscription and authorize the Mayor to sign necessary documents related to this purchase. 76 - 105
- [Staff Report - Mygov.pdf](#) 
- [Mygov Powerpoint Presentation.pdf](#) 
- [MyGov+Module+Descriptions.pdf](#) 
- [TX-Venus-MyGov+Proposal-20210203.pdf](#) 
- I make a motion to authorize the purchase of Mygov web-based software subscription and authorize the Mayor to sign necessary documents related to this purchase.
- Moved By: Geronimo Hernandez
- Seconded By: Jeanie Scott
- For: Unanimous. Motion carried 3-0-0.
- 6.8. Discuss and provide direction to City staff regarding eligible capital improvement projects to be funded with remaining 2018 bond proceeds. 106 - 108
- [Agenda Item Report - 2018 CO Bond Projects.pdf](#) 

Discussion and direction to staff regarding future projects with remaining 2018 bond proceeds.

7. Adjournment

Mayor Burgess adjourned at 9:57 p.m.

Mayor

City Secretary



City Council Minutes
Monday, January 11, 2021 at 7:00 PM
Venus Civic Center

Page

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

Mayor Burgess called the meeting to order at 7:12 P.M., gave the invocation and lead the Pledge of Allegiance.

Councilmembers present: James Burgess, Linda Harris, Jeanie Scott, Geronimo Hernandez and Phyllis Lewis.

Councilmember absent: Jeannie Prazak

Staff Present: Andy Wolfe, Cheryl Estes, James Groom, Timothy Dunn.

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.

Mayor Burgess Addressed that it is time again for City of Venus elections. Place 1, place 2 and Mayor seats are up and filing for place on ballot begins January 13th to February 12th. This is a volunteer position with no pay and you have to run for election and anyone interested must sign up between those dates.

3. Citizen Public Comment Period:

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No public speakers.

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 December 14, 2020. # - #

[12-14-2020.docx](#) 

- 4.2. Ratifying the payment of bills for the month of Jan 11 2021 # - #

[AP Council Report - December 2020 Checks.pdf](#) 

[AP Council Report - December 2020 Checks](#) 

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

Moved By: Linda Harris

Seconded By: Jeanie Scott

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

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Ron Hearn: [Master Monthly Report - December 2020.pdf](#)  # - #

Month of December report - Report of monthly response statistics.

- 5.2. Public Works - Andy Wolfe: [Staff Report 1 6 21 - Copy - Copy.docx](#)  # - #

Month of December report - Report of work and repairs completed.

- 5.3. Police Department Monthly Report - [VPD December 2020 Monthly Report \(1\).pdf](#)  # - #

Police Department Update on Staffing and Report of monthly statistics - Chief of Police James Groom

- 5.4. City Administration- Andy Wolfe: Update on the City Planner Position

- 5.5. Planning & Development - Andy Wolfe: Update on Venus Fuel Stop and Palladium # - #

[Venus Fuel Stop.jpg](#) 

- 5.6. Finances - Cheryl Estes: Budget & Actual Reports - Three Months Ended December 31, 2020 # - #

[Budget & Actual - Three Months Ended December 31, 2020.pdf](#) 

[Sales Tax History.pdf](#) 

[Budget & Actual - Three Months Ended December 31, 2020](#) 

[Sales Tax History](#) 

Presentation and discussion only on above listed staff reports.

6. Public Hearing and Consideration Items

- 6.1. Conduct public hearing to consider proposed assessments to be levied against the assessable property within the Brahman Ranch Public Improvement District No. 1 (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code. # - #

[Legal Notice Public Hearing for City of Venus Brahman Ranch.docx](#)



Staff summary - Hilltop Securities

Jim Sabonis presented to Council.

Rudy Segura presented to Council.

Open Public Hearing

Mayor Burgess opened the Public Hearing at 7:45 P.M.

Ross Martin-2728 N. Hardwood- spoke regarding that the land owner is in favor of the levy and assessments.

Close Public Hearing

Mayor Burgess closed the Public Hearing at 7:47 P.M.

- 6.2. Discuss and consider adoption of an Ordinance of the City Council of the City of Venus, Texas regarding # - #

Brahman Ranch Public Improvement District No. 1;
approving a Service and Assessment Plan and
Assessment Roll for the District; levying assessments
against property within Phase 1 and 2 of the District to
pay the costs of improvements; providing for payment
and prepayment of assessments; fixing a charge and
lien against property within the District and the owners
thereof; providing for the manner and method of
collecting assessments; providing penalties for
delinquent assessments; making findings of special
benefit to the property within Phase 1 and 2 of the
District and the owners thereof; providing for savings,
repealing and severability clauses; providing an
effective date; and providing for recordation.

[04 - Ordinance Levying Assessments v3.doc](#) 

I make a motion to approve Ordinance No. 719-2021-01 as
presented.

-

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

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

- 6.3. Discuss, consider and act upon the Quarterly Investment
Report for Quarter Ended December 31, 2020.

-

[Agenda Item Report - 2021-Q1 Investment Report.docx](#)  [Quarterly
Investment Report-Q1 FY20-21.pdf](#) 

I make a motion to approve the Quarterly Investment Report
for quarter ended December 31, 2020.

-

Moved By: Phyllis Lewis

Seconded By: Linda Harris

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

- 6.4. Discuss, consider and act upon Resolution No. 39-2021-01
authorizing signatures for all banks and financial institutions.

-

[Agenda Item Report - Bank Signatories.docx](#)  [Resolution No. 39-
2021-01.docx](#) 

I make a motion to approve Resolution No. 39-2021-01.

-

Moved By: Linda Harris

Seconded By: Geronimo Hernandez

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

- 6.5. Discuss and Consider authorizing the Mayor to sign a Professional Services Reimbursement Agreement with Wall010, LLC and JMJ Residential, LLC for the Berkowitz Planned Development tract, generally located north of County Road 506 and west of Farm to Market Road 157. # - #

[Venus Berkowitz PSA final final.pdf](#) 

I make a motion to authorize the Mayor to sign a Professional Services Reimbursement Agreement with Wall010, LLC and JMJ Residential, LLC for the Berkowitz Planned Development tract. # - #

Moved By: Linda Harris

Seconded By: Jeanie Scott

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

- 6.6 Discuss and Consider authorizing the Mayor to sign a Professional Services Reimbursement Agreement with LDG001, LLC and JMJ Residential, LLC for the Griffin Planned Development tract, generally located north of County Road 110 and east of County Road 213. # - #

[Venus Griffin PSA final final.pdf](#) 

I make a motion to authorize the Mayor to sign a Professional Services Reimbursement Agreement with LDG001, LLC and JMJ Residential, LLC for the Griffin Planned Development tract. # - #

Moved By: Linda Harris

Seconded By: Phyllis Lewis

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

- 6.7 Discuss and Consider authorizing the Mayor to sign a Professional Services Reimbursement Agreement with Wall 009, LLC, DJD Land Partners, LLC, and JMJ Residential, LLC for the Northstar Planned Development tract, generally # - #

located west of Farm to Market Road 157 and being on the north and south side of County Road 501.

[Venus Northstar PSA final final.pdf](#) 

I make a motion to authorize the Mayor to sign a Professional Services Reimbursement Agreement with Wall 009, LLC, DJD Land Partners, LLC, and JMJ Residential, LLC for the Northstar Planned Development tract.

-

Moved By: Linda Harris

Seconded By: Phyllis Lewis

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

- 6.8. Discuss and Consider authorizing the Mayor to sign a Professional Services Reimbursement Agreement with Johnston & Associates, LLP, Frank Carvalho, and JMJ Residential, LLC for the Johnston Planned Development tract, being a 59.00 acre tract out of the William Hill Survey, Abstract No. 379 located east of County Road 214.

-

[Venus PSA Johnston final final v2.pdf](#) 

I make a motion to authorize the Mayor to sign a Professional Services Reimbursement Agreement with Johnston & Associates, LLP, Frank Carvalho, and JMJ Residential, LLC for the Johnston Planned Development tract.

-

Moved By: Linda Harris

Seconded By: Jeanie Scott

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

7. **Adjournment**

Mayor Burgess adjourned at 8:12 P.M.

Mayor

City Secretary

Venus Volunteer Fire Department

Incident Statistics

January 2021

Start Date: 01/01/2021

End Date: 01/31/2021



INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	77
FIRE	35
TOTAL	112

MUTUAL AID	
AID TYPE	TOTAL
AID GIVEN	3
AID RECEIVED	3

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)	
EMS	FIRE
0:11:01	0:09:50
AVERAGE FOR ALL CALLS	0:10:53

LIGHTS AND SIRENS - AVERAGE TURNOUT TIME (Dispatch to Enroute)	
EMS	FIRE
0:05:08	0:04:27
AVERAGE FOR ALL CALLS	0:10:53

AVERAGE TIME ON SCENE (MM:SS)	
13:17	

MISSED CALLS			
ZONE	MISSED	MONDAY - FRIDAY (0700 TO 1900HRS)*	OUTSIDE MONDAY - FRIDAY
7200-CITY LIMITS	15	15	0
7201	14	12	2
7202	0	0	0
7203	0	0	0
7204	13	10	3
TOTAL	42	37	5

*Johnson County ESD has full time crews that run calls during those times and are an ALS apparatus



VENUS POLICE DEPARTMENT
MONTHLY REPORT
January 2021

Crime Stats

	01-2021	% + or -	12-2020	11-2020	3 MONTH AVERAGE
CAD EVENTS	1370	-1.4%	1390	1354	1371
REPORTS TAKEN	20	-9.1%	22	29	24
ARRESTS	5	66.7%	3	7	5
ACCIDENTS WORKED	6	-40.0%	10	12	9
TRAFFIC ASSIGNMENTS	18	-47.1%	34	42	31
TRAFFIC STOPS	173	6.1%	163	146	161
CITATIONS ISSUED	30	25.0%	24	53	36
WARNINGS ISSUED	42	-17.6%	51	53	49
CODE CITATIONS ISSUED	1	-66.7%	3	1	2
CODE WARNINGS ISSUED	10	66.7%	6	5	7

Significant Police Responses

Date	Call Type	Status	Notes
01/15/2021	Public Intox/Resist Arrest	Arrest	Case to be filed with County Attorney
01/18/2021	Violation Protective Order	Arrest	Case to be filed with County Attorney
01/16/2021	DWII/ Open Container	Arrest	Case to be filed with County Attorney
01/20/2021	Violation Protective Order	Arrest	Case to be filed with District Attorney
01/28/2021	Felon Poss of Firearm	Arrest	Case to be filed with District Attorney
01/29/2021	Poss Control Substance/UCW	Arrest	Case to be filed with District Attorney
01/30/2021	DWII/ Open Container	Arrest	Case to be filed with County Attorney

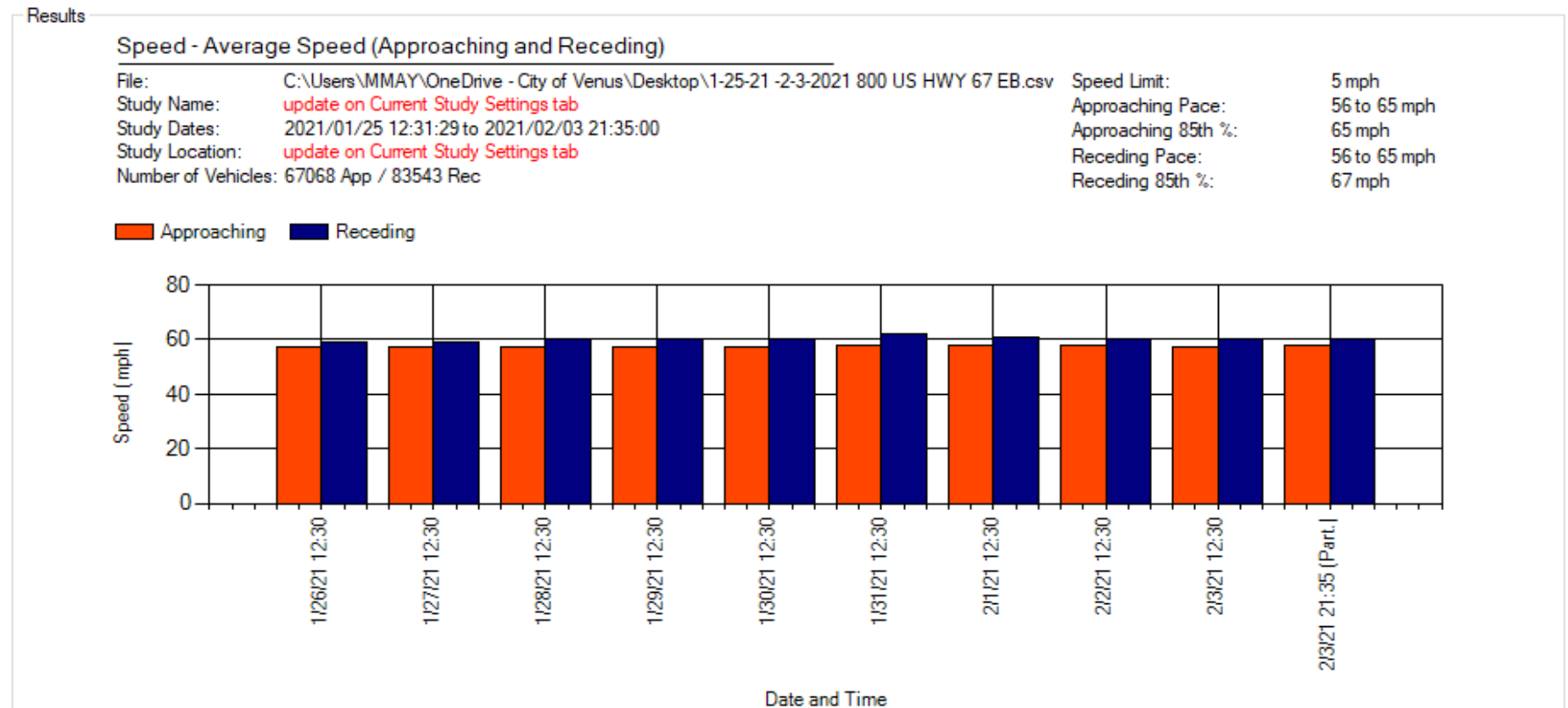
Study Dates:
01/25/2021 to 02/03/2021

800 US HWY 67, Venus, Texas

Approaching Traffic is Westbound

Receding Traffic is Eastbound

Average Speed



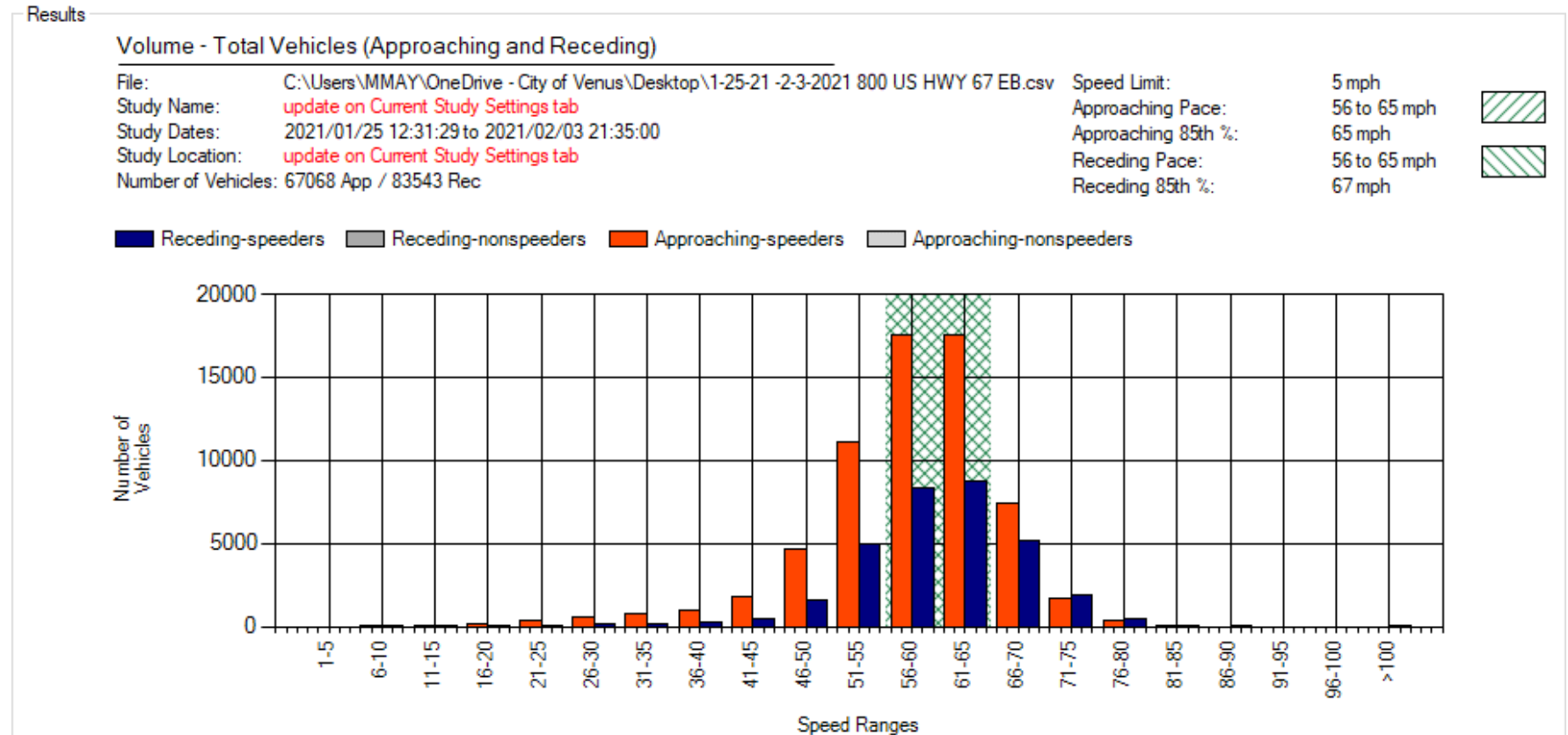
Study Dates:
01/25/2021 to 02/03/2021

800 US HWY 67, Venus, Texas

Approaching Traffic is Westbound

Receding Traffic is Eastbound

Volume of Vehicles











**CITY OF VENUS, TEXAS
RESOLUTION NO. 40-2021-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VEUNS, JOHNSON AND ELLIS COUNTIES, TEXAS, CALLING FOR A GENERAL ELECTION ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING TWO (2) COUNCIL MEMBERS AND THE MAYOR TO THE VENUS CITY COUNCIL; DESIGNATING THE LOCATION OF THE POLLING PLACE; PROVIDING EARLY VOTING INFORMATION; AND ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION

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

SECTION 1: In accordance with the general laws and Constitution of the State of Texas, a General Election is hereby called and ordered for Saturday, May 1, 2021. All resident, qualified voters of the City of Venus shall be permitted to vote, in said election for the purpose of electing a Mayor, Venus City Council Place #1 and Venus City Council Place #2, each for a term of two (2) years.

SECTION 2: The Election day polling place where qualified voters shall cast ballots at such locations in the City of Venus, 2021 General Municipal Election for Johnson County voters will be the Venus Community Center located at 210 South Walnut Street, Venus, Texas 76084; and for Ellis County voters will be Midlothian Conference Center, #1 Community Circle, Midlothian, Texas 76065 as well as other locations listed in Exhibit B. Voting will be from 7:00 a.m. to 7:00 p.m. on the date of the election.

SECTION 3: Early voting by personal appearance (Tex. Elec. Code section 85.001) shall be available for Johnson County Voters at the Venus Community Center, 210 Walnut Street, Venus, Texas 76084 beginning April 19, 2021, through April 23, 2021, between the hours of 8:00 a.m. and 5:00 p.m.; and beginning April 26, 2021, through April 27, 2021, between the hours of 7:00 a.m. and 7:00 p.m. Early voting by personal appearance shall be available for Ellis County Voters at Midlothian Conference Center, 1 Community Circle Drive, Midlothian, Texas 76065, or at any other location listed in Exhibit A, beginning April 19, 2021, through April 23, 2021, between the hours of 8:00 a.m. and 5:00 p.m.; on April 24, 2021, between the hours of 8:00 a.m. and 4:00 p.m.; and beginning April 26, 2021, through April 27, 2021, between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 4: Applications for ballot by mail shall be requested from and mailed for Johnson County voters to Elections Administrator Patty Bourgeois, PO Box 895, Cleburne, Texas 76033; and for Ellis County voters to Ellis County Elections, Early Voting Clerk, 204 E.

Jefferson St., Waxahachie, Texas 75165. Applications for ballot by mail must be received no later than close of business on April 20, 2021.

SECTION 5: Early voting ballot requests by mail for Johnson County voters shall be requested and mailed to Elections Administrator Patty Bourgeois, PO Box 895, Cleburne, Texas 76033; and for Ellis County voters to Ellis County Elections, Early Voting Clerk, 204 E. Jefferson St., Waxahachie, Texas 75165.

SECTION 6: Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election. Returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for each voting for said election.

SECTION 7: The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. The City Secretary is hereby authorized and directed to furnish all necessary election supplies. The election, including providing notice of the election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

SECTION 8: The City Secretary is directed to prepare and provide a notice of election reflecting the matters adopted in this Resolution to Johnson County and Ellis County for posting on each respective County's website at least sixty (60) days prior to the date of election pursuant to Texas Election Code Section 4.008.

SECTION 9: CUMULATIVE CLAUSE. This Resolution shall be cumulative of all provisions of Resolutions of the City of Venus, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

SECTION 10: SEVERABILITY CLAUSE. It is hereby declared to be the intent of the City Council of the City of Venus that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution 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 phrases, clauses, sentences, paragraphs, or sections of this Resolution, since

the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 11: EFFECTIVE DATE. This Resolution shall become effective from and after its date of passage and publication in accordance with law.

AND IT IS SO RESOLVED, PASSED AND APPROVED by the City Council of the City of Venus, Texas this 8th day of February 2021.

**JAMES BURGESS
MAYOR**

ATTEST:

**CALLIE GREEN
CITY SECRETARY**

APPROVED AS TO FORM:

**TIMOTHY A. DUNN
CITY ATTORNEY**

Ellis County, Texas Condado de Ellis, Texas
Joint General and Special Elections Elecciones General y Especial Conjunta
May 1, 2021 01 de mayo de 2021
Early Voting Vote Centers Centros de votación adelantada

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2021. A voter may vote at any of the Early Voting Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de votación anticipada que se enumeran a continuación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los lugares de votación anticipada para las Elecciones General y Especial Conjunta.

Early Voting Location Dates and Times:

Ubicación, fechas, y horarios de la votación anticipada:

- | | |
|--|--|
| 1. Elections Office (Main Location) 204 E. Jefferson Street | Waxahachie, TX 75165 |
| 2. Midlothian Conference Ctr (Foyer) 1 Community Circle Dr. | Midlothian, TX 76065 |
| 3. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way | Palmer, TX 75152 |
| 4. Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail | Ennis, TX 75119 |
| 5. Red Oak Municipal Center (Pitts Rm) 200 Lakeview Pkwy | Red Oak, TX 75154 |
| 6. *Waxahachie ISD Admin Bldg (BoardRm) 411 N. Gibson Wax., TX 75165 (WISD) | |
| 7. *Mt Gilead Baptist Church (Fellowship Hall) 106 Harris St. | Italy, TX 76651 (Italy/Milford) |

Monday, April 19, 2021 <i>lunes, 19 de abril de 2021</i>	through <i>hasta</i>	Friday, April 23, 2021 <i>viernes, 23 de abril de 2021</i>	8:00 AM - 5:00 PM <i>8:00 AM - 5:00 PM</i>
Saturday, April 24, 2021 <i>sábado, 24 de abril de 2021</i>			8:00 AM - 4:00 PM <i>8:00 AM - 4:00 PM</i>
Monday, April 26, 2021 <i>lunes, 26 de abril de 2021</i>	and <i>y</i>	Tuesday, April 27, 2021 <i>martes, 27 de abril de 2021</i>	7:00 AM - 7:00 PM <i>7:00 AM - 7:00 PM</i>

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA-por sus siglas en inglés) es: martes, 20 de abril de 2021.

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (If faxed or emailed, then must receive original application within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votación Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electrónico una copia e su aplicación firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envía por fax o correo electrónico, debe recibir la solicitud original dentro de los cuatro días)

****Locations #6-#7 pending if any of the listed Political Subdivisions cancel their Election.**

Ellis County, Texas *Condado de Ellis, Texas*
Joint General and Special Elections *Elecciones General y Especial Conjunta*
May 1, 2021 *01 de mayo de 2021*
Election Day Vote Centers *Centros de votación el día de las elecciones*

Polls open from 7:00 am to 7:00 pm

Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2020. A voter may vote at any of the Election Day Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial Conjunta.

- | | | |
|----|---|----------------------|
| 1 | ELLIS COUNTY SUB-COURTHOUSE (Foyer) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 2 | ENNIS PUBLIC LIBRARY (Learning Center) 501 W. ENNIS AVE | ENNIS, TX 75119 |
| 3 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 4 | FERRIS PUBLIC LIBRARY (Trussell Mtg Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 5 | MT GILEAD BAPTIST CHURCH (Cafeteria) 106 HARRIS ST. | ITALY, TX 76651 |
| 6 | FIRST BAPTIST CHURCH-MAYPEARL (Cafeteria) 5744 FM 66 | MAYPEARL, TX 76064 |
| 7 | MIDLOTHIAN CHURCH OF CHRIST (Rear Foyer) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 8 | MIDLOTHIAN CONFERENCE CTR (Ballroom) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 9 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 10 | GRACE CHURCH OF OVILLA (Flex Room) 519 WESTMORELAND RD | OVILLA, TX 75154 |
| 11 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 12 | EASTRIDGE BAPTIST CHURCH (Gym) 732 E OVILLA RD | RED OAK, TX 75154 |
| 13 | RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 14 | ELLIS COUNTY WOMANS BUILDING (Main Room) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 15 | FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 16 | PARK MEADOWS BAPTIST CHURCH (Foyer) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 17 | SALVATION ARMY OF ELLIS COUNTY (Cafeteria) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |
| 18 | * MILFORD COMMUNITY CENTER 109 S. MAIN STREET MILFORD, TX 76670 (Milford ISD/City) | |
| 19 | * ALMA COMMUNITY CENTER 104 INTERURBAN RD ENNIS, TX 75119 (Alma) | |
| 20 | * LIFEPOINT COMMUNITY 201 LOUISE RITTER RD RED OAK, TX 75154 (Pecan Hill) | |
| 21 | * MARVIN ELEMENTARY SCHOOL (CAFETERIA) 110 BROWN STREET WAXAHACHIE, TX 75165 (WISD) | |

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en inglés) es: martes, 20 de abril de 2021.

For More Information: Website at www.co.ellis.tx.us/Elections

OR Contact us at Elections Office 204 E Jefferson Waxahachie, TX 75165 972-825-5195

OR Facebook.com/EllisCountyElections

***Locations #18-#21 pending if any of the listed Political Subdivisions cancel their Election.*

EXHIBIT A/B

**MAY 1, 2021
CITY OF VENUS
GENERAL ELECTION**
(1 de Mayo del 2021 ciudad de Venus Eleccion general)

April 19, 2021 through April 27, 2021 is the period for early voting by personal appearance. (Sec. 85.001). Any voter qualified to vote in the May 1, 2021, General Election is eligible for early voting by personal appearance. Early voting by personal appearance will be conducted at all following location:

Monday, April 19, 2021 - Friday, April 23, 2021 hours: 8:00 am until 5:00 pm

Monday, April 26, 2021 - Tuesday, April 27, 2021 hours: 7:00 am until 7:00 pm

(El 19 de Abril del 2021 hasta el 27 de Abril del 2021 es el periodo para la votación anticipada en persona. (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General del 1 de Mayo del 2021, es elegible para la votación anticipada en persona se llevara a cabo en los siguientes lugares:

lunes, 19 de Abril del 2021 – viernes, 23 de Abril del 2021; horas: 8:00 am hasta 5:00 pm

lunes, 26 de Abril del 2021 - martes, 27 de Abril del 2021; horas: 7:00 am hasta 7:00 pm)

Hours for additional early voting will be extended;

Saturday, April 24, 2021 - hours: 8:00am until 5:00pm.

(Se extenderán las horas para la votación anticipada adicional;

Sábado, 24 de Abril del 2021 – horas: 8:00 am hasta 5:00 pm.)

EXHIBIT A/B (ANEXO A/B)

EARLY VOTING & ELECTION DAY LOCATION *(Ubicación del Día de votación anticipada y elección)*

May 1, 2021 Hours for Election Day are 7:00am until 7:00pm
(1 de Mayo del 2021, El horario para el Día De las Elecciones es de 7:00am a 7:00pm)

Comm. Pct 4:
(Comisario, Recinto 4)

Venus Community Center
210 Walnut St.
Venus, Texas 76084

Sec. 85.062 Texas Election Code

(2) The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.

(Sec. 85.062 Código Electoral de Texas

(2) El Tribunal de Comisarios de un condado con una población de 120,000 ó más, pero menos de 400,000, establecerá al menos un centro de votación adelantada, además del centro primario de votación adelantada, en cada recinto de los comisarios que contiene territorio incluido en la elección.)



Order of Venus Municipal Election
Orden de las Elecciones Municipales de Venus

Early voting by personal appearance will begin Monday, April 19, 2021 through Saturday, April 24, 2021 during the normal working hours of 8:00 a.m. to 5:00 p.m. with extended voting hours on Monday April 26, 2021 and Tuesday April 27, 2021 from 7:00 a.m. to 7:00 p.m.

Election Day will be, Saturday, May 1, 2021, voting hours will be 7:00 a.m. to 7:00 p.m.

La votación anticipada en persona comenzará el lunes 19 de abril de 2021 hasta el sábado 24 de abril de 2021 durante el horario normal de trabajo de 8:00 a.m. a 5:00 p.m. con horario ampliado de votación el lunes 26 de abril de 2021 y el martes 27 de abril de 2021 de 7:00 a.m. a 7:00 p.m. El día de las elecciones será el sábado 1 de mayo de 2021, el horario de votación será de 7:00 a.m. a 7:00 p.m.

LOCATIONS:
UBICACIONES

For Johnson County Voters the polling place will be located at the Venus Community Center, 210 Walnut Street, Venus, Texas 76084. For Ellis County Voters the closest polling place will be located at the Midlothian Conference Center, #1 Community Circle Dr. Midlothian, Texas 76065 as well as other locations

Refer to **Exhibit A**

Para los votantes del condado de Johnson en el Venus Community Center, 210 Walnut Street, Venus, Texas 76084. La ubicación de los votantes del condado de Ellis será el Centro de Conferencias de Midlothian, #1 Círculo Comunitario Dr. Midlothian, Texas, 76065 así como otros lugares Consulte el Anexo A

Applications for ballot by mail shall be mailed to:

Las solicitudes de boleta por correo se enviarán por correo a:

For Johnson County voters

Early Voting Clerk
PO Box 895
Cleburne, Texas 76033

For Ellis County voters

Early Voting Clerk
204 E. Jefferson St.
Waxahachie, Texas 75165

Applications for ballots by mail must be received no later than the close of business
on

Monday, April 20, 2021

*Las solicitudes de papeletas por correo deben recibirse a más tardar en el cierre de la actividad el
lunes 20 de abril de 2021*

Issued this the 8th day of February, 2021

Lo publicó el 8 de febrero de 2021.

Signature of Mayor

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

**NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)**

To the registered voters of the City of Venus, Texas:

(a los votantes registrados del Ciudad de Venus, Texas):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 1, 2021, for voting in a general election to elect Mayor, Council Place 1, and Council Place 2.

(Notifíquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 1 de Mayo de 2021 para votar en la Elección General para elegir _

Alcalde, lugar del consejo 1 y, lugar del consejo 2.)

LOCATION(S) OF POLLING PLACES ON ELECTION DAY
(UBICACIÓN (S) DE LOS CENTROS DE VOTACIÓN EL DÍA DE LAS ELECCIONES)

Johnson County voters:

Venus Community Center
210 S. Walnut Street
Venus, Texas 76084

Ellis County voters:

- 1 ELLIS COUNTY SUBCOURTHOUSE (Foyer) 207 S SONOMA TRAIL ENNIS, TX 75119
- 2 ENNIS PUBLIC LIBRARY (Learning Center) 501 W. ENNIS AVE ENNIS, TX 75119
- 3 FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. ENNIS, TX 75119
- 4 FERRIS PUBLIC LIBRARY (Trussell Mtg Rm) 301 E 10TH STREET FERRIS, TX 75125
- 5 MT GILEAD BAPTIST CHURCH (Cafeteria) 106 HARRIS ST. ITALY, TX 76651
- 6 FIRST BAPTIST CHURCH MAYPEARL (Cafeteria) 5744 FM 66 MAYPEARL, TX 76064
- 7 MIDLOTHIAN CHURCH OF CHRIST (Rear Foyer) 1627 N HWY 67 MIDLOTHIAN, TX 76065
- 8 MIDLOTHIAN CONFERENCE CTR (Ballroom) 1 COMMUNITY CIRCLE DR MIDLOTHIAN, TX 76065
- 9 MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 MIDLOTHIAN, TX 76065
- 10 GRACE CHURCH OF OVILLA (Flex Room) 519 WESTMORELAND RD OVILLA, TX 75154
- 11 PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY PALMER, TX 75152
- 12 EASTRIDGE BAPTIST CHURCH (Gym) 732 E OVILLA RD RED OAK, TX 75154
- 13 RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY RED OAK, TX 75154
- 14 ELLIS COUNTY WOMANS BUILDING (Main Room) 407 W JEFFERSON ST. WAXAHACHIE, TX 75165
- 15 FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. WAXAHACHIE, TX 75165
- 16 PARK MEADOWS BAPTIST CHURCH (Foyer) 3350 N HWY 77 WAXAHACHIE, TX 75165
- 17 SALVATION ARMY OF ELLIS COUNTY (Cafeteria) 620 FARLEY ST. WAXAHACHIE, TX 75165
- 18 * MILFORD COMMUNITY CENTER 109 S. MAIN STREET MILFORD, TX 76670 (Milford ISD/City)
- 19 * ALMA COMMUNITY CENTER 104 INTERURBAN RD ENNIS, TX 75119 (Alma)
- 20 * LIFEPOINT COMMUNITY 201 LOUISE RITTER RD RED OAK, TX 75154 (Pecan Hill)
- 21 * MARVIN ELEMENTARY SCHOOL (CAFETERIA) 110 BROWN STREET WAXAHACHIE, TX 75165 (WISD)

Early voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Johnson County voters

Venus Community Center
210 S. Walnut Street
Venus, Texas 76084

Days and Hours of operation (Días y Horas de operación)

Monday, April 19- Saturday 24,2021 from 8:00 am-5:00 pm
Monday, April 26-Tuesday April 27, 2021 from 7:00 am-7:00 Pm

Ellis County voters:

1. Elections Office (Main Location) 204 E. Jefferson Street Waxahachie, TX 75165
2. Midlothian Conference Ctr (Foyer) 1 Community Circle Dr. Midlothian, TX 76065
3. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way Palmer, TX 75152
4. Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail Ennis, TX 75119
5. Red Oak Municipal Center (Pitts Rm) 200 Lakeview Pkwy Red Oak, TX 75154
6. *Waxahachie ISD Admin Bldg (BoardRm) 411 N. Gibson Wax., TX 75165 (WISD)
7. *Mt Gilead Baptist Church (Fellowship Hall) 106 Harris St. Italy, TX 76651 (Italy/Milford)

Days and Hours of operation (Días y Horas de operación)

Monday, April 19 – Friday April 23, 2021 from 8:00 am- 5:00 pm
Saturday, April 24, 2021 from 8:00 am- 4:00 pm
Monday, April 26 – Tuesday, April 27, 2021 from 7:00 am – 7:00 pm

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Johnson County voters:

Patty Bourgeois
Johnson County Elections Office
103 S. Walnut St.
Cleburne, TX 76033

Ellis County voters:

Jana Onyon
Ellis County Election Office
204 E. Jefferson St.
Waxahachie, TX 75165

Applications for ballots by mail must be received no later than the close of business on April 20, 2021.

(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 20 de abril de 2021)

Issued this the 8th day of February, 2021.

Emitida este día 8th de Febrero, 2021.)

Signature of Mayor(Firmar del Alcalde)



**May 1, 2021
Joint Election
Contract for Election Services**



May 1, 2021 Joint Election

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THE STATE OF TEXAS § JOINT CONTRACT FOR
ELLIS COUNTY § ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following
AS OF January 4, 2021 subject to cancelation of an election:

CITY OF ALMA
CITY OF BARDWELL
CITY OF CEDAR HILL
CITY OF ENNIS
CITY OF FERRIS
CITY OF GARRETT
CITY OF GRAND PRAIRIE
CITY OF ITALY
CITY OF MAYPEARL
CITY OF MIDLOTHIAN
CITY OF MILFORD
CITY OF OAK LEAF
CITY OF OVILLA (INCLUDES DALLAS COUNTY PORTION)
CITY OF PALMER
CITY OF PECAN HILL
CITY OF RED OAK
CITY OF VENUS
CITY OF WAXAHACHIE
ENNIS INDEPENDENT SCHOOL DISTRICT (INCLUDES NAVARRO COUNTY PORTION)
FERRIS INDEPENDENT SCHOOL DISTRICT (INCLUDES DALLAS COUNTY PORTION)
ITALY INDEPENDENT SCHOOL DISTRICT
MAYPEARL INDEPENDENT SCHOOL DISTRICT
MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
MILFORD INDEPENDENT SCHOOL DISTRICT (INCLUDES HILL COUNTY PORTION)
PALMER INDEPENDENT SCHOOL DISTRICT
RED OAK INDEPENDENT SCHOOL DISTRICT
WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the May 1, 2021 Joint Election.



THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The recommendations of the Participating Political Subdivisions will be the accepted guidelines for the number of clerks to work in each polling place. Election judges and early voting personnel shall be secured by the County Election Officer using the recommended names provided by the Participating Political Subdivisions by February 12, 2021. Any open positions will be filled using regular county election workers.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined)
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$10.50 per hour and clerks shall receive \$9.00 per hour for services. Each election day judge shall receive \$10.50 per hour for services rendered; each alternate judge shall receive \$9.50 per hour for services; and clerk shall receive \$9.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive up to 2 hours of pay. Overtime



will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.)

- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivisions agrees that voting at the Joint Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 1. Equipment includes the DS200 voting machines (1 per site), ADA ExpressVote marking devices (5 or more per site), ballot box, voting signs, carts and laptop computers.
 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.



- b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. Cities are required to have 2 days of 12 hour voting and those will be the last 2 days of early voting.
- c. Any qualified voter for the Joint Election may vote early by personal appearance at any of the Early Voting locations within Ellis County. Elections Office 204 E Jefferson Street, Waxahachie, TX 75165 serves as the Main Location.
- d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation, therefore Exhibit "A" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Jana Onyon, Early Voting Clerk,
204 E Jefferson Street, Waxahachie, Tx 75165
or faxed to 972-923-5194
or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, then we must receive original application within 4 days)
Application for ballot by mail must be received no later than close of business on Tuesday, April 20, 2021.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- f. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas



Election Code. The presiding judge of this Board shall be appointed in the same manner as election workers according to this contract.

D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center polling places.

- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
- b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
- c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
- d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation, therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
- f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.

E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.

- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test (L&A) of the electronic voting system shall be



conducted. County Election Officer will publish required notice in local newspaper of time and place as required by the election code.

- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website (www.co.ellis.tx.us/elections). Provisional ballots will be tabulated after election night in accordance with law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
 - f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)



II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS. The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 1, 2021, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
 - 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Wednesday, February 17, 2021.
 - 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any additions, cancellations, or withdrawals.
 - 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.
- D. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)



- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- F. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 80% of the estimated cost to run the said election prior to Friday, March 26, 2021. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer
Att. Cheryl Chambers
109 S. Jackson Street
Waxahachie, Texas 75165**

Made payable to: "Ellis County Treasurer" with the note "for election services" included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining Participating Political Subdivisions.



- B. An addendum of Exhibit "C" to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on Saturday, June 5, 2021 (subject to changes), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in council meeting.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.



- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099).
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects not to handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code. Furthermore, Ellis County will rent the voting equipment, for a reasonable price, to said political subdivision if it chooses to move forward with the election.
- A. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.



WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2021

Jana Onyon, CERA
Elections Administrator
Ellis County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2021

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed

Ellis County, Texas Condado de Ellis, Texas
Joint General and Special Elections Elecciones General y Especial Conjunta
May 1, 2021 01 de mayo de 2021
Early Voting Vote Centers Centros de votación adelantada

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2021. A voter may vote at any of the Early Voting Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de votación anticipada que se enumeran a continuación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los lugares de votación anticipada para las Elecciones General y Especial Conjunta.

Early Voting Location Dates and Times:

Ubicación, fechas, y horarios de la votación anticipada:

- | | |
|--|--|
| 1. Elections Office (Main Location) 204 E. Jefferson Street | Waxahachie, TX 75165 |
| 2. Midlothian Conference Ctr (Foyer) 1 Community Circle Dr. | Midlothian, TX 76065 |
| 3. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way | Palmer, TX 75152 |
| 4. Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail | Ennis, TX 75119 |
| 5. Red Oak Municipal Center (Pitts Rm) 200 Lakeview Pkwy | Red Oak, TX 75154 |
| 6. *Waxahachie ISD Admin Bldg (BoardRm) 411 N. Gibson Wax., TX 75165 (WISD) | |
| 7. *Mt Gilead Baptist Church (Fellowship Hall) 106 Harris St. | Italy, TX 76651 (Italy/Milford) |

Monday, April 19, 2021 <i>lunes, 19 de abril de 2021</i>	through <i>hasta</i>	Friday, April 23, 2021 <i>viernes, 23 de abril de 2021</i>	8:00 AM - 5:00 PM <i>8:00 AM - 5:00 PM</i>
Saturday, April 24, 2021 <i>sábado, 24 de abril de 2021</i>			8:00 AM - 4:00 PM <i>8:00 AM - 4:00 PM</i>
Monday, April 26, 2021 <i>lunes, 26 de abril de 2021</i>	and <i>y</i>	Tuesday, April 27, 2021 <i>martes, 27 de abril de 2021</i>	7:00 AM - 7:00 PM <i>7:00 AM - 7:00 PM</i>

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA-por sus siglas en inglés) es: martes, 20 de abril de 2021.

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (If faxed or emailed, then must receive original application within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votación Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electrónico una copia e su aplicación firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envía por fax o correo electrónico, debe recibir la solicitud original dentro de los cuatro días)

****Locations #6-#7 pending if any of the listed Political Subdivisions cancel their Election.**

Ellis County, Texas *Condado de Ellis, Texas*
Joint General and Special Elections *Elecciones General y Especial Conjunta*
May 1, 2021 *01 de mayo de 2021*
Election Day Vote Centers *Centros de votación el día de las elecciones*

Polls open from 7:00 am to 7:00 pm

Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2020. A voter may vote at any of the Election Day Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial Conjunta.

- | | | |
|----|--|----------------------|
| 1 | ELLIS COUNTY SUB-COURTHOUSE (Foyer) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 2 | ENNIS PUBLIC LIBRARY (Learning Center) 501 W. ENNIS AVE | ENNIS, TX 75119 |
| 3 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 4 | FERRIS PUBLIC LIBRARY (Trussell Mtg Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 5 | MT GILEAD BAPTIST CHURCH (Cafeteria) 106 HARRIS ST. | ITALY, TX 76651 |
| 6 | FIRST BAPTIST CHURCH-MAYPEARL (Cafeteria) 5744 FM 66 | MAYPEARL, TX 76064 |
| 7 | MIDLOTHIAN CHURCH OF CHRIST (Rear Foyer) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 8 | MIDLOTHIAN CONFERENCE CTR (Ballroom) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 9 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 10 | GRACE CHURCH OF OVILLA (Flex Room) 519 WESTMORELAND RD | OVILLA, TX 75154 |
| 11 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 12 | EASTRIDGE BAPTIST CHURCH (Gym) 732 E OVILLA RD | RED OAK, TX 75154 |
| 13 | RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 14 | ELLIS COUNTY WOMANS BUILDING (Main Room) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 15 | FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 16 | PARK MEADOWS BAPTIST CHURCH (Foyer) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 17 | SALVATION ARMY OF ELLIS COUNTY (Cafeteria) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |
| 18 | * MILFORD COMMUNITY CENTER 109 S. MAIN STREET MILFORD, TX 76670 | (Milford ISD/City) |
| 19 | * ALMA COMMUNITY CENTER 104 INTERURBAN RD ENNIS, TX 75119 | (Alma) |
| 20 | * LIFEPOINT COMMUNITY 201 LOUISE RITTER RD RED OAK, TX 75154 | (Pecan Hill) |
| 21 | * MARVIN ELEMENTARY SCHOOL (CAFETERIA) 110 BROWN STREET WAXAHACHIE, TX 75165 | (WISD) |

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en inglés) es: martes, 20 de abril de 2021.

For More Information: Website at www.co.ellis.tx.us/Elections

OR Contact us at Elections Office 204 E Jefferson Waxahachie, TX 75165 972-825-5195

OR Facebook.com/EllisCountyElections

****Locations #18-#21 pending if any of the listed Political Subdivisions cancel their Election.**

**Estimated Cost for May 1, 2021 Joint Election
with 27 Political Subdivisions (Estimated Cost Before Cancellations)**

Item	Estimated Total Invoiced Cost of Election
Election Day Locations	21
Early voting Locations	9
Election Systems & Software (ES&S) Ballots Cost Estimated	\$1,900.00
Election Systems & Software (ES&S) Ballot Layout Charges Estimated	\$3,300.00
Election Systems & Software (ES&S) Ballot Audio Charges Estimated	\$8,200.00
Election Systems & Software (ES&S) Electronic Voting system programing Estimated	\$8,500.00
Election Systems & Software (ES&S) Testing and Coding Ballots Estimated	\$1,350.00
Newspaper Public Notice of Testing of Electronic Voting System	\$400.00
Newspaper Public Notice of Joint Election	\$4,300.00
Precinct Kits for Early Voting and Election Day: Labels, paper, envelopes, supplies, pens, tape, copies for precinct packets and training packets, signs for posting of state required information at polling place	\$1,500.00
Rental of County voting equipment DS200 Machines at \$57.50 each	\$1,897.50
Rental of County voting equipment ExpressVote Terminal Marking Device (ADA) at \$33.25 each	\$5,818.75
Movers Transportation of Voting Equipment 30 Early Voting and Election Day locations Dropped off and picked up after election	\$3,200.00
Voting Places Rental Charges locations	\$2,180.00
Election Day # of Poll workers	87
Election Day: Judges at \$10.50, Alternate Judges at \$9.50, Clerks at \$9.00 Estimated 21 Polling Location on Election day Estimated 87 poll workers, 15 hours on ED, 2 hours training, Judge pickup fees \$25	\$15,550.00
Early voting # of Poll workers	27
Early Voting: Judges at \$10.50, Clerks at \$9.00 at 9 Early Voting Locations Estimated 27 Poll Workers 68reg hours, 3 overtime hours, 2 hours training, Judge pickup fees \$25, Fica, Medicare	\$19,500.00
Absentee Mail Ballots Request	1500
Cost for Early Voting mail Ballots for postage and materials for each for ballot mailed	\$3,285.00
Early Voting Ballot Board and Cental Counting Station Workers	\$300.00
WiFi for Early voting and Election Day Laptops	\$860.00
Additional Office Personnel to assist before/during/after the Election and technichians for Early Voting and Election Day, and Election employee accrual overtime hours	\$8,000.00
Technichians Mileage for Early Voting and Election Day Support at polling sites	\$155.00
Estimated Cost of Election Expenses	\$90,196.25
Estimated Election Services Contract 10% Admin Fee	\$9,019.63
Estimated Total Cost of Joint Election	\$99,215.88

Political Subdivisions estimated cost of contracting with the Elections Department for May 1, 2021 Joint Election (Estimated Cost Before Cancellations)		
ENTITY	Voters 1/2021	Estimated Cost
GRAND PRAIRIE	23	\$1,450.00
VENUS	189	\$1,450.00
GARRETT	254	\$2,500.00
ALMA	271	\$2,500.00
BARDWELL	291	\$2,500.00
MILFORD	468	\$2,500.00
PECAN HILL	502	\$2,500.00
CEDAR HILL	526	\$2,500.00
MAYPEARL	557	\$2,500.00
MILFORD ISD (Includes Hill County)	674	\$2,500.00
OAK LEAF	1161	\$2,500.00
ITALY	1219	\$2,500.00
PALMER	1396	\$2,500.00
FERRIS	1568	\$2,500.00
ITALY ISD	1991	\$2,500.00
OVILLA (Includes Dallas County)	3163	\$2,500.00
PALMER ISD	3963	\$2,500.00
MAYPEARL ISD	3984	\$2,500.00
FERRIS ISD (Includes Dallas County)	5799	\$3,400.00
RED OAK	8972	\$4,000.00
ENNIS	10264	\$4,300.00
ENNIS ISD (Includes Navarro County)	15585	\$5,500.00
RED OAK ISD	20774	\$5,900.00
MIDLOTHIAN	23758	\$6,700.00
WAXAHACHIE	25320	\$7,100.00
MIDLOTHIAN ISD	33953	\$9,500.00
WAXAHACHIE ISD	35594	\$9,900.00

As of 1/4/2021 Subject to changes after Political Subdivision withdrawal and/or cancel the Election. Revised report with deposit amount and invoice will be given after the deadline to cancel an election has past.

**The following Political Subdivisions will be having an Election on May 1, 2021.
Entities will be contracting with the Election's Department to conduct their Election.**

City of Alma General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
City of Bardwell General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
City of Cedar Hill General Election for the purpose of electing At-Large Council Member Places 1 & 4
City of Ennis General Election for the purpose of electing a Mayor and Commissioner Ward District 1
City of Ferris General Election for the purpose of electing At-Large Alderman Places 2, 3 & 5
City of Garrett General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 2
City of Grand Prairie General Election for the purpose of electing At-Large Council Member Place 8 & District 6
City of Italy General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
City of Maypearl General Election for the purpose of electing a Mayor and three At-Large Council Members – Vote for 3
City of Midlothian General Election for the purpose of electing At-Large Council Member Places 5 & 6
City of Milford General Election for the purpose of electing two At-Large Council Members – Vote for 2
City of Oak Leaf General Election for the purpose of electing At-Large Council Member Places 1, 2 & 3
City of Ovilla General Election for the purpose of electing a Mayor and At-Large Council Member Places 2 & 4
City of Palmer General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
City of Pecan Hill General Election for the purpose of electing At-Large Council Member Places 3, 4 & 5
City of Red Oak General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 3
City of Venus General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 2
City of Waxahachie General Election for the purpose of electing At-Large Council Member Places 4 & 5

Ennis ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 3, 4 & 5
Ferris ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 1, 2 & 3
Italy ISD General Election for the purpose of electing two At-Large Member of Board of Trustees – Vote for 2
Maypearl ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
Midlothian ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 1, 2 & 3
Milford ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
Palmer ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
Red Oak ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 6 & 7
Waxahachie ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 3, 4, & 5

Revised (Revisado) 1/4/2021 Subject to changes (sujeto a cambios)

All races will be vote for one unless noted otherwise. List is pending if any of the listed Political Subdivisions cancel the election. *(Todas las carreras votaran por una a menos que se indique lo contrario.*

La lista esta pendiente si alguna de las subdivisiones politicas enumeradas cancela su eleccion.)

EXHIBT A/B

**MAY 1, 2021
CITY OF VENUS
GENERAL ELECTION
(1 de Mayo del 2021 ciudad de Venus Eleccion general)**

April 19, 2021 through April 27, 2021 is the period for early voting by personal appearance. (Sec. 85.001). Any voter qualified to vote in the May 1, 2021, General Election is eligible for early voting by personal appearance. Early voting by personal appearance will be conducted at all following location:

Monday, April 19, 2021 - Friday, April 23, 2021 hours: 8:00 am until 5:00 pm

Monday, April 26, 2021 - Tuesday, April 27, 2021 hours: 7:00 am until 7:00 pm

(El 19 de Abril del 2021 hasta el 27 de Abril del 2021 es el periodo para la votación anticipada en persona. (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General del 1 de Mayo del 2021, es elegible para la votación anticipada en persona se llevara a cabo en los siguientes lugares:

lunes, 19 de Abril del 2021 – viernes, 23 de Abril del 2021; horas: 8:00 am hasta 5:00 pm

lunes, 26 de Abril del 2021 - martes, 27 de Abril del 2021; horas: 7:00 am hasta 7:00 pm)

Hours for additional early voting will be extended;

Saturday, April 24, 2021 - hours: 8:00am until 5:00pm.

(Se extenderán las horas para la votación anticipada adicional;

Sábado, 24 de Abril del 2021 – horas: 8:00 am hasta 5:00 pm.)

EXHIBIT A/B (ANEXO A/B)

EARLY VOTING & ELECTION DAY LOCATION (Ubicación del Día de votación anticipada y elección)

May 1, 2021 Hours for Election Day are 7:00am until 7:00pm
(1 de Mayo del 2021, El horario para el Día De las Elecciones es de 7:00am a 7:00pm)

Comm. Pct 4:
(Comisario, Recinto 4)

Venus Community Center
210 Walnut St.
Venus, Texas 76084

Sec. 85.062 Texas Election Code

(2) The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.

(Sec. 85.062 Código Electoral de Texas

(2) El Tribunal de Comisarios de un condado con una población de 120,000 ó más, pero menos de 400,000, establecerá al menos un centro de votación adelantada, además del centro primario de votación adelantada, en cada recinto de los comisarios que contiene territorio incluido en la elección.)

Exhibit C

COST OF SERVICE. The City of Venus shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Venus will be liable to pay all the expense that have endured; and a 10% administration fee.

CITY of VENUS: 2021 MAY 1ST

**Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.
Pct. 8 & 25**

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
<u>(X) Rental M650 Optical Scanner</u>	\$350.00	
<u>(X) Rental ES&S Auto-Mark for HAVA</u>	\$350.00	
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$700.00	
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$800.00	
<u>(X) Publish Notice of Tabulation Test</u>	\$125.00	
<u>(X) Building Rental</u>	\$100.00	
2. CENTRAL COUNT EXPENSES		
<u>(X) CC Station Manager</u>	\$125.00	
<u>(X) Tabulation Supervisor</u>	\$100.00	
<u>(X) Assistant Tabulation Supervisor</u>	\$100.00	
<u>(X) ENR Manager</u>	\$100.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) CC Station Clerks</u>	\$220.00	
<u>(X) Early Voting Ballot Board Judge</u>	\$156.00	
<u>(X) Early Voting Ballot Board Personnel</u>	\$528.00	
<u>(X) Provisional/Late Ballot Board Judge</u>	\$52.00	
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$176.00	
<u>(X) Security</u>	\$140.00	
3. ESTIMATED EARLY VOTING COSTS		
<u>(X) Judge's Kit Early Voting</u>	\$40.00	
<u>(X) Ballot by Mail VEC</u>	\$250.00	
<u>(X) Early Voting Judge</u>	\$1,170.00	
<u>(X) Early Voting Clerks</u>	\$2,805.00	
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00	
<u>(X) Early Voting Pick up & delivery fee</u>	\$25.00	

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$40.00
<u>(X) Election Day Judge</u>	\$208.00
<u>(X) Election Day Clerks</u>	\$462.00
<u>(X) Election Day Pick up & delivery fee</u>	\$25.00
<u>(X) Supplies</u>	\$200.00

Subtotal \$9,597.00

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

<u>10% of Subtotal</u>	\$959.70
------------------------	----------

TOTAL COST \$10,556.70

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by CITY within (30) days of said cancellation.

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND JOHNSON COUNTY CITY OF VENUS
MAY 1, 2021**

THIS AGREEMENT is made and entered into this ____ day of _____ 2021, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CITY OF VENUS, acting by and through its Executive Director or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" General Election on May 1, 2021 for registered voters of Johnson County, Texas residing within CITY; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this May 1, 2021 General Election of CITY: and

WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on May 1, 2021 from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On May 1, 2021, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.**
- 1.02 The political subdivision participating in the election on May 1, 2021, shall have and use the election Judges and ES&S AutoMark voting equipment.**

II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
 - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
 - c. Compensate election judges, alternate judges and clerks.
 - d. Transport voting equipment to and from each polling location.
 - e. Rent, if necessary, voting locations.
 - f. Provide lists of registered voters to the election judges.
 - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
 - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

- 3.01 Early Voting by Personal Appearance
- a. The Elections Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY General Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in the City of Venus of Johnson County may vote early at the Venus Community Center 210 Walnut St., Venus, Texas 76084.
- c. Early Voting by personal appearance will begin on April 19, 2021, and will end on April 27, 2021. There will be no early voting on Saturday, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for the CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

- e. Conduct the manual count.
- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

IV. CITY

CITY shall have the following responsibilities in conducting this election on May 1, 2021

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 23rd day of February 2021. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the _____ day of _____, 2021.

**Patty Bourgeois
Elections Administrator
Johnson County, Texas**

On behalf of City of Venus, I hereby accept the terms of this Agreement.

Signed the _____ day of _____, 2021.

**James L Burgess, City of Venus
Mayor**

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2021.

COUNTY OF JOHNSON

**County Judge
Johnson County Commissioners
Court**

**Officials for notice:
Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033**

**James L. Burgess, City of Venus
Mayor
700 W HWY 67
Venus, Texas 76084**

RESOLUTION NO. 41-2021-02

A RESOLUTION OF THE CITY OF VENUS, TEXAS, SETTING THE DATE, TIME AND PLACE FOR THE PUBLIC HEARING TO CONSIDER THE IMPOSITION OF WATER AND WASTEWATER IMPACT FEES; PROVIDING FOR THE PROVISION OF NOTICE OF THE PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the City Council of the City of Venus, Texas (the “City Council”) has been presented with a proposal for the imposition of water and wastewater impact fees within the City and within its extraterritorial jurisdiction; and

WHEREAS, the Texas Local Government Code requires a public hearing be held on the proposed order, ordinance or resolution imposing an impact fee; and

WHEREAS, the City Council has determined that such public hearing shall be held on April 12, 2021.

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

Section 1. All of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

Section 2. On April 12, 2021 at 7:00 P.M. in the Venus Community Center, 210 S. Walnut Street, Venus, Texas, the City Council of Venus, Texas will hold a Public Hearing giving all interested persons the right to appear and be heard on the proposed Water and Wastewater Impact Fees.

Section 3. The City Secretary of the City of Venus, Texas is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the City and in the above-described territory not less than thirty (30) days prior to the date of such public hearing, in accordance with Chapter 395 of the Local Government Code.

Section 4. The City Secretary of the City of Venus, Texas is hereby authorized and directed to cause notice of such public hearing to be sent to any person requiring notice under Texas Local Government Code § 395.049(a).

Section 5. This Resolution shall take effect immediately upon and after its adoption.

PASSED AND ADOPTED ON THIS 8th DAY OF FEBRUARY, 2021.

City of Venus,

James Burgess, Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

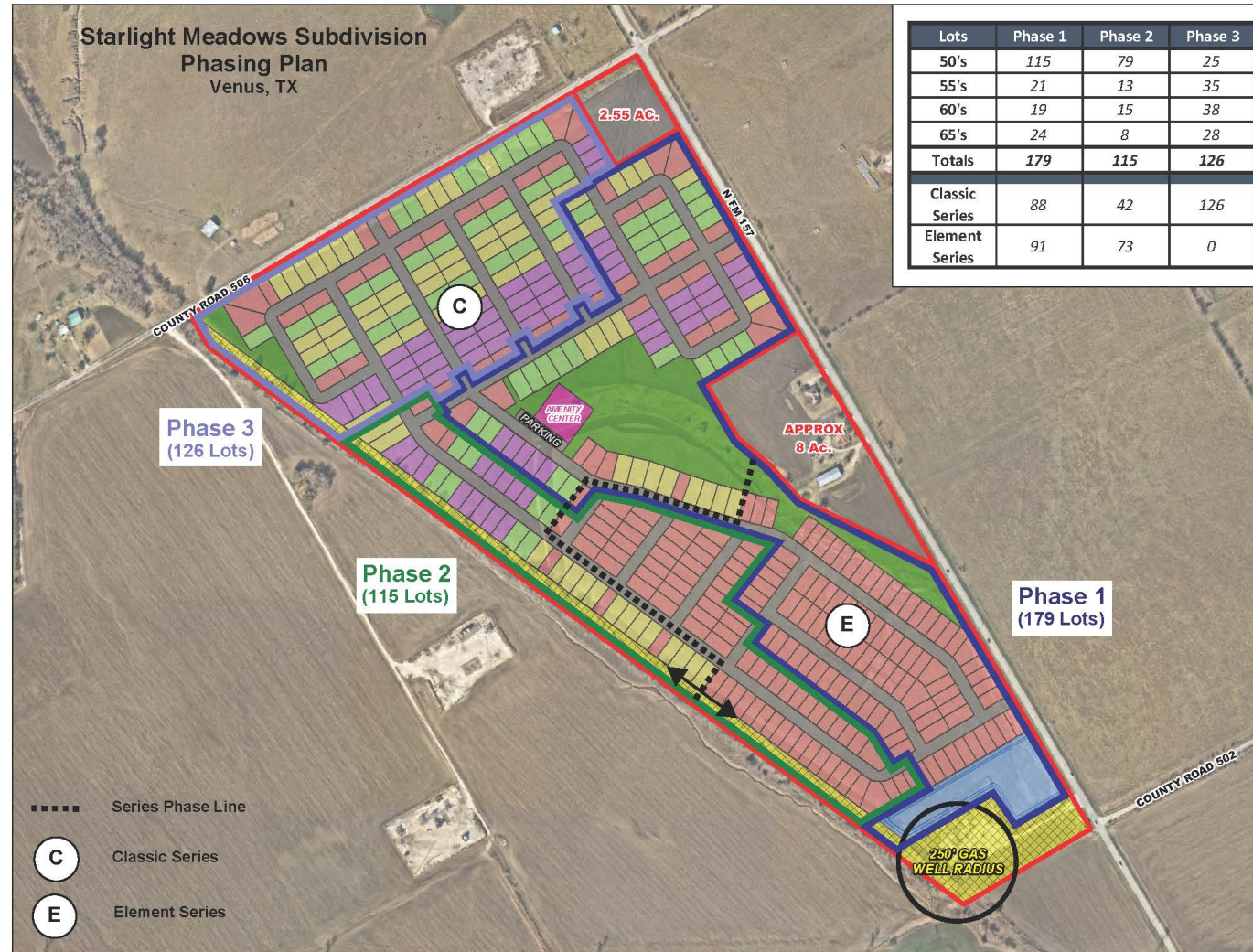
City Secretary

STARLIGHT MEADOWS



STARLIGHT MEADOWS

Concept Plan



VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- Tract
- 50' Lot
- 55' Lot
- 60' Lot
- 65' Lot
- Amenity Center (0.77 Ac.)
- Detention (3.53 Ac.)
- Gas Pipeline/Well (10.56 Ac.)
- Open Space (12.46 Ac.)
- Right-Of-Way (19.69 Ac.)

Note: Lots are 120' deep. Right-of-Way is 50' wide.

PRELIMINARY LAND PLAN 2B

**STARLIGHT MEADOWS
JOHNSON COUNTY, TEXAS**



1 inch = 400 Feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones | Carter, Inc. concerning the accuracy completeness, reliability, or usability of the information included within this exhibit.



JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

STARLIGHT MEADOWS

Community Features



STARLIGHT MEADOWS

Exterior Elevations & Attributes

- Covered front porches & balconies
- Unique stone and brick exteriors
- Beautifully designed landscaping
- Variation of street elevations



STARLIGHT MEADOWS

Interior Features



STARLIGHT MEADOWS

Interior Features



STARLIGHT MEADOWS

Features

- Architecturally unique interior living spaces
- Open, flowing plans
- Dramatic windows allow an abundance of natural light
- Completely sodded yard, irrigation, and landscaping with stone border.



STARLIGHT MEADOWS

Energy Efficiency

- LED Lighting
- Radiant Barrier Decking
- Dual paned, vinyl, Low E windows
- Combined 16 SEER rated heating and air conditioning system
- R-38 attic insulation
- Insulated Garage Doors
- Digital Programmable thermostats
- Dual zoned HVAC systems on all 2-story homes
- Irrigation systems engineered to reduce water usage
- Smart House Technology

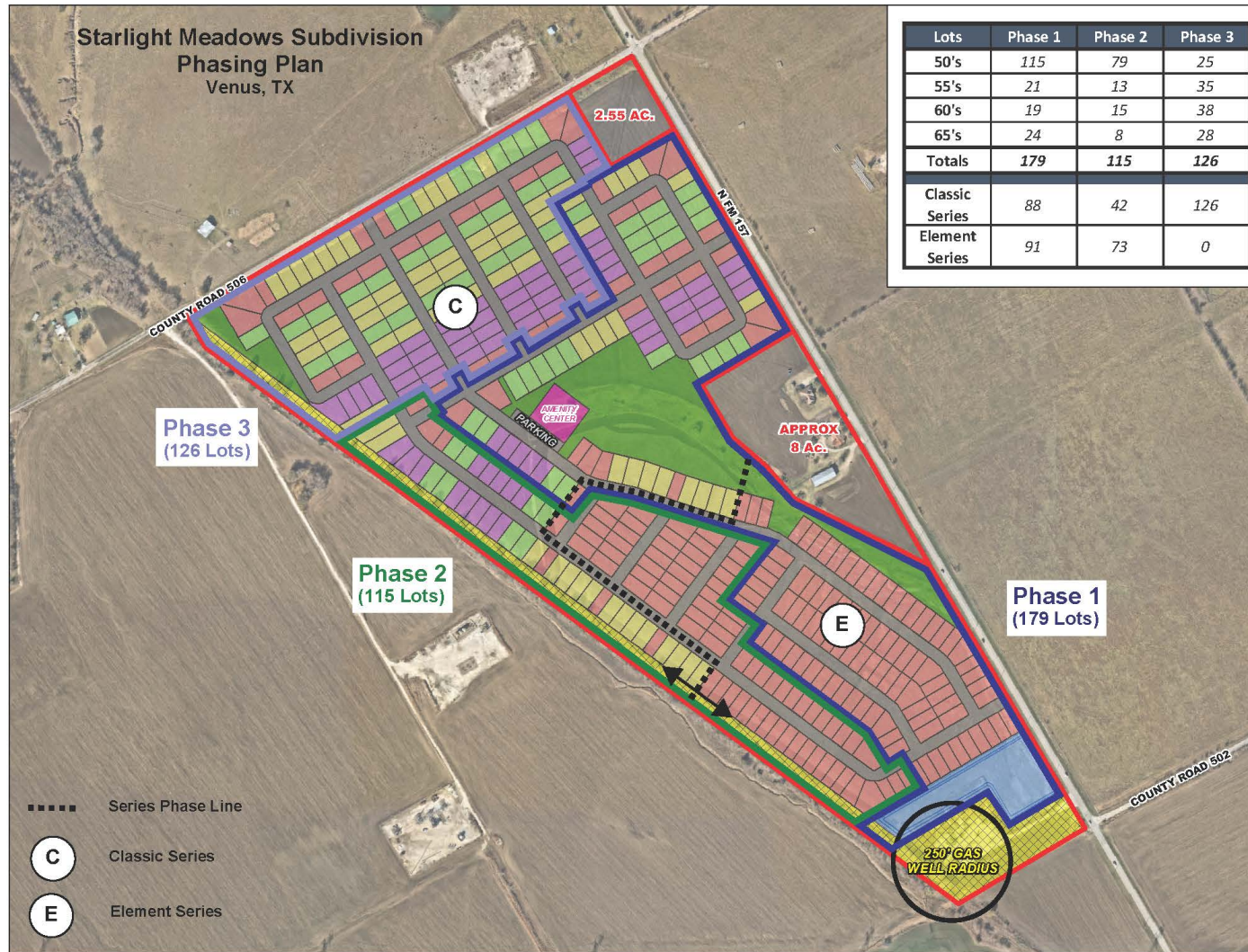
STARLIGHT MEADOWS

Summary

- Beautiful homes
- Approximately \$120,000,000 in property values
- Targeted to first time and move-up homeowners
- Improved open space/park improvements
- Approximately \$500,000 in sales tax on building materials to the City of Venus

STARLIGHT MEADOWS

Concept Plan



VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- Tract
- 50' Lot
- 55' Lot
- 60' Lot
- 65' Lot
- Amenity Center (0.77 Ac.)
- Detention (3.53 Ac.)
- Gas Pipeline/Well (10.56 Ac.)
- Open Space (12.46 Ac.)
- Right-Of-Way (19.69 Ac.)

Note: Lots are 120' deep. Right-of-Way is 50' wide.

PRELIMINARY LAND PLAN 2B

**STARLIGHT MEADOWS
JOHNSON COUNTY, TEXAS**



1 inch = 400 Feet

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JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439

Project Number: XXXXXX-XXXX-XX Date: 12/2/2020 User Name: NJS
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STARLIGHT MEADOWS





**City Council Agenda Item Report
February 8th, 2021**

James Groom, Chief of Police
972-366-3537
jgroom@venuspolice.org

DISCUSS AND CONSIDER:

6.6 Discuss and Consider Resolution No. 42-2021-02 to authorize grant submission for Rifle Resistant Vest grant through the Texas Office of the Governor and to designate City Administrator Andy Wolfe as the grantee's authorized official.

1. BACKGROUND/HISTORY:

The Texas Office of the Governor has offered grants for Rifle Resistant Vests in prior fiscal years since shortly after the 2016 Ambush Shooting in Dallas, Texas which resulted in five officers killed and nine officers injured.

The Venus Police Department previously participated in this grant opportunity in 2018 and secured funding to outfit the officers at that time. The deployment, care, and storage related to these vests are covered under department policy. Since receiving the vests we have had the need to deploy the vests on a couple of occasions and they are a much needed tool when facing a potentially armed and violent suspect.

2. FINDINGS / CURRENT ACTIVITY:

The Venus Police Department needs new vests due to increased staffing and to account for sizing differences in officers who the vests were originally purchased for.

This grant requires ZERO matching funds and has no minimum or maximum funding level. No local city funds will be needed to secure the grant funding.

3. RECOMMENDATIONS:

Staff recommendation is to authorize the resolution due to the need for the vests and that it is a ZERO matching funds required grant.

4. ATTACHMENTS:

Please see the Resolution which is attached to the Web-Based agenda on Community.

	VENUS POLICE DEPARTMENT	
	Policy 13.2 Rifle Resistant Body Armor	
	Effective Date: 01/26/2018	Replaces: NEW
	Approved: <u>Michael Boese</u> Chief of Police	
	Reference:	

I. Purpose

Law enforcement officers are exposed to significant danger from high powered rifles, and ammunition capable of penetrating standard body armor. The Venus Police Department endeavors to provide Rifle Resistant Body Armor for its officers in order to increase officer safety. The purpose of this guideline is to authorize the use of Rifle Resistant Body Armor and to provide guidance for the deployed, care, maintenance, fitting, and storage of the armor, as well as outline the necessary training to ensure proper use of the armor.

II. Policy

The Venus Police Department is committed to maximizing officer safety through the issuance of equipment, training, and policies designed to protect officers. The department allows approved Rifle Resistant Body Armor plates and carriers, both personally owned and provided by the Department, to be carried and used by officers as outlined.

III. Procedures

A. Issuance of Rifle Resistant Body Armor

1. The Venus Police Department will issue rifle resistant body armor when grant funding or other funds are available to purchase this type of equipment.
2. Officers can purchase and use their own Rifle Resistant Body Armor if the department does not have the funds to issue this equipment or if the officer wishes to have a different model of vest that meets departmental standards.
3. If an officer wishes to carry their personally owned Rifle Resistant Body Armor the body armor should meet or exceed NIJ Standard-0101.06, will be of the same color as the currently issued vests, and will have to be approved by the Chief of Police or his designee.
4. Officers who carry personally owned body armor shall comply with all policies related to Rifle Resistant Body Armor.
5. Rifle Resistant Body Armor that is issued by the department shall be adjustable to the size of the officer it is issued to. Officers should follow

	VENUS POLICE DEPARTMENT	
	Policy 13.2 Rifle Resistant Body Armor	
	Effective Date: 01/26/2018	Replaces: NEW
	Approved: <u>Michael Boese</u> Chief of Police	
	Reference:	

manufacturer instructions on properly sizing the outer carrier to their individual size and immediately report any sizing issues to their supervisor.

B. Training Procedures for Rifle Resistant Body Armor

1. Training will be provided to officers when their Rifle Resistant Body Armor is initially issued to them in the following areas:
 - a. Policy related to Rifle Resistant Body Armor
 - b. How to properly size the armor
 - c. Proper procedures for caring for and inspecting the armor
 - d. Attaching gear and setting up the body worn camera mount
 - e. Where to store the armor on and off-duty
 - f. When to deploy the armor
 - g. Practical demonstration of deploying the armor
2. Firearms training provided to officers should incorporate the armor in the following way:
 - a. Policy related to Rifle Resistant Body Armor
 - b. Practical demonstration of deploying the armor
 - c. Firing handguns, rifles, and other department approved weapons while wearing the armor.

C. Care and Inspection of Issued Rifle Resistant Body Armor

1. Officers and supervisors who regularly respond to calls for service or typically provide direct police services to the public shall:
 - a. Have the body armor in a readily accessible area in their patrol vehicle during their shift or other location approved by the Department.
 - b. Make sure that the body armor is properly fitted for themselves and can be put on quickly in an emergency situation.
 - c. Make sure "POLICE" identifiers are affixed properly to the front and back of the vest, a body camera mount is affixed to the body armor, and any other gear affixed to the body armor is in serviceable condition.

	VENUS POLICE DEPARTMENT	
	Policy 13.2 Rifle Resistant Body Armor	
	Effective Date: 01/26/2018	Replaces: NEW
	Approved: <u>Michael Boese</u> Chief of Police	
	Reference:	

- d. Remove the body armor at the completion of their shift and store it in an appropriate place to prevent damage from heat or cold temperatures and theft.
 2. Any member of the department who has been issued Rifle Resistant Body Armor shall inspect their body armor at least once a month for signs of damage including removing the armor plates from the carrier and inspecting the plates.
 3. Any damage or other defects shall be immediately reported to a supervisor so that the armor can be fixed or replaced depending on the issue.
 4. Rifle Resistant Body Armor should be cleaned based on manufacture recommendations.
 - a. Do not use bleach or other harsh chemicals on armor plates.
 - b. Use a damp cloth to wipe off armor plates.
 - c. Outer carriers can be hand washed and air dried after removing equipment and pouches.
- D. Use of Rifle Resistant Body Armor**
1. Rifle Resistant Body Armor should be deployed by officers under the following circumstances:
 - a. Responding to a call involving an active shooter.
 - b. Executing a search warrant or high-risk arrest warrant.
 - c. Responding to a call or any situation that the officer reasonably believes may necessitate additional protection that the Rifle Resistant Body Armor could provide.
 2. Officers should move their body worn camera from their normal uniform mount to the mount on the Rifle Resistant Body Armor when putting on the armor so that the camera can capture video and audio according to the body worn camera policy whenever circumstances allow.
 3. Officers shall remove Rifle Resistant Body Armor as soon as reasonably possible after potential threats have adequately diminished.



RESOLUTION 03-2018-02

WHEREAS, the City Council and Mayor of the City of Venus finds it in the best interest of the citizens of Venus, that the Venus Police Department Rifle Resistant Body Armor Program be operated for the 2018 (Year); and

WHEREAS, the City Council and Mayor of the City of Venus agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Governor's Office Rifle Resistant Body Armor grant application; and

WHEREAS, the City Council and Mayor of the City of Venus agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council and Mayor of the City of Venus, assures that the funds will be returned to the Office of the Governor in full.

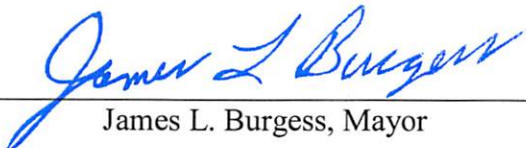
WHEREAS, the City Council and Mayor of the City of Venus, designates Michael Boese, City Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Venus approves submission of the grant application for the Rifle Resistant Body Armor Program to the Office of the Governor, Criminal Justice Division.

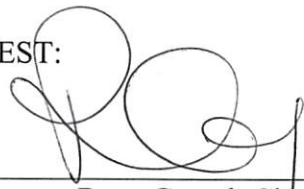
Grant Number: 3490701 Rifle Resistant Body Armor Program

Passed and Approved this 12th day of February 2018.

CITY OF VENUS


James L. Burgess, Mayor

ATTEST:


Rana Gamel, City Secretary



**City Council Agenda Item Report
September 17, 2020**

James Groom, Chief of Police
972-366-3537
jgroom@venuspolice.org

DISCUSS AND CONSIDER:

6.7 - Discussion, consideration, and action as may be appropriate regarding approval of the purchase of Mygov web-based software subscription and authorize the Mayor to sign necessary documents related to this purchase.

1. BACKGROUND/HISTORY:

City of Venus staff began searching for software that would help automate many manual processes, and to better track certain services and processes the City completes.

One of the goals of this search was to provide the public easier access to needed services related to permits, licensing, applications, forms, planning, code enforcement, animal control, open record requests, and work orders.

2. FINDINGS / CURRENT ACTIVITY:

City Staff identified several different potential software vendors and evaluated the available solutions.

One of the major goals was to find a system that incorporated as many different features as possible in one product, so customers and staff only had one login to monitor and one system to learn.

Out of the available options, Mygov was the least expensive option that had the most features under one system.

This software would allow for the following (and much more):

Electronic plans to be submitted paperless where they would enter an automated approval process as they make their way through engineering, inspection, fee collection, and permit issuance.

Code enforcement complaint submitted by a citizen would go to Code Enforcement who would do an inspection of the property documented in the Mygov system, generate warning letters that are automated, remind the officer to conduct a secondary inspection, document outcome of case, and present case in court. Reports can be generated that shows what activities the officer has done in a specific time frame.

Animal Control complaints to be tracked in a similar manner to Code.

Any type of permit (garage sale, food truck, fence, electrical etc) will be able to be applied for online, any applicable inspections scheduled in the system, customer can pay online when the permit is ready, and automated emailing of the permit to the customer upon completion of all steps.

Manage business licenses such as rental registration, alcohol licenses, and alarm permits, and animal registrations. Module notifies license holders when their license is set to expire and allows them to pay online.

A customer can request any number of services such as pothole repair, mowing, meter set, or park maintenance. The request will be forwarded to an employee, supervisor, or department head depending on what is being requested and there will be documentation of how the request was handled. The customer can receive notifications about their request and see what happened throughout the process.

A module to track City Equipment including vehicles, computer hardware, and issued tools and equipment for public works and police department. This module would replace some existing software that currently costs about \$600 a year just to keep track of the police departments fleet and would allow public works and city admin vehicles to be added.

Integrates with our new city website for a seamless experience for the community.

Mygov does integrate with with Incode in some applications which will reduce some duplication of data entry.

3. RECOMMENDATIONS:

Chief spoke to two cities that are currently using mygov, and both highly recommended it.

Chip from Sherman – 20-year customers. Takes about 10 minutes to train new staff on how to navigate and use the software once it is setup. They are using it for many different departments. App or laptop. Time savings/Manpower savings/Money savings

Josh from Burleson – 6-year customers. They love it. Almost went with another company but mygov offered many services that the other did not. Support is wonderful. Most issues are solved in two hours, but they elevate tickets quickly if need be. Never had to wait more than 24 hours for resolution. Easy custom reports for presentations or website

City staff recommendation is to approve the purchase of the mygov system.

4. ATTACHMENTS (Attached to Agenda Item on Community):

- a) Powerpoint Presentation
- b) Mygov Module Descriptions
- c) Mygov Quote



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Building Better Communities

Departments Served

- Building
- Community Development
- Planning & Zoning
- Code Enforcement
- Neighborhood Services
- Public Works
- Fleet and Building Maintenance
- Administration
- City Clerk and City Secretary
- Engineering
- GIS
- Police
- Fire
- Parks and Recreation
- Health

Main Features

- Web Hosted / Secure
- Unlimited - Users, Support, Data Storage, Module Duplication
- 6 Week Install for Custom Applications
- Free eLearning for future staff
- Mobile and Virtual Inspections
- Online Applications and Payments



Core Modules



PERMITS



CODE ENFORCEMENT



BUSINESS LICENSE



WORK ORDER

PERMITS

[visit site](#)

- **Description**

Use this module to track applications, reviews, payments and inspections by location, such as “Building Permits”, “Fence Permits”, “Alarm Systems” and “Special Events”. Allow external contacts to apply online, pay fees, respond to reviews, request inspections and be issued the requested permits using the included Collaborator Portal. The Electronic Plan Review module can be added to seamlessly handle blueprints online.

- **Use Cases**

- Residential Build
- Commercial Build
- Fire Systems
- Mobile Food Trucks
- Electrical
- Excavation
- Alarm Systems
- Demolition
- Mechanical
- Occupancy
- Roof
- Special Events
- Plumbing
- Fence
- Mobile Home
- Driveway

Example - Module Dashboard - Permits

+

Create New Project

HOME

PROJECTS

All

116

Active

75

Requested

24

Expired

17

Expiring

35

Pending Docs

6

Pending Archive

9

Archived

2

Suspended

1

On Hold

0

Manager Load

REVIEWS

INSPECTIONS

INVOICES

TOOLS

Permits & Inspections Overview

Here is your latest activity along with some helpful shortcuts.

My Projects

Your assigned projects.

ACTIVE

59

SUSPENDED

0

ON HOLD

0

My Expiry

Your assigned, expiry projects.

EXPIRES TODAY

0

EXPIRED

8

THIS WEEK

2

My Requests

Your assigned requests on active projects.

DUE TODAY

0

PAST DUE

21

DUE THIS WEEK

0

My Reviews

Your assigned reviews on active projects.

DUE TODAY

0

PAST DUE

17

DUE THIS WEEK

0

My Inspections

Your assigned inspections on active projects.

DUE TODAY

0

PAST DUE

10

DUE THIS WEEK

2

My Inspections Appointments

Your assigned inspections appointments on active projects.

DUE TODAY

0

PAST DUE

12

DUE THIS WEEK

1

My Pending Documents

Your documents that are ready to print.

TO ISSUE

5

TODAY

0

PAST DUE

6

THIS WEEK

0

Example - Project Dashboard - Permits

+

Create New Project

HOME

PROJECTS

All116

Active75

Requested24

Expired17

Expiring35

Pending Docs6

Pending Archive9

Archived2

Suspended1

On Hold0

Manager Load

REVIEWS

INSPECTIONS

INVOICES

TOOLS

Started: 10/06/2020 at 5:48 PM

Elapsed time: 57d 15h 41m

Go back

#20-000102 - Building Permit New (C)

Project Type: Building Permit New (C)

Department: Building Services

Applicant: General Contractor

Project Manager: DevClerk John

Overview

Reviews

Inspections

EPR

Payments

Documents

Updates

Comments

Contacts

ADDRESS

1034 Locust St, Abilene, TX USA 79602

Prop ID: 12349

Details | Activity | Map | Edit

DESCRIPTION

test

Project Steps

Information Fields

Fees

Credentials0

Occupancy Information

Correction Items5

Type: All Steps

All

On

Off

Active

Done

Search for Steps, Users or Status...

STEP 01	Application Request	DevClerk John	Standard	Accepted	
STEP 02	New Building Application Review (C)	DevClerk John	Review	Approved	
STEP 03	Payment Due Plan Review (C)	DevClerk John	Payment	Paid	
STEP 04	Building Review (C)	CBO Jim	Review	Items Required	43
STEP 05	Engineering Review (C)	Engineer Eddie	Review	In Review	
STEP 06	Fire Review (C)	FireMarshall Fran	Review	In Review	

CODE ENFORCEMENT

[visit site](#)

- **Description**

Use this module to track code violations, inspections, abatements, citations, hearings and vehicles related to case work. Create a custom workflow to handle cases, such as “Nuisance”, “Structures”, “Vehicles” and “Zoning”. Allow citizens to easily report issues using the included Request Manager module, which auto-creates a potential violation in the Code Enforcement module. Officers and staff can easily result inspections, generate custom letters, schedule repeat inspections, collect evidence and distribute abatement jobs online using the included Collaborator Portal.

- **Use Cases**

- Illegal Occupation
- Noise
- Zoning
- Unsafe Structure
- Weed Lot
- Dumping
- Illegal Sign
- Junk Vehicles
- Vacant Structure
- Graffiti
- Trash and Debris
- Illegal Construction
- Prohibited Animals

BUSINESS LICENSE

[visit site](#)

- **Description**

Use this module to track licenses and recurring inspections by location, such as “Food and Beverage”, “Alcohol Permits”, “Rental Registrations” and “Fire Alarm Permits”. Allow external contacts to apply online, pay fees and be issued the requested license. License holders receive a notification when their license is about to expire or a key date on their license is expiring, such as “State License”, “Bond” or “Worker’s Comp”. Easily see when a license is expired, on hold or revoked.

- **Use Cases**

- Food Permit
- Alcohol License
- Property Registration
- Rental Registration
- Business License
- Merchant License
- Handgun Permit
- Fire Alarm Permit
- Drainage Fees
- Register Backflow
- Day Care Facilities
- Long Term Facilities
- Drainage Fees
- Register Backflow
- Day Care Facilities
- Long Term Facilities



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WORK ORDER

[visit site](#)

- **Description**

Use this module to track work orders related to your public infrastructure, building maintenance, IT, etc. Create orders with multiple “Jobs” for tracking large projects, such as street repairs, sewer leaks, water line replacements, etc. Associate “Assets” to the order to track asset usage or to conduct maintenance on the asset. Track your budget for each work order category to know total costs for workers, equipment and materials.

- **Use Cases**

- Facility Maintenance
- Fleet Maintenance
- Streets
- Meter
- Park Maintenance
- Pothole / Paving
- Sewer Repair
- Mowing
- Drainage
- Abatements
- Tree and Brush
- Sign / Signal
- Solid Waste
- Meter Set
- Water Repair
- Locates



Expansion Modules



CREDENTIAL MANAGER



LIEN AND COLLECTION



ASSET MANAGEMENT



ELECTRONIC PLAN REVIEW



GIS / MAPPING

CREDENTIAL MANAGER

[visit site](#)

- **Description**

Use this module to track credentials and renewals for your contacts that hold qualifications, such as “General Contractor”, “Roofer”, “Food Handler” and “Solicitor”. Allow external contacts to apply online, pay fees and be issued the requested credential. Credential holders receive a notification when their qualification is about to expire or a key date on their credential is expiring, such as “State License”, “Bond” or “Worker’s Comp”. Easily see when a credential is expired, on hold or revoked. The Credential Manager integrates seamlessly with the Permit module to auto-validate contacts and their ability to submit applications or request inspections.

- **Use Cases**

- General Contractor
- Roofer
- Pool Manager
- Pool Contractor
- Plumber
- Architect
- Food Handler
- Sign Installer
- Electrician
- Engineer
- Solicitor
- Excavator
- HVAC



ASSET MANAGEMENT

[visit site](#)

- **Description**

Use this module to track your assets, asset orders, cost and usage. This is a great way to manage your asset inventory while understanding the cost of maintaining the asset. Start a “Work Order” from an asset and conduct routine or scheduled maintenance. Easily track your budget by asset category to know total costs for equipment and materials.

- **Use Cases**

- Vehicles
- Machinery
- Computer Hardware
- Furniture
- Bridges
- Streets
- Water Distribution
- Wastewater
- Stormwater
- Signs
- Signals
- Buildings
- Stormwater
- Signs
- Signals
- Buildings

ELECTRONIC PLAN REVIEW

[visit site](#)

- **Description**

Use this module to receive electronic plans for projects created in the Permit module. Plan documents such as “Elevations”, “Floor Plans”, “Site Plan” and “Framing” can be submitted online through the included Collaborator Portal. Plans are auto-distributed to the appropriate reviewers where they can open the document, use editing tools, mark corrections, request resubmissions and compare versions. When the document is approved, the reviewer can apply a stamp and signature. All plan documents can be viewed by the agency user and the applicant using a device such as an iPad.

- **Use Cases**

- Site Plan
- Floor Plan
- Elevation
- Fire Suppression
- Foundation
- Framing
- Landscaping
- Electrical
- Plumbing
- HVAC
- Sanitary
- Stormwater
- Irrigation
- Structural
- Lighting



GIS / MAPPING

[visit site](#)

- **Description**

Use this module to view location and assets on a mobile device. The GIS / Mapping module can integrate into modules such as Permits, Code Enforcement, Work Orders and Asset Management. Users can plot daily activity to the map, begin projects from the map and research details about parcels and assets. Users can create layers or consume layers from external sources such as ArcGIS.

- **Use Cases**

- Wastewater
- Parcel
- Zoning
- Street
- Water Distribution
- Stormwater
- Sign and Signal
- Poles
- City Limits
- Historic Areas
- Landmarks
- Flood Plain
- Centerlines
- Council / Ward
- Address Points
- Census Tract

Engagement Modules



REQUEST MANAGER



PUBLIC PORTAL



COLLABORATOR PORTAL



REQUEST MANAGER

[visit site](#)

- **Description**

Use this module to record communications received from contacts related to issues such as “Tall Grass”, “Potholes” and “Open Record Requests”. Citizens can submit complaints from their mobile device by selecting an issue type, identifying a location, providing a description, completing form fields and uploading photos. Citizens receive auto-sent emails upon submittal and can track the status from the Public Portal. Request Manager can be seamlessly integrated into the Code Enforcement and Work Order modules to auto-create a potential violation or service request.

- **Use Cases**

- Open Record Requests
- Noise Complaints
- Building Violations
- Tall Grass
- Trash Pickup
- Junk Vehicles
- Trash in Yard
- Dead Animals
- Traffic Lights
- Potholes
- Illegal Dumping
- Fallen Trees
- Park Maintenance
- Employment
- Compliments



PUBLIC PORTAL

[visit site](#)

- **Description**

Use these website landing pages to engage citizens and provide lookup capabilities for actions the agency is taking. Landing pages and features are provided with a unique URL to allow the agency to link the pages to their website. Citizens can search addresses, view available project applications, estimate fees, download reports and obtain a Collaborator Portal Logon.

- **Use Cases**

- Apply for Permit
- Citizen Engagement
- Estimate Fees
- Knowledge Base
- Report Download
- GIS View
- Request Lookup
- Credential Types
- License Types
- Address Lookup
- Permit Listing
- Violation List
- Report Violation
- Lien Research
- Lien Payoff
- Report Subscription



COLLABORATOR PORTAL

[visit site](#)

- **Description**

Use these website landing pages to engage citizens and provide lookup capabilities for actions the agency is taking. Landing pages and features are provided with a unique URL to allow the agency to link the pages to their website. Citizens can search addresses, view available project applications, estimate fees, download reports and obtain a Collaborator Portal Logon.

- **Use Cases**

- Mobile Client Use
- Business License
- Construction Permit
- Trade Permits
- Online Permits
- Online Renewal
- Register Contractor
- Online Payments
- Plan Upload
- Review Results
- Inspection Results
- Plan Resubmit
- Special Event Permit
- Abatement Jobs
- Online Applications
- Document Upload



Proposal - Venus, TX

- **Proposal - [Link](#)**
- **Modules**
 - Core: Business License, Permits, Code Enforcement, Work Order
 - Expand: Asset Management, Credential Manager, Electronic Plan Review, GIS,
 - Engage: Request Manager, Public Portal, Collaborator Portal
- **Fees**
 - Total - \$26,477
 - Annual Subscription Fee - \$20,160
 - One Time Fees - \$6,317
 - Module Setup - \$3,629 & Online Training - \$2,688
- **Rate Changes**
 - MyGov pricing is easy. You get unlimited users, projects, data and support with your paid annual subscription. There are no other annual costs. Cost increases occur every two years with the goal of keeping increases under 5%.

Example Training Plan - 6 Week

- **Implementation Plan**

- Week 1 - Getting Started Week
- Week 2 - Required Items Week
- Week 3 - MyGov Module Setup Week
- Week 4 - Online Training Week - Module Admin
- Week 5 - Online Training Week - End User
- Week 6 - GoLive Week



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Building Better Communities

Questions?



Where We Were



Where We Are

Module Descriptions

The [MyGov Software Portfolio](#) is a web-based system which helps government agencies build, administer, enforce and maintain safe and well-organized communities. The MyGov modules are built from the user's perspective, providing connection between MyGov modules and other software products such as finance, GIS, codification, meeting and website solutions. Below are descriptions of the currently available MyGov modules.

Core Modules

PERMITS [visit site](#)

Use this module to track applications, reviews, payments and inspections by location, such as "Building Permits", "Fence Permits", "Alarm Systems" and "Special Events". Allow external contacts to apply online, pay fees, respond to reviews, request inspections and be issued the requested permits using the included Collaborator Portal. The Electronic Plan Review module can be added to seamlessly handle blueprints online.

Use Cases

- Residential Build
- Commercial Build
- Fire Systems
- Right of Way
- Electrical
- Excavation
- Alarm Systems
- Demolition
- Mechanical
- Occupancy
- Roof
- Special Events
- Plumbing
- Fence
- Mobile Home
- Driveway

CODE ENFORCEMENT [visit site](#)

Use this module to track code violations, inspections, abatements, citations, hearings and vehicles related to case work. Create a custom workflow to handle cases, such as "Nuisance", "Structures", "Vehicles" and "Zoning". Allow citizens to easily report issues using the included Request Manager module, which auto-creates a potential violation in the Code Enforcement module. Officers and staff can easily result inspections, generate custom letters, schedule repeat inspections, collect evidence and distribute abatement jobs online using the included Collaborator Portal.

Use Cases

- Tall Grass
- Illegal Occupation
- Noise
- Zoning
- Unsafe Structure
- Weed Lot
- Dumping
- Illegal Sign
- Junk Vehicles
- Vacant Structure
- Graffiti
- Trash and Debris
- Illegal Construction
- Prohibited Animals
- Inoperable Vehicle
- Dilapidated Fence

WORK ORDER [visit site](#)

Use this module to track work orders related to your public infrastructure, building maintenance, IT, etc. Create orders with multiple “Jobs” for tracking large projects, such as street repairs, sewer leaks, water line replacements, etc. Associate “Assets” to the order to track asset usage or to conduct maintenance on the asset. Track your budget for each work order category to know total costs for workers, equipment and materials.

Use Cases

- Facility Maintenance
- Fleet Maintenance
- Streets
- Meter
- Park Maintenance
- Pothole / Paving
- Sewer Repair
- Mowing
- Drainage
- Abatements
- Tree and Brush
- Sign / Signal
- Solid Waste
- Meter Set
- Water Repair
- Locates

BUSINESS LICENSE [visit site](#)

Use this module to track licenses and recurring inspections by location, such as “Food and Beverage”, “Alcohol Permits”, “Rental Registrations” and “Fire Alarm Permits”. Allow external contacts to apply online, pay fees and be issued the requested license. License holders receive a notification when their license is about to expire or a key date on their license is expiring, such as “State License”, “Bond” or “Worker’s Comp”. Easily see when a license is expired, on hold or revoked.

Use Cases

- Food Permit
- Alcohol License
- Property Registration
- Rental Registration
- Business License
- Merchant License
- Handgun Permit
- Fire Alarm Permit
- Drainage Fees
- Register Backflow
- Day Care Facilities
- Long Term Facilities
- Annual Sign
- Home Business
- Annual Pool / Spa
- Right of Way Permit

Expand Modules

CREDENTIAL MANAGER [visit site](#)

Use this module to track credentials and renewals for your contacts that hold qualifications, such as “General Contractor”, “Roofer”, “Food Handler” and “Solicitor”. Allow external contacts to apply online, pay fees and be issued the requested credential. Credential holders receive a notification when their qualification is about to expire or a key date on their credential is expiring, such as “State License”, “Bond” or “Worker’s Comp”. Easily see when a credential is expired, on hold or revoked. The Credential Manager integrates seamlessly with the Permit module to auto-validate contacts and their ability to submit applications or request inspections.

Use Cases

- General Contractor
- Plumber
- Electrician
- HVAC
- Roofer
- Architect
- Engineer
- Surveyor
- Pool Manager
- Food Handler
- Solicitor
- Fence Installer
- Pool Contractor
- Sign Installer
- Excavator
- Fire Sprinkler

ELECTRONIC PLAN REVIEW [visit site](#)

Use this module to receive electronic plans for projects created in the Permit module. Plan documents such as “Elevations”, “Floor Plans”, “Site Plan” and “Framing” can be submitted online through the included Collaborator Portal. Plans are auto-distributed to the appropriate reviewers where they can open the document, use editing tools, mark corrections, request resubmissions and compare versions. When the document is approved, the reviewer can apply a stamp and signature. All plan documents can be viewed by the agency user and the applicant using a device such as an iPad.

Use Cases

- Site Plan
- Floor Plan
- Elevation
- Fire Suppression
- Foundation
- Framing
- Landscaping
- Electrical
- Plumbing
- HVAC
- Sanitary
- Stormwater
- Irrigation
- Structural
- Lighting
- Accessibility

GIS / MAPPING [visit site](#)

Use this module to view location and assets on a mobile device. The GIS / Mapping module can integrate into modules such as Permits, Code Enforcement, Work Orders and Asset Management. Users can plot daily activity to the map, begin projects from the map and research details about parcels and assets. Users can create layers or consume layers from external sources such as ArcGIS.

Use Cases

- Wastewater
- Parcel
- Zoning
- Street
- Water Distribution
- Stormwater
- Sign and Signal
- Poles
- City Limits
- Historic Areas
- Landmarks
- Flood Plain
- Centerlines
- Council / Ward
- Address Points
- Census Tract

LIEN AND COLLECTION [visit site](#)

Use this module to track property or tax liens. Auto-populate liens from abatements performed in Code Enforcement. Know how much is outstanding for a particular property or your entire agency. Generate payoff estimates for closings and future payoffs. Allow clients, such as realtors and developers, to easily lookup how much is outstanding on a property.

Use Cases

- Demolition
- Lot Cleaning
- Mowing
- Real Property
- Delinquent Utilities
- Capital Charges
- Environmental
- Property Tax
- Board & Secure
- Vacant Property
- Judgments
- Graffiti

ASSET MANAGEMENT [visit site](#)

Use this module to track your assets, asset orders, cost and usage. This is a great way to manage your asset inventory while understanding the cost of maintaining the asset. Start a "Work Order" from an asset and conduct routine or scheduled maintenance. Easily track your budget by asset category to know total costs for equipment and materials.

Use Cases

- Vehicles
- Machinery
- Computer Hardware
- Furniture
- Bridges
- Streets
- Water Distribution
- Wastewater
- Stormwater
- Signs
- Signals
- Buildings
- Parks Equipment
- Petroleum
- Oil / Filters
- Repair Parts

Engage Modules

All MyGov accounts include three engagement modules, making online connections with citizens and customers a simple process. Engagement modules are fully mobile and serve as the primary conduit for contacts to connect with the agency.

REQUEST MANAGER [visit site](#)

Use this module to record communications received from contacts related to issues such as “Tall Grass”, “Potholes” and “FOIA Requests”. Citizens can submit complaints from their mobile device by selecting an issue type, identifying a location, providing a description, completing form fields and uploading photos. Citizens receive auto-sent emails upon submittal and can track the status from the Public Portal. Request Manager can be seamlessly integrated into the Code Enforcement and Work Order modules to auto-create a potential violation or service request.

Use Cases

- FOIA Requests
- Noise Complaints
- Building Violations
- Tall Grass
- Trash Pickup
- Junk Vehicles
- Trash in Yard
- Dead Animals
- Traffic Lights
- Potholes
- Illegal Dumping
- Fallen Trees
- Park Maintenance
- Employment
- Compliments
- Illegal Occupation

PUBLIC PORTAL [visit site](#)

Use these landing pages to engage citizens and provide lookup capabilities for actions the agency is taking. Landing pages and features are provided with a unique URL to allow the agency to link the pages to their website. Citizens can search addresses, view available project applications, estimate fees, download reports and obtain a Collaborator Portal Logon.

Use Cases

- Apply for Permit
- Citizen Engagement
- Estimate Fees
- Knowledge Base
- Report Download
- GIS View
- Request Lookup
- Credential Types
- License Types
- Address Lookup
- Permit Listing
- Violation List
- Report Violation
- Lien Research
- Lien Payoff
- Report Subscription

COLLABORATOR PORTAL [visit site](#)

Provide the online Collaborator Portal to clients allowing them to work online with the agency related to activities in the Permit, Code Enforcement, Credential Manager and Business License modules. Contacts are able to submit applications, upload plans, request inspections, pay fees and respond to reviews. Contacts can also manage their Credentials, Licenses and Abatement Jobs using their mobile device. Collaborators working with multiple agencies using the MyGov software perform all of their work from a single login.

Use Cases

- Mobile Client Use
- Business License
- Construction Permit
- Trade Permits
- Online Permits
- Online Renewal
- Register Contractor
- Online Payments
- Plan Upload
- Review Results
- Inspection Results
- Plan Resubmit
- Special Event Permit
- Abatement Jobs
- Online Applications
- Document Upload

Subscription Proposal

Proposal For: James Groom
City of Venus, TX
700 W. HWY 67
Venus, Texas 76084
972-366-3348
jgroom@venuspolice.org

MyGov Contact: Tim Koeshall
Account Manager
P.O. Box 5861
Norman, OK 73070
(866) 332-4558 x4
tim@mygov.us

	Annual Subscription Fees		One-Time Fees	
CORE	Business License	\$3,360	Configure - Module Setup	\$3,629
	Code Enforcement	\$3,360	Coach - On-Line Training	\$2,688
	Permits	\$3,360	Detailed Install - 6 Week	Included
	Work Order	\$3,360		
EXPAND	Asset Management	\$1,680		
	Credential Manager	\$1,680		
	Electronic Plan Review	\$1,680		
	GIS / Mapping	\$1,680		
	Lien and Collection	N/A		
ENGAGE	Request Manager	Included		
	Collaborator Portal	Included		
	Public Portal	Included		
	Total	\$20,160	Total	\$6,317
				(Rates subject to annual increases)
ANNUAL + ONE-TIME FEES				\$26,477

Please complete the information below, then email to sales@mygov.us. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature:

Printed Name:

Title:

Date:

Email:

My Desired "Go-Live" Date Is ...



City Council Agenda Item Report
February 8, 2021
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org

**DISCUSS AND PROVIDE DIRECTION TO CITY STAFF REGARDING CAPITAL
 IMPROVEMENT PROJECTS TO BE FUNDED BY 2018 BOND PROCEEDS**

1. BACKGROUND/HISTORY:

On June 13, 2018, the City issued \$4,500,000 in combination tax and revenue bonds, and the bond proceeds were deposited into the Capital Projects Fund - 2018 Bond account. The \$4,500,000 was split between the City's General Fund and Water/Sewer Fund and spent as follows:

	General Fund	W/S Fund	Total
Bond Proceeds	\$ 2,500,000	\$ 2,000,000	\$ 4,500,000
<u>Capital Projects</u>			
1-Bulldog/Student Dr/8th St	(1,737,365)		(1,737,365)
2-New City Hall Purchase	(762,635)	(441,192)	(1,203,827)
3-Main Lift Station Generator & ATS		(4,174)	(4,174)
4-12" Water Line (FM 157)		(4,306)	(4,306)
5-Brahman Ranch WTPP		(7,861)	(7,861)
6-Ground Storage Tank Rehab		(42,467)	(42,467)
Total Capital Projects	(2,500,000)	(500,000)	(3,000,000)
Remaining Bond Proceeds	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>

On November 22, 2019, City Council approved a development agreement committing \$1,500,000 of the 2018 bond proceeds to be used to design, construct, and install a wastewater treatment package plant (WTPP) in the Brahman Ranch residential/commercial development. The developer also contributed \$500,000 to this project which was deposited into the 2018 Bonds Fund.

Upon approval of the development agreement, Project 3 (above) was put on hold, and Project 4 (above) was moved to the Water/Sewer Fund to be completed using water/sewer revenue.

2. FINDINGS / CURRENT ACTIVITY:

The Brahman Ranch WTPP is still under construction. It has since been determined that a permanent sewer line will be necessary due to the growing size of the development making the WTPP a temporary solution until a sewer line can be constructed. Due to the temporary nature, management has also determined that renting/leasing a WTPP is a better option. Instead of spending \$2,000,000 and owning a WTPP, the City can lease one for five (5) years at a cost of \$840,000 (\$14,000 per month x 5 years). The first thirty-six (36) lease payments (through June 2024) will be funded from the \$500,000 contributed by the developer. The remaining twenty-four (24) lease payments (through June 2026) totaling \$340,000* must be funded by the City's Water/Sewer Fund for two reasons – lease payments are not an approved bond expenditure, and all bond funds must be spent by June 2023.

Federal regulations require that eighty-five percent (85%) of bond proceeds be spent within three (3) years (by June 13, 2021), and 100% of bond proceeds must be spent within five (5) years (by June 13, 2023). **This means the City must expend \$825,000 in bond proceeds by June 13, 2021, and expend \$675,000 of the remaining \$1,500,000 in bond proceeds by June 13, 2023.**

The City's bond counsel, financial advisors, and City attorney are currently working with the Brahman Ranch developer to amend the original development agreement releasing the City's commitment to spend the 2018 bond proceeds on the WTPP so that the City can comply with federal regulations. The revised development agreement will be brought to City Council for approval at the March 8th council meeting. At the same meeting, City staff will request a revision to amend the FY 20-21 budget to spend the 2018 bond proceeds on eligible capital improvement projects. **To meet the June 13, 2021 deadline, City staff is requesting direction from City Council now instead of waiting another month to start work.**

3. RECOMMENDATIONS

Management recommends the following eligible projects:

Main Lift Station Generator & ATS	\$ 300,000	(project on hold since November 2019)
12" Water Line (FM 157)	300,000	(budgeted in Water/Sewer Fund in FY 20-21)
City Hall Sewer Line	250,000	(replaces failing septic system)
Total (meets June 13, 2021 deadline)	<u>\$ 850,000</u>	
Water SCADA System	\$ 100,000	(estimate for entire system)
Water Meter Replacement Project	100,000	(estimate includes third-part contracting)
Engineering-Brahman Ranch Sewer Line	150,000	(estimate includes planning & design phases)
City Hall Renovations (Exterior)	150,000	(estimate for parking lot, signs, siding, landscaping)
City Hall Renovations (Interior)	150,000	(estimate for flooring, workstations, office space)
Total (meets June 13, 2023 deadline)	<u>\$ 650,000</u>	

*Funding the 12" water line with bond proceeds eliminates FY 20-21 budgeted capital outlay expenditures in the Water/Sewer Fund. The Water/Sewer fund balance at year end will increase by \$300,000. This increase may be used in future years to make the estimated monthly lease payments on the WTPP after developer funds are exhausted.

4. ATTACHMENTS:

Page 7 of 2018 CO Bonds Official Statement – Use of Proceeds

OFFICIAL STATEMENT
RELATING TO
\$4,400,000
CITY OF VENUS, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018

INTRODUCTION

This Official Statement, which includes the Appendices hereto, provides certain information regarding the issuance of \$4,400,000 City of Venus, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018 (the "Obligations"). Capitalized terms used in this Official Statement have the same meanings assigned to such terms in the ordinance to be adopted on the date of sale of the Obligations (the "Certificate Ordinance" or "Ordinance") which will authorize the issuance of the Obligations, except as otherwise indicated herein.

DESCRIPTION OF THE CITY . . . The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State as a Type A general law municipality with a City council composed by the Mayor and five Councilmembers. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and five Councilmembers elected for staggered three year terms. The City Administrator is the Chief Administrative Officer for the City. Some of the services that the City provides are: public safety (police and fire protection), streets, water and sanitary sewer utilities, planning and zoning, and general administrative services. The 2010 Census population for the City was 2,960, while the estimated 2018 population is 3,730. The City covers approximately 3.5 square miles.

There follows in this Official Statement descriptions of the Obligations and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such documents. Copies of such documents may be obtained from the City's Financial Advisor, Hilltop Securities Inc., Dallas, Texas (the "Financial Advisor").

PLAN OF FINANCING

PURPOSE . . . Proceeds from the sale of the Obligations will be used for (i) constructing, reconstructing and improving streets, roads, sidewalks and alleys, including bridges and intersections, street overlay, landscaping, lighting, signalization, traffic safety and operational improvements, culverts and related storm drainage and utility relocation; (ii) acquiring, constructing, and equipping additions, improvements, extensions, and equipment for the City's waterworks and sewer system, including a sewer treatment plant, backup generator, and water lines; (iii) acquiring, constructing, improving, renovating and equipping existing municipal buildings, including City Hall, police department, and fire department; and (iv) paying legal, fiscal, architectural and engineering fees in connection with these projects, with any surplus proceeds to be used for (v) improvements at Venus Town Square, including repairing or replacing the gazebo.

USE OF PROCEEDS . . . The proceeds from the sale of the Obligations will be applied approximately as follows:

SOURCES OF FUNDS

Par Amount of Certificates	\$ 4,400,000.00
Premium	239,222.65
TOTAL SOURCES	<u><u>\$ 4,639,222.65</u></u>

USES OF FUNDS

Deposit to Project Fund	\$ 4,500,000.00
Underwriter's Discount	35,519.47
Costs of Issuance ⁽¹⁾	103,703.18
TOTAL USES	<u><u>\$ 4,639,222.65</u></u>

(1) Includes insurance premium.



City Council Minutes

Wednesday, February 17, 2021 at 7:00 PM

Venus Council Chambers

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

Mayor Burgess called the meeting to order at 7:27 p.m., gave the invocation and lead the Pledge of Allegiance.

Councilmembers present: James Burgess, Linda Harris, Jeanie Scott, Geronimo Hernandez and Phyllis Lewis.

Councilmembers absent: Jeannie Prazak

Staff present: Andy Wolfe, Cheryl Estes, Callie Green and James Groom.

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.

No announcement

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.

No public comments.

4. Public Hearing and Consideration Items

- 4.1. Discussion, consideration and action as may be appropriate regarding Ordinance No.720-2021-02 declaring the unopposed candidates for the City Council Place 1, City

Council Place 2, and the Mayor, as elected; cancelling the May 1, 2021, general election and finding and determining that the meeting at which this Ordinance was adopted was open to the public as required by law.

[Ord Cancelling the general election May 1 2021 v2.docx](#) 

[CERTIFICATION OF UNOPPOSED CANDIDATES.docx](#) 

I make a motion to approve Ordinance No. 720-2021-02

Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

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

5. **Adjournment**

Mayor Burgess adjourned the meeting at 7:30 p.m.

Mayor

City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,178.80
			TMRS RETIREMENT	3,001.50
			TMRS RETIREMENT	3,174.99
			TMRS RETIREMENT	3,191.14
		U. S. TREASURY	IRS CHK RECEIVED FOR SAME	4,534.71
			FEDERAL WITHHOLDING	3,531.10
			FEDERAL WITHHOLDING	3,455.48
			FICA WITHHOLDING	2,632.26
			FICA WITHHOLDING	2,646.51
			MEDICARE WITHHOLDING	615.57
			MEDICARE WITHHOLDING	618.93
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	251.54
			CASE #0011334214-11305	251.54
			CASE ID 0010216557	207.69
			CASE ID 0010216557	207.69
			CASE ID 0012061075	192.00
			CASE ID 0012061075	192.00
			CASE ID 0010420256	200.77
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	352.16
			UNUM VOL LIFE 2021-03	313.65
			UNUM COBRA PREMIUMS - KING	30.72
		TRISTEM LTD	35% ONCOR AUDIT PAYMENT	611.17
		CITIBANK	GROOM	3,448.87
			WOLFE	978.91
			ESTES	2,621.88
			COKER	3,805.78
			GREEN	29.28
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C CIGNA HEATHCARE	CITIBANK PAID WITH CHK 349	10,884.72-
			COURT COLLECTION FEES	153.60
			CIGNA HEALTH 2021-02	5,475.66
			CIGNA HEALTH 2021-02	1,417.82
			TOTAL:	40,974.00
PLANNING & DEVELOPMENT GENERAL FUND		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	475.71
			TMRS RETIREMENT	167.99
			TMRS RETIREMENT	157.11
			TMRS RETIREMENT	157.11
		U. S. TREASURY	FICA WITHHOLDING	78.97
			FICA WITHHOLDING	78.97
			MEDICARE WITHHOLDING	18.47
			MEDICARE WITHHOLDING	18.47
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	86.27
			UNUM LIFE/STD/LTD 2021-03	83.48
		MIDLOTHIAN MIRROR	P&Z MEETING	168.48
		CITIBANK	VISTAPRINT-ANGELA SHELLEY	24.50
		JOEL DAUGHERTY	PATRIOT ESTATES PH 8	4,360.00
			PATRIOT ESTATES PH 6B	520.00
			HH/LGI SEWER FORCE MAIN	780.00
			PATRIOT ESTATES GAS STATIO	860.00
			HH/LGI SEWER FORCE MAIN	120.00
			PATRIOT ESTATES GAS STATIO	340.00
			PATRIOT ESTATES PH 8	840.00
			PATRIOT ESTATES PH 6B	120.00
			PALLADIUM APARTMENTS	100.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BUREAU VERITAS NORTH AMERICA, INC	BRAHMAN RANCH	440.00
			410 COTTON BEND TRL	470.25
			132 WASHINGTON WAY	160.00
			120 YORKTOWN CT	160.00
			150 CLIFF RIDGE LN	600.00
			305 NEWFIELD ST	76.92
			303 VISTA RIDGE DR	76.92
			404 W 5TH ST	200.00
			112 LADY BIRD CT	653.37
			114 LADY BIRD CT	142.35
			117 LADY BIRD CT	690.33
			115 LADY BIRD CT	690.33
			113 LADY BIRD CT	653.37
			111 LADY BIRD CT	707.13
			208 HICKORY	1,039.77
			206 S HICKORY	982.65
			101 HOUSTON PL	76.92
			309 FRANKLIN LN	160.00
			310 MEADOW RIDGE DR	160.00
			203 S WALNUT	76.92
			130 OCELOT LN.	76.92
			1005 SAVANH ST	160.00
			108 S MAIN	400.00
			507 W 5TH ST	76.92
			20 BULLDOG DR	500.00
			1 BULLDOG DR	500.00
			203 S. WALNUT	150.00
			203 S WALNUT	150.00
			14 BULLDOG DR	500.00
			113 CROCKETT WAY	76.92
			221 TIGER RIDGE	600.00
			462 EHWY 67	150.00
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	1,804.15
		MESSER, ROCKEFELLER, & FORT , PLLC	ANNEXATION/ZONING	1,581.00
			JMJ DEVELOPMENT	741.00
			BANKSTON ANNEXATION	162.24
			BANKSTON ANNEXATION	232.50
			STARLIGHT MEADOWS	740.50
			JMJ - BERKOWITZ	180.00
			JMJ - GRIFFIN	180.00
			JMJ - JOHNSTON	90.00
			JMJ - NORTHSTAR	900.00
			JMJ-JOHNSTON	90.00
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	1,854.16
			TOTAL:	29,669.07
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	784.69
			TMRS RETIREMENT	836.33
			TMRS RETIREMENT	810.51
			TMRS RETIREMENT	810.51
		U. S. TREASURY	FICA WITHHOLDING	451.13
			FICA WITHHOLDING	451.12
			MEDICARE WITHHOLDING	105.51
			MEDICARE WITHHOLDING	105.51
		KINGS GATE	CRASH & RECOVERY-BADGE SYS	531.25
		FRONTIER ACCESS LLC	CITY HALL TRASH	89.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS	CITY HALL MATS	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
		BROADVOICE	BROADVOICE PH	155.09
			EFAX	25.00
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	119.53
			UNUM LIFE/STD/LTD 2021-03	132.14
		LORETTA S. MILLER	CLEANING 2/3/2021	125.00
			CLEANING SERVICE 2/10/2021	125.00
			CITY HALL CLEANING	125.00
			CITY HALL	125.00
		AMERIFLEX	HRA ADMIN FEES 26 EMP @ \$5	130.00
		MIDLO H2O	8 - 5G JUGS	60.00
		XEROX USAGE	804 @ 0.04500/COLOR	36.18
			1240 @ 0.0050 / B&W	6.20
			855 @ 0.0050 /B & W	4.28
			1468 @ .04500 /COLOR	66.06
			1703 @ 0.0050 B/W	8.51
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
			CAT6 LINE INSTALLATION	580.00
			CABLE ENCLOSURE W/BOX	60.00
			ON SITE PURCHASE	50.00
		WALMART	BREAKROOM/CLEANING SUPPLIE	92.92
		MIDLOTHIAN MIRROR	DEPOSITORY SERVICES	106.08
		ELLIS CENTRAL APPRAISAL DISTRICT	2ND QTR FEE	768.11
			3RD QTR FEE	768.11
			4TH QTR FEE	768.11
		JOHNSON COUNTY ELECTIONS OFFICE	NOVEMBER 2020 ELECTION	3,922.36
		MUNICIPAL CODE CORPORATION	ONLINE HOSTING ORDINANCE B	675.00
		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	STATE PURCHASING COOP	100.00
		CITIBANK	AMAZON-SERVICE AWARDS-POLI	99.80
			AMAZON-TREADMILL FOR GYM	672.92
			AMAZON-TRICEP PULL DOWN RO	17.99
			AMAZON-NAMPLATES FOR COUNC	130.82
			OFFICE DEPOT-CALLIE OFFICE	104.90
			SHRED AMERICA-DOCUMENT DES	480.00
			UPCURVE-GOOGLE G SUITE BUS	433.48
			DRY CLEAN-TABLECLOTHS AFTE	84.05
			ADOBE-MONTHLY SUBSCRIPTION	215.92
			UATTEND-TIMECLOCK	87.68
			USPS-BRAHMAN RANCH PID DOC	34.10
			SHRM-LABOR LAW POSTERS 3 Y	394.40
			IPMA-HR CITY MEMBERSHIPS H	417.00
			FMCSA D&a CLEARINGHOUSE-PR	12.50
			REPLACEMENT PADS	29.28
			DELL-LAPTOP FOR COUNCIL ME	775.52
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	14.17
		CAREFLITE	TRACY WELLS: NEW EMPLOYEE	12.00
			ROBYN FLAGG	12.00
			SHARON MEYERS	12.00
			JOEL DOUGHERTY	12.00
		WEX BANK	ADMIN FUEL	116.72
		GEXA ENERGY	50% CH / AUXILARY	422.02
		CARENOW CORPORATE	T. WELLS NEW HIRE PRESCREE	128.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	2,438.56
		MESSER, ROCKEFELLER, & FORT , PLLC	GENERAL COUNSEL	2,161.50
			GENERAL COUNSEL	2,452.00
			JOHNSON CO LAWSUIT	57.00
			JOHNSON CO LAWSUIT	57.00-
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>10,891.21</u>
			TOTAL:	37,794.69
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	2,738.16
			TMRS RETIREMENT	2,769.02
			TMRS RETIREMENT	2,981.58
			TMRS RETIREMENT	2,963.14
		U. S. TREASURY	FICA WITHHOLDING	1,612.75
			FICA WITHHOLDING	1,601.97
			MEDICARE WITHHOLDING	377.15
			MEDICARE WITHHOLDING	374.66
		TARRANT COUNTY COLLEGE - CJ TRAINING C	CRIME SCENE TRAINING	225.00
		GOT YOU COVERED WORKWEAR & UNIFORMS	UNIFORMS-MARTINEZ	120.94
			UNIFORMS - YATES	166.21
			UNIFORMS - MARTINEZ	129.49
			UNIFORMS - GORDON	294.97
			GROOM	59.99
		AT&T MOBILITY	DEC 20-JAN 19 CELL PHONE	603.66
		KINGS GATE	CRASH & RECOVERY-BADGE SYS	531.25
		BROADVOICE	BROADVOICE PH	155.08
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	589.22
			UNUM LIFE/STD/LTD 2021-03	516.69
		LORETTA S. MILLER	CLEANING 2/3/2021	125.00
			CLEANING SERVICE 2/10/2021	125.00
			POLICE	125.00
			POLICE	125.00
		COURIE BRYANT	JOEL BARRON BACKGROUND INV	280.00
			FILE REVIEW	79.20
		XEROX USAGE	593 @ 0.0050 B/W	7.89
		H & E AUTO INC	#4307 OIL CHANGE	45.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		DONALDSON WELLNESS CENTER	T WELLS PRE-EMPLOYMENT EXA	175.00
		VENUS AUTO PARTS LLC	BULBS AND SILICONE	28.64
			KEYS FOR ACS TRUCK	2.19
		SYMBOL ARTS	YATES SGT. BADGE	105.00
			BADGES	457.50
		MARSCHALL FIRE & SAFETY	REFILL FIRE EXTINGUISHER	46.00
		VENUS MOBILE 1	UNIT 3607	10.00
			TIRE PLUG 6795	10.00
		CITIBANK	BOUNDTREE MEDICAL-MEDICAL	11.04
			VISTAPRINT-MANDUJANO BUSIN	26.49
			VISTAPRINT-WELLS BUSINESS	33.00
			AMAZON-VEHICLE PARTS	101.80
			TX.GOV VEHICLE REGISTRATIO	6.00
			JOHN CO TAX- VEHICLE REGIS	24.75
			BOUND TREE-MEDICAL SUPPLIE	207.98
			AMAZON-ID CARD SUPPLIES	29.99
			AMAZON-ID CARD SUPP/PENS/D	225.69
			AMAZON-ID CARD SUPP/PENS/D	11.56
			FBI LEEDA - TRAINING CLASS	695.00
			BLAUER- UNIFORMS	143.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AMAZON-BATTERIES	124.89
			AMAZON-RJ45 CONNECTORS	7.99
			TX CRIME PREVE-MEMBERSHIP	30.00
			AMAZON-RJ45 CRIMPER TOOL	28.95
			TEEX-TRAINING CLASS	25.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	14.16
		WEX BANK	POLICE FUEL	1,958.05
			MONTHLY SERVICE FEE	4.99
			REBATE	80.54-
		GEXA ENERGY	OLD PD/ 50% CH	505.31
		FRONTIER COMMUNICATIONS	PD FAX LINE	91.45
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	11,728.43
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>37,232.16</u>
			TOTAL:	74,627.45
CODE ENFORCE/ANIMAL CO GENERAL FUND		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	180.70
			TMRS RETIREMENT	179.26
		U. S. TREASURY	FICA WITHHOLDING	89.76
			FICA WITHHOLDING	88.92
			MEDICARE WITHHOLDING	20.99
			MEDICARE WITHHOLDING	20.79
		AT&T MOBILITY	CODE/ANIMAL CELL PHONE	56.10
		QUICKWAY SIGNS	CITY LOGO DECALS FOR CODE/	40.00
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	45.62
			UNUM LIFE/STD/LTD 2021-03	19.01
		H & E AUTO INC	TUNE UP, DOOR & BOX REPAIR	700.00
		FTDJ, LLC	WINDOWS 10 PRO UPGRADE	199.00
		TEXAS DEPARTMENT OF STATE HEALTH SERVI	ACO TRAINING MANUAL	40.00
		STAPLES CREDIT PLAN	MICROSOFT SURFACE PRO	1,299.99
		VENUS AUTO PARTS LLC	ANIMAL SERVICES BULBS	4.98
		WALMART	BLEACH	11.32
		MARSHALL FIRE & SAFETY	ANIMAL SERVICES FIRE EXTIN	23.00
		GUADALAJARA TIRES	TIRE REPAIR - AC TRUCK	10.00
		VENUS MOBILE 1	STATE INSPECTION-2006 FORD	25.50
		CITIBANK	VISTAPRINT-COKER BUSINESS	25.99
			INT'L CODE COUNCIL-2015 IN	31.50
			TX ILLEGAL DUMPING -CODE C	25.00
			TX ILLEGAL DUMPING -CODE C	39.00
			TX ILLEGAL DUMPING -CODE C	39.00
			AMAZON-SURFACE DOCK	159.99
			AMAZON-OFFICE CHAIR	119.99
			AMAZON-ANIMAL FOOD CONTAIN	27.99
			AMAZON-ANIMAL SERVICE SUPP	341.85
			AMAZON-USB TO HDMI COMP CA	209.97
			TX DEPT LICENS-CODE ENFORE	150.00
			PAYPAL-RENBATES AUCTION FE	105.00
			PAYPAL-RENBATES AUCTION FE	105.00-
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	1,201.55
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>1,967.84</u>
			TOTAL:	7,394.61
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	199.51
			TMRS RETIREMENT	199.51
			TMRS RETIREMENT	199.51
			TMRS RETIREMENT	199.51
		U. S. TREASURY	FICA WITHHOLDING	115.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHHOLDING	115.71
			MEDICARE WITHHOLDING	27.06
			MEDICARE WITHHOLDING	27.06
		BILL J. SCOTT	MUNICIPAL JUDGE	800.00
		RODNEY RAMSEY	COURT PROSECUTOR	300.00
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	55.55
			UNUM LIFE/STD/LTD 2021-03	34.08
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		TYLER TECHNOLOGIES	BRAZOS RDC SOFTWARE	1,025.06
			BRAZOS INTERFACE	951.83
		CITIBANK	AMAZON-LAPTOP STAND FOR CO	49.98
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	708.91
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>2,867.84</u>
			TOTAL:	8,758.83
FIRE DEPARTMENT	GENERAL FUND	GEXA ENERGY	FIRE DEPT	<u>189.00</u>
			TOTAL:	189.00
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	624.63
			TMRS RETIREMENT	580.85
			TMRS RETIREMENT	487.54
			TMRS RETIREMENT	531.87
		U. S. TREASURY	FICA WITHHOLDING	283.96
			FICA WITHHOLDING	309.83
			MEDICARE WITHHOLDING	66.41
			MEDICARE WITHHOLDING	72.46
		INTERFACE SECURITY SYSTEMS LLC	PUBLIC WORKS ALARM SYSTEM	49.99
		FRONTIER ACCESS LLC	PUBLIC WORKS	118.96
		CINTAS	WEEKLY SERVICE	25.66
			WEEKLY SERVICE	20.46
			WEEKLY SERVICE	19.79
			WEEKLY SERVICE	19.14
			WEEKLY SERVICE	19.14
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	113.83
			UNUM LIFE/STD/LTD 2021-03	87.23
		LOWES BUSINESS ACCT/SYNCE	LINCOLN STRIKER	4.73
			80 PC DRILL	23.73
			XR LITH BL COM	189.06
			FUS GLOSS PATRIOTIC	18.92
			SCOTCH BLUE	18.75
			FIRST RST XL BLK WELDING	28.49
			3RD & OAK DRANAGE DITCH	311.38
		UNITED RENTALS	SAW CONCRETE 11-13 HP	107.05
			BLADE	74.99
		TXU ENERGY	STLG 1 78924SD	1,626.51
			STLG 2 61834SD	75.28
			STLG-C LE 22287LE	1,029.74
			STLG-C LE 141-180	145.16
		VENUS AUTO PARTS LLC	BLUE DEF	27.98
			WASHER FLUID, AAA BATTERIE	14.67
			ST. DEPT TRUCK BOX	14.04
			REPAIR JUMPIN JACK	4.99
			GLASS CLEANER FOR TRUCK	3.99
			PVC FITTINGS FOR VENUS SIG	3.06
			ANTIFREEZE	16.99
			TRIMMER FUEL LINE	2.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PVC PIPE SET VENUS SIGNS	19.95
			1" CAPS FOR VENUS WELCOME	3.16
			JUMPIN JACK STREET EQUIPME	3.89
		WALMART	BLEACH, UTENSILS	30.76
		CITIBANK	AMAZON-WEEDEATER BLADES &	177.16
			SPORTSMANS GUIDE-BUYERS CL	49.99
			NORTHERN TOOL-TOOL BOX/TOO	586.04
			SAND&GRAVEL -CONCRETE 3RD/O	250.00
			SOUTHWESTERN PNEUM-TRAILER	2,546.05
			SAND&GRAVEL-CONCRETE 3RD/O	150.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157	27.13
		GEXA ENERGY	PUBLIC WORKS	564.07
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	2,126.73
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>7,277.37</u>
			TOTAL:	20,986.04
DEBT SERVICE	DEBT SERVICE FUND	AMEGY BANK	2018 CO BOND PRINCIPAL	60,000.00
			2018 CO BOND INTEREST	43,700.00
			2020 CO BOND PRINCIPAL	185,000.00
			2020 CO BOND INTEREST	<u>38,731.34</u>
			TOTAL:	327,431.34
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	87.67
			TMRS RETIREMENT	87.67
			TMRS RETIREMENT	87.67
			TMRS RETIREMENT	87.67
		U. S. TREASURY	FEDERAL WITHHOLDING	69.56
			FEDERAL WITHHOLDING	69.56
			FICA WITHHOLDING	77.65
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	<u>18.16</u>
			TOTAL:	681.42
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	133.01
			TMRS RETIREMENT	133.01
			TMRS RETIREMENT	133.01
			TMRS RETIREMENT	133.01
		U. S. TREASURY	FICA WITHHOLDING	77.65
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	18.16
		FRONTIER ACCESS LLC	CIVIC CENTER	88.64
		CINTAS	WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	30.72
			UNUM LIFE/STD/LTD 2021-03	24.93
		LORETTA S. MILLER	CLEANING SERVICE 2/10/2021	75.00
			CIVIC CENTER	75.00
		LOWES BUSINESS ACCT/SYNCB	SHANNA PARK - TRASH/TREES	513.34
		VENUS AUTO PARTS LLC	SPREADER	59.99
			COUPLING, BUSHING	7.90
			BOW SAW	7.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67	22.73
			CR 213 IRRIGATION	22.73
		WEX BANK	TYPE B FUEL	44.08
		GEHA ENERGY	PARKS/CIVIC CENTER	950.13
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	708.91
		MESSER, ROCKEFELLER, & FORT , PLLC	VCSDC LEGAL SERVICES	2,641.00
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>1,977.12</u>
			TOTAL:	7,994.62
PUBLIC WORKS	STREET TAX FUND	TEXAS MATERIALS GROUP, INC	22.72 TON CPR GRADE 2	2,710.60
		PROFESSIONAL COATING TECHNOLOGIES, INC	20 GALLONS	<u>126.44</u>
			TOTAL:	2,837.04
NON-DEPARTMENTAL	CPF-STREET IMPROVE	PEACHTREE CONSTRUCTION	FINAL INVOICE	<u>37,013.84</u>
			TOTAL:	37,013.84
NON-DEPARTMENTAL	CPF-STREET IMPROVE	JOEL DAUGHERTY	CR 109 REMEASURE	<u>120.00</u>
			TOTAL:	120.00
NON-DEPARTMENTAL	BRAHMAN RANCH PID	MESSER, ROCKEFELLER, & FORT , PLLC	BRAHMAN RANCH PID	387.00
			SAP AMENDMENT	969.00
			BRAHMAN RANCH PID	75.00
			BRAHMAN RANCH PID	<u>1,178.00</u>
			TOTAL:	2,609.00
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	821.41
			TMRS RETIREMENT	823.45
			TMRS RETIREMENT	795.40
			TMRS RETIREMENT	651.90
		U. S. TREASURY	FEDERAL WITHHOLDING	678.97
			FEDERAL WITHHOLDING	444.61
			FICA WITHHOLDING	666.69
			FICA WITHHOLDING	539.60
			MEDICARE WITHHOLDING	155.92
			MEDICARE WITHHOLDING	126.19
		CHILD SUPPORT DISTRIBUTION FUND	CASE ID 0014129442	436.46
			CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
		MISC VENDOR ESQUIVEL, RITA	01-4435-05	41.92
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	60.28
			UNUM VOL LIFE 2021-03	23.00
		LOWES BUSINESS ACCT/SYNCE	LOWE'S - SALES TAX PAID	42.35
		STATE COMPTROLLER	TOTAL TAX COLLECTIONS 01/2	2,679.47
			SALES TAX PAID ON PURCHASE	31.66-
			TIMELY PAYMENT DISCOUNT	13.29-
		CITIBANK	DRY CLEAN-TABLECLOTHS AFTE	8.95
			SHRM-LABOR LAW POSTERS 3 Y	24.65
			VISTAPRINT-WELLS BUSINESS	4.87
			INT'L CODE COUNCIL-2015 IN	1.97
			VISTAPRINT-REFUND SALES TA	4.87-
		CAREFLITE	JANUARY BILLING	313.00
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	<u>1,158.90</u>
			TOTAL:	11,451.31
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,246.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TMRS RETIREMENT	1,249.26
			TMRS RETIREMENT	1,206.69
			TMRS RETIREMENT	988.98
		U. S. TREASURY	FICA WITHHOLDING	666.67
			FICA WITHHOLDING	539.59
			MEDICARE WITHHOLDING	155.90
			MEDICARE WITHHOLDING	126.17
		ATMOS ENERGY CORP.	301 S MAIN ST	164.97
		CITY OF MIDLOTHIAN	01/01/21 - 01/31/21 USAGE	57,697.20
		FRONTIER ACCESS LLC	RESIDENTIAL TRASH	19,548.15
			COMMERCIAL TRASH	19,410.37
		CINTAS	WEEKLY SERVICE	26.52
			WEEKLY SERVICE	27.10
			WEEKLY SERVICE	26.46
			WEEKLY SERVICE	25.80
			WEEKLY SERVICE	25.80
		UNITED COOPERATIVE	FM 157/WASTE WATER TREAT	176.80
			CR 213	25.00
			PLAINVIEW ACRES	26.69
			CR214/TS2/3PH/C11	621.45
			CR 214/TS2/3PH/C11 LIFTSTA	142.56
			LIFTSTATION	25.00
			CR 214 LIFTSTATION	597.08
		UNUM LIFE INSURANCE CO	UMUN DENTAL/VISION 2021-03	165.14
			UNUM LIFE/STD/LTD 2021-03	142.33
		ABILENE PLUMBING SUPPLY CO., INC	PVC X2 PVC HUB COLLAR LEAK	263.60
			METER COUPLINGS	1,736.80
			GLOVES	403.10
			ADJUSTABLE VALVE	61.26
			FLANGE KIT	68.10
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		VENUS AUTO PARTS LLC	THICKSTER GLOVES	33.98
		TRINITY RIVER AUTHORITY	OPERATION & MAINTENANCE	21,956.00
			DEBT SERVICE	56,207.00
			LAB ANYALYSIS	88.00
		LOWER COLORADO RIVER AUTHORITY	TOTAL NITRATE	8.74
		TRACTOR SUPPLY CO.	PULLEY 4 IN BLOCK	47.99
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	63.85
		USA BLUEBOOK	50/BOX - 10 BOXES	299.28
		CITIBANK	USPO-CERT MAIL TCEQ	6.95
			TECQ-TEST FEE JEFF SMITH	113.75
		WEX BANK	W/S FUEL	1,444.41
		GEXA ENERGY	WATER/SEWER	1,020.91
		AMERICAN NATIONAL LEASING COMPANY	2018 CAT BACKHOE LOADER	22,224.50
		FIRST NATIONAL BANK OF TEXAS	2016 GO BOND PRINCIPAL	185,000.00
			2016 GO BOND INTEREST	5,198.00
		ARAMARK UNIFORM SERV	WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			FIRST AID	33.58
			FIRST AID	33.58
		CORE & MAIN LP	2 - 1" SPRINKLER METERS	790.00
		CIGNA HEATHCARE	CIGNA HEALTH 2021-02	4,349.01
		AMEGY BANK	2018 CO BOND PRINCIPAL	35,000.00
			2018 CO BOND PRINCIPAL	37,525.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	2/01/2021 - 2/28/2021	<u>13,789.80</u>
			TOTAL:	493,770.19
NON-DEPARTMENTAL	W/S CPF - 2018 CO	MIDLOTHIAN MIRROR	SEALED BID NOTICE	<u>553.28</u>
			TOTAL:	553.28

===== FUND TOTALS =====		
10	GENERAL FUND	220,393.69
20	DEBT SERVICE FUND	327,431.34
30	VENUS COMM DEVELOP	8,676.04
50	STREET TAX FUND	2,837.04
51	CPF-STREET IMPROVEMENTS	37,133.84
56	BRAHMAN RANCH PID	2,609.00
60	WATER & SEWER FUND	505,221.50
64	W/S CPF - 2018 CO BONDS	553.28

	GRAND TOTAL:	1,104,855.73

TOTAL PAGES: 10

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 2/01/2021 THRU 2/28/2021

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 2/01/2021 THRU 2/28/2021

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	U. S. TREASURY	FEDERAL WITHHOLDING	3,890.75
			FEDERAL WITHHOLDING	3,416.07
			FICA WITHHOLDING	2,659.36
			FICA WITHHOLDING	2,502.32
		CHILD SUPPORT DISTRIBUTION FUND	MEDICARE WITHHOLDING	621.91
			MEDICARE WITHHOLDING	585.19
			CASE #0011334214-11305	207.69
			CASE #0011334214-11305	207.69
			CASE ID 0010216557	207.69
			CASE ID 0010216557	207.69
			CASE ID 0012061075	192.00
			CASE ID 0012061075	192.00
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
		MISC VENDOR CARL BETHANY	CARL BETHANY: REFUND DEPOS	200.00
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	316.16
			UNUM 2021-02 VOL LIFE	222.52
			DENTAL/VISION 01-2021 KING	30.72
			DENTAL/VISION 02-2021 KING	30.72
		STATE COMPTROLLER	2020-Q4 COURT COSTS COLLEC	8,186.48
			2020-Q4 TIMELY PAY DISCOUN	675.25-
		CITIBANK	CREDIT CARD PAID WITH CK 3	7,460.35-
			MCCREARY, VESELKA, BRAGG AND ALLEN P.C	176.40
			CIGNA HEATHCARE	4,719.84
			TOTAL:	21,172.60
PLANNING & DEVELOPMENT GENERAL FUND		U. S. TREASURY	FICA WITHHOLDING	264.97
			FICA WITHHOLDING	85.32
			MEDICARE WITHHOLDING	61.97
			MEDICARE WITHHOLDING	19.95
		CITIBANK	OFFICE DEPOT-ASTRO GREEN P	70.76
			LAMINATING POUCHES FOR PER	8.33
		JOEL DAUGHERTY	AMAZON- PLOTTER PRINTER PA	46.99
			PATRIOT ESTATES 6B	920.00
			PATRIOT ESTATES 8	3,020.00
			PALLADIUM APARTMENTS	440.00
			PATRIOT ESTATES GAS STATIO	400.00
			PATRIOT ESTATES PH 8	4,360.00
			PATRIOT ESTATES PH 6B	520.00
			HH/LGI SEWER FORCE MAIN	780.00
			PATRIOT ESTATES GAS STATIO	860.00
			TONER (2) - PERMITS PRINTE	169.98
			230 TIGER RIDGE	1,382.00
			151 TIGER RIDGE	1,523.15
			230 OCELOT LN	1,587.90
			606 S WALNUT	160.00
			151 HIGHGATE DR	600.00
			131 HIGHGATE DR	600.00
			160 HIGHGATE DR	600.00
			1000 SUMNER DR	76.92
			101 S LOCUST DR	76.92
			405 W 2ND ST	76.92
			211 LIBERTY LN	834.81
			113 CROCKETT	76.92
			193 LIBERTY LN	690.33
			195 LIBERTY LN	834.81
		COAST TO COAST COMPUTER PRODUCTS INC		
		BUREAU VERITAS NORTH AMERICA, INC		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			197 LIBERTY LN	707.13
			199 LIBERTY LN	959.13
			201 LIBERTY LN	690.33
			203 LIBERTY LN	834.81
			205 LIBERTY LN	690.33
			207 LIBERTY LN	653.37
			209 LIBERTY LN	707.13
			191 LIBERTY LN	653.37
			101 LADY BIRD CT	690.33
			103 LADY BIRD CT	707.13
			105 LADY BIRD CT	653.37
			107 LADY BIRD CT	959.13
			109 LADY BIRD CT	690.33
			121 HIGHGATE DR	76.92
			140 OCELOT LN	76.92
			1105 SUMNER DR	76.92
			200 LIBERTY LN	76.92
			1 BULLDOG DR	192.75
			20 BULLDOG DR	192.75
			14 BULLDOG DR	192.75
			1005 SAVANH ST	76.92
			700 W US HWY 67	76.92
			210 CLIFF RIDGE LN	600.00
			150 OCELOT LN	600.00
			220 CLIFF RIDGE LN	600.00
			160 OCELOT LN	600.00
			410 COTTON BEND TRL	470.25
			132 WASHINGTON WAY	160.00
			120 YORKTOWN CT	160.00
			150 CLIFF RIDGE LN	600.00
			305 NEWFIELD ST	76.92
			303 VISTA RIDGE DR	76.92
			404 W 5TH ST	200.00
			112 LADY BIRD CT	653.37
			114 LADY BIRD CT	142.35
			117 LADY BIRD CT	690.33
			115 LADY BIRD CT	690.33
			113 LADY BIRD CT	653.37
			111 LADY BIRD CT	707.13
			208 HICKORY	1,039.77
			206 S HICKORY	982.65
			101 HOUSTON PL	76.92
			309 FRANKLIN LN	160.00
			310 MEADOW RIDGE DR	160.00
			203 S WALNUT	76.92
			130 OCELOT LN.	76.92
			1005 SAVANH ST	160.00
			108 S MAIN	400.00
			507 W 5TH ST	76.92
			20 BULLDOG DR	500.00
			1 BULLDOG DR	500.00
			203 S. WALNUT	150.00
			203 S WALNUT	150.00
			14 BULLDOG DR	500.00
			113 CROCKETT WAY	76.92
			221 TIGER RIDGE	600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			462 EHWY 67	150.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	PATRIOT ESTATES PH 8	410.52
			JMJ PID FEASIBILITY	571.80
			PALLADIUM	102.63
			PATRIOT ESTATES PH 9	307.89
			STARLIGHT MEADOWS	1,916.83
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	<u>3,981.62</u>
			TOTAL:	52,593.89
ADMINISTRATION	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	436.05
			FICA WITHHOLDING	466.20
			MEDICARE WITHHOLDING	101.98
			MEDICARE WITHHOLDING	109.03
		BENNETT'S OFFICE SUPPLY	CITY SEAL FOR CITY SECRETA	46.42
			3,000 #10 WINDOW ENVELOPES	134.50
		ARCHIVESOCIAL	SOCIAL MEDIA ARCHIVING	2,388.00
		FRONTIER ACCESS LLC	CITY HALL TRASH	89.36
		CINTAS	MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
		BROADVOICE	BROADVOICE PH SERVICE	155.09
			CITY HALL EFAX	25.00
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	205.80
			UNUM 2021-02 AD&D/STD/LTD	215.62
		LORETTA S. MILLER	CLEANING SERVICES 1/06/202	125.00
			CLEANING SERVICES 1/13/202	125.00
			CLEANING CITY HALL	125.00
			CLEANING GYM	25.00
		AMERIFLEX	2021 ANNUAL HRA FUNDING	2,250.00
			HRA ADMIN FEES 26 EMP @ \$5	130.00
			HRA ANNUAL RENEWAL	175.00
		MIDLO H2O	8-5G JUGS	60.00
		XEROX FINANCIAL SERVICES	01/01 - 01/31	129.00
			12/01 - 12/31	129.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		KAY HARRINGTON	SEPTIC TANK VAC -CITY HALL	395.00
		CASA JACARANDA	40 GUESTS @ \$11.99 EACH	479.60
			15% GRATUITY	71.94
		CALLIE GREEN	CHAIRS, PLANTS, TABLES	739.91
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.38
		PITNEY BOWES PURCHASE POWER	POSTAGE METER REFILL	499.00
		TML RISK POOL	AUTOMOBILE	124.75
			GEN LIABILITY	186.50
			E&O	362.00
			REAL & PERS PROPERTY	683.25
			CRIME	54.50
			ADMIN	200.00
			WAIVER OF SUBROGATION	9.00
		JOHNSON COUNTY ELECTIONS OFFICE	NOVEMBER 2020 ELECTION	3,922.36
		CITIBANK	NORTHERN TOOL- STORAGE SHE	279.98
			NORTHERN TOOL- STORAGE SHE	279.98
			BROOKSHIRE BROS- PROPANE E	19.99
			BROOKSHIRE BROS- SOUR CREA	19.88
			JOHNSON COUNTY -ADMIN VEHI	1.00
			JOHNSON COUNTY -ADMIN VEHI	8.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PAYPAL-TRAINING FOR CHERYL	129.00
			CHECKSFORLESS- W2 FORMS	67.50
			CHECKSFORLESS- 1099 FORMS	53.25
			CHECKSFORLESS- PRINTED CHE	21.95
			UPCURVE-GOOGLE	433.48
			WIRELESS MOUSE FOR CALLIE	9.89
			FOOD FOR MARLA RETIREMENT	164.25
			OFFICE DEPOT -1095-B ACA F	224.41
			MASSEY'S BBQ - CHRISTMAS P	1,447.53
			ADOBE SUITE	215.92
			UATTEND-EMPLOYEE TIME CLOC	87.68
			AMAZON-PAPER TOWELS	41.99
			OFFICE DEPOT- SUPPLIES FOR	296.99
			WALMART-CHRISTMAS PARTY GI	1,194.18
			DOLLAR TREE - CHRISTMAS PA	10.00
			AMAZON- TRASH BAGS	22.06
			AMAZON -CHRISTMAS PARTY	24.99
			AMAZON -CHRISTMAS PARTY	35.98
			AMAZON -CHRISTMAS PARTY	118.74
			AMAZON -SERVICE AWARDS	179.48
			AMAZON-CHRISTMAS PARTY	6.99
			AMAZON-STYLUS PENS FOR COU	115.35
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	14.17
		CAREFLITE	TRACY WELLS: NEW EMPLOYEE	12.00
		WEX BANK	ADMIN FUEL	116.72
		GEXA ENERGY	ELECTRICITY 12/03/2020-1/0	511.01
		NEMA 3 ELECTRIC, INC.	2 LED WALL PACKS E SIDE PA	2,300.00
			2 LED FLOOD LIGHTS ON FLAG	2,300.00
			REPAIR POWER TO SIGN	206.00
		CARENOW CORPORATE	MANDUJANO	128.00
			COVID TEST -SMITH	150.00
			COVID TEST-MAY	190.00
		DROP SHOT PEST CONTROL	PEST CONTROL	55.00
		COAST TO COAST COMPUTER PRODUCTS INC	YELLOW TONER (1)	99.00
			BLACK TONER (2)	198.00
			4 DRUM CARTRIDGES C/M/Y/K	199.99
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	4,242.70
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	10,888.98
			TOTAL:	43,688.94
POLICE DEPARTMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	1,482.59
			FICA WITHHOLDING	1,500.61
			MEDICARE WITHHOLDING	346.72
			MEDICARE WITHHOLDING	350.94
		TARRANT COUNTY COLLEGE - CJ TRAINING C	CRIME SCENE TRAINING	225.00
		AT&T MOBILITY	DEC 20-JAN 19 CELL PHONE	603.66
		BROADVOICE	BROADVOICE PH SERVICE	155.08
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	533.67
			UNUM 2021-02 AD&D/STD/LTD	470.71
		LORETTA S. MILLER	CLEANING SERVICES 1/06/202	125.00
			CLEANING SERVICES 1/13/202	125.00
			CLEANING PD	125.00
		AMERIFLEX	2021 ANNUAL HRA FUNDING	5,500.00
		COURIE BRYANT	JOEL BARRON BACKGROUND INV	280.00
			FILE REVIEW	79.20
			TRACY WELLS BACKGROUND	640.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FOREST HILLS FILE REVIEW	76.80
			TARRANT COUNTY COLLEGE FIL	72.00
		SPCA OF TEXAS	CAT/DOG INTAKE FEE	70.00
			CONTRACT BITE QUARANTINE F	225.00
		XEROX FINANCIAL SERVICES	01/01 - 01/31	99.00
			12/01 - 12/31	99.00
		H & E AUTO INC	3607 TUNE UP	469.88
			4307 -BRAKE PADS	212.99
			#4307 OIL CHANGE	45.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		DONALDSON WELLNESS CENTER	T WELLS PRE-EMPLOYMENT EXA	175.00
		TML RISK POOL	AUTOMOBILE	1,578.25
			LAW ENFORCEMENT	1,649.50
			POLICE	4,991.00
		WALMART	FOOD, DRINK, UTENSILS	56.88
		SYMBOL ARTS	LT & SGT BADGES	237.50
		MIDWEST RADAR & EQUIPMENT	UNIT 2509	40.00
			UNIT 0251	40.00
			UNIT 6012	40.00
			UNIT 2156	40.00
		CITIBANK	TEXAS POLICE CHEIF ASSOC.	50.00
			AMAZON - BATTERIES FIREARM	91.74
			AMAZON - BATTERIES FIREARM	63.50
			IACP- CHIEF MEMBERSHIP	190.00
			SPANISHONPATROL-SILVA	99.00
			BOUNDTREE-MEDICAL SUPPLIES	128.84
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	14.16
		WEX BANK	POLICE FUEL	1,958.05
			MONTHLY SERVICE FEE	4.99
			REBATE	80.54-
		GEXA ENERGY	ELECTRICITY 12/03/2020-1/0	593.02
		FRONTIER COMMUNICATIONS	JAN FAX	92.99
		DROP SHOT PEST CONTROL	PEST CONTROL	55.00
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	10,633.19
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	34,508.98
			TOTAL:	72,045.90
CODE ENFORCE/ANIMAL CO GENERAL FUND		AT&T MOBILITY	CODE/ANIMAL CELL PHONE	56.10
		RENE BATES AUCTIONEERS, INC.	2006 FORD F250 A/C BODY TR	5,280.00
		TEXAS DEPARTMENT OF STATE HEALTH SERVI	ACO TRAINING MANUAL	40.00
			TOTAL:	5,376.10
COURT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	115.71
			FICA WITHHOLDING	115.71
			MEDICARE WITHHOLDING	27.06
			MEDICARE WITHHOLDING	27.06
		BILL J. SCOTT	MONTHLY SERVICES	800.00
		RODNEY RAMSEY	COURT PROSECUTOR	300.00
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	55.55
			UNUM 2021-02 AD&D/STD/LTD	34.08
		AMERIFLEX	2021 ANNUAL HRA FUNDING	500.00
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		TML RISK POOL	COURT	29.00
		WALMART	FLASH DRIVES FOR COURT DIS	11.91
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	708.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	<u>2,867.09</u>
			TOTAL:	6,474.08
FIRE DEPARTMENT	GENERAL FUND	TML RISK POOL	AUTOMOBILE	1,159.00
			VOL. FIRE	459.00
		GEHA ENERGY	ELECTRICITY 12/03/20-1/04/	<u>212.65</u>
			TOTAL:	1,830.65
PUBLIC WORKS	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	360.06
			FICA WITHHOLDING	334.50
			MEDICARE WITHHOLDING	84.20
			MEDICARE WITHHOLDING	78.23
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM	49.99
		FRONTIER ACCESS LLC	PUBLIC WORKS	118.96
		CINTAS	WEEKLY SERVICE	24.93
			WEEKLY SERVICE	24.93
			UNIFORMS	24.93
			WEEKLY SERVICE	24.93
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	125.24
			UNUM 2021-02 AD&D/STD/LTD	98.79
		AMERIFLEX	2021 ANNUAL HRA FUNDING	1,625.00
		XROADS, LP dba CrossRoads, LP	STREET SIGNS	2,184.25
		MATTHEW OLDHAM	CDL PERMIT REIMBURSEMENT	25.00
			REIMBURSEMENT MODIFY LICEN	85.00
		LOWES BUSINESS ACCT/SYNCH	LINCOLN STRIKER	4.73
			80 PC DRILL	23.73
			XR LITH BL COM	189.06
			FUS GLOSS PATRIOTIC	18.92
			SCOTCH BLUE	18.75
			FIRST RST XL BLK WELDING	28.49
			3RD & OAK DRANAGE DITCH	311.38
		SUNBELT RENTALS	STREET REPAIR ON 3RD & OAK	36.26
		UNITED RENTALS	SAW CONCRETE 11-13 HP	107.05
			BLADE	74.99
		TML RISK POOL	AUTOMOBILE	284.00
			MOBILE EQUIPMENT	106.12
			PUBLIC WORKS	894.00
		TXU ENERGY	STLG 1 78924SD	1,626.51
			STLG 2 61834SD	145.56
			STGL-C LE 22287LE	1,029.74
			STLG-C LE 141-180	145.16
			STLG 1 78924SD	1,626.51
			STLG 2 61834SD	75.28
			STLG-C LE 22287LE	1,029.74
			STLG-C LE 141-180	145.16
		VENUS AUTO PARTS LLC	BOLTS/NUTS TO MOUNT BOX TO	5.52
			BLUE DEF	27.98
			WASHER FLUID, AAA BATTERIE	14.67
			ST. DEPT TRUCK BOX	14.04
			REPAIR JUMPIN JACK	4.99
			GLASS CLEANER FOR TRUCK	3.99
			ANTIFREEZE	16.99
			TRIMMER FUEL LINE	2.48
			PVC PIPE SET VENUS SIGNS	19.95
			1" CAPS FOR VENUS WELCOME	3.16
			JUMPIN JACK STREET EQUIPME	3.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRACTOR SUPPLY CO.	BOOTS JAIME, MARTY	229.48
			SPRAY BOTTLES, PUMP SPRAYE	42.96
		PRAXAIR DISTRIBUTION INC	ACETYLENE GAS CYLINDER	62.44
		VENUS MOBILE 1	2018 TOYOTA TUNDRA VIN 267	25.50
		CITIBANK	DICKS- INSULATED BIBS, JAI	99.99
			CARHART-INSULATED BIBS -SH	99.99
			CARHART-INSULATED BIBS -JO	50.00
			HOMEDEPOT RV ANTI-FREEZE	39.84
			AMAZON - PRINTER SPLIT	154.50
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157	27.13
		GEXA ENERGY	ELECTRICITY 12/03/2020-1/0	660.12
		FRONTIER COMMUNICATIONS	01/13/21-02/12/2021	157.73
		DROP SHOT PEST CONTROL	PEST CONTROL	65.00
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	2,427.12
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	<u>8,430.59</u>
			TOTAL:	25,880.13
NON-DEPARTMENTAL	CPF-LGI/PE SEWER F DAVID MARTINEZ		10% PAY REQUEST 1	<u>13,467.00-</u>
			TOTAL:	13,467.00-
NON-DEPARTMENTAL	CPF-LGI/PE SEWER F ELLIS COUNTY RURAL RAIL TRANSPORTATION		LICENSE FEE	5,000.00
			DISTRICT EXPENSE DEPOSIT	15,000.00
		DAVID MARTINEZ	CONSTRUCTION PAY REQUEST 1	134,670.00
		JOEL DAUGHERTY	PLAN REVIEW	120.00
			PRECONSTRUCTION MEETING	<u>160.00</u>
			TOTAL:	154,950.00
NON-DEPARTMENTAL	VENUS COMM DEVELOP U. S. TREASURY		FEDERAL WITHHOLDING	70.71
			FEDERAL WITHHOLDING	69.56
			FICA WITHHOLDING	77.65
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	<u>18.16</u>
			TOTAL:	331.89
SPECIAL REV DEPT/VCSDC VENUS COMM DEVELOP U. S. TREASURY			FICA WITHHOLDING	77.65
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	18.16
		FRONTIER ACCESS LLC	CIVIC CENTER	88.64
		CINTAS	WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	30.72
			UNUM 2021-02 AD&D/STD/LTD	24.93
		LORETTA S. MILLER	CLEANING SERVICES 1/13/202	75.00
			CLEANING CIVIC CETNER	75.00
		AMERIFLEX	2021 ANNUAL HRA FUNDING	500.00
		AMMO PLUMBING, LLC	FIELDER PARK, MENS RESTROO	175.00
		LOWES BUSINESS ACCT/SYNCB	SHANNA PARK - TRASH/TREES	513.34
		VENUS AUTO PARTS LLC	SPREADER	59.99
			COUPLING, BUSHING	7.90
			BOW SAW	7.99
		CITIBANK	DRY CLEAN TABLECLOTHS	109.40
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67	22.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CR 213 IRRIGATION	22.73
		WEX BANK	TYPE B FUEL	44.08
		GEXA ENERGY	PARKS/CIVIC CENTER	1,050.95
		DROP SHOT PEST CONTROL	PEST CONTROL	65.00
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	708.91
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	<u>1,975.97</u>
			TOTAL:	5,766.50
PUBLIC WORKS	STREET TAX FUND	TEXAS MATERIALS GROUP, INC	22.72 TON CPR GRADE 2	2,710.60
		THURMAN TRANSPORTATION	BASE MATERIAL	1,074.00
		PROFESSIONAL COATING TECHNOLOGIES, INC	POTHOLE PATCH EMULSION TAC	<u>107.10</u>
			TOTAL:	3,891.70
NON-DEPARTMENTAL	CPF-STREET IMPROVE	PEACHTREE CONTRUCTION	10% RETAINAGE	<u>22,948.36-</u>
			TOTAL:	22,948.36-
NON-DEPARTMENTAL	CPF-STREET IMPROVE	PEACHTREE CONTRUCTION	CR 109 ROAD REHAB	229,483.58
		JOEL DAUGHERTY	CR 109 REMEASURE	120.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	2020 ROADWAY REHAB	205.26
			2020 ROADWAY REHAB	<u>205.26</u>
			TOTAL:	230,014.10
NON-DEPARTMENTAL	BRAHMAN RANCH PID	MIDLOTHIAN MIRROR	ORDINANCE NO. 719-2021-01	332.80
		BIRKHOFF,HENDRICKS & CARTER, LLP	BRAHMAN RANCH	<u>1,148.54</u>
			TOTAL:	1,481.34
NON-DEPARTMENTAL	WATER & SEWER FUND	U. S. TREASURY	FEDERAL WITHHOLDING	641.02
			FEDERAL WITHHOLDING	639.00
			FICA WITHHOLDING	677.93
			FICA WITHHOLDING	679.74
			MEDICARE WITHHOLDING	158.56
			MEDICARE WITHHOLDING	158.98
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0013021454D201405879	466.15
			CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
		MISC VENDOR TORRES, MARIA	01-4525-02	57.14
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	71.46
			UNUM 2021-02 VOL LIFE	114.13
		LOWES BUSINESS ACCT/SYNCE	LOWE'S - SALES TAX PAID	42.35
		STATE COMPTROLLER	SALES TAX COLLECTED 2020-1	2,198.36
			SALES TAX PAID ON PURCHASE	16.61-
			TIMELY PAYMENT DISCOUNT	10.85-
		CITIBANK	DICKS- INSULATED BIBS, JAI	6.25
			DICKS- INSULATED BIBS, JEF	6.25
			CARHART-INSULATED BIBS -SH	6.25
			CARHART-INSULATED BIBS -JO	6.25
			CARHART-INSULATED BIBS -CA	6.25
		CAREFLITE	JANUARY BILLING	313.00
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	<u>1,528.38</u>
			TOTAL:	8,751.16
NON-DEPARTMENTAL	WATER & SEWER FUND	U. S. TREASURY	FICA WITHHOLDING	677.91
			FICA WITHHOLDING	679.72
			MEDICARE WITHHOLDING	158.54
			MEDICARE WITHHOLDING	158.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ATMOS ENERGY CORP.	12/2/2020-01/04/2021	188.11
		BENNETT'S OFFICE SUPPLY	3,000 #10 WINDOW ENVELOPES	134.50
		CITY OF MIDLOTHIAN	111/30/2020-12/31/2020	57,697.20
		FRONTIER ACCESS LLC	RESIDENTIAL TRASH	19,548.15
			COMMERCIAL TRASH	19,410.37
		CINTAS	WEEKLY SERVICE	34.49
			WEEKLY SERVICE	34.49
			WEEKLY SERVICE	34.49
			WEEKLY SERVICE	34.49
		CASEY HOMESLEY	REIMBURSEMENT FOR LICENSE	85.00
		UNITED COOPERATIVE	FM 157/WASTE WATER TREATME	133.74
			CR 213	25.00
			PLAINVIEW ACRES	26.34
			CR214/TS2/3PH/C11	631.86
			LIFTSTATION	25.00
			CR214 LIFTSTATION	128.77
			CR214/TS2/3PH/C11 LIFTSTAT	138.63
		UNUM LIFE INSURANCE CO	UNUM 2021-02 DENTAL/VISION	230.07
			UNUM 2021-02 AD&D/STD/LTD	210.33
		AXIS CONSTRUCTION, LP	WELDING-GROUND STORAGE TAN	330.00
		AMERIFLEX	2021 ANNUAL HRA FUNDING	2,625.00
		ABILENE PLUMBING SUPPLY CO., INC	6" CHECK VALVE-MAIN LIFTST	1,531.36
			C900 PIPE, FITTINGS	1,766.36
			MANHOLE RISERS	271.44
			PVC X2 PVC HUB COLLAR LEAK	263.60
			METER COUPLINGS	1,736.80
		FTDJ, LLC	MONTHLY IT & MICROSOFT	882.00
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.37
		TML RISK POOL	AUTOMOBILE	652.25
			GEN LIABILITY	186.50
			E&O	362.00
			MOBILE EQUIPMENT	106.13
			REAL & PERS PROPERTY	2,049.75
			W/S	1,352.00
		VENUS AUTO PARTS LLC	ALLEN WRENCH SET	18.99
			ZIP TIES, CLAMPS, HOSE ADA	42.75
			THICKSTER GLOVES	33.98
		TRINITY RIVER AUTHORITY	OPERATION & MAINTENANCE	21,956.00
			DEBT SERVICE	56,207.00
			LAB ANYALYSIS	88.00
		LOWER COLORADO RIVER AUTHORITY	QUARTERLY WATER SAMPLING	213.94
			TOTAL NITRATE	8.74
		TRACTOR SUPPLY CO.	PULLEY 4 IN BLOCK	47.99
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	63.85
		USA BLUEBOOK	HACH DPD 4 FOR 10 ML SAMPL	203.00
			HACH MONOCHLOR F POWDER PI	156.19
		CITIBANK	NORTHERN TOOL- DRILL BATTE	129.00
			DICKS- INSULATED BIBS, JEF	99.99
			CARHART-INSULATED BIBS -JO	49.99
			CARHART-INSULATED BIBS -CA	99.99
			AMAZON-PHONE CLIP FOR BELT	30.16
			AMAZON - PRINTER SPLIT	154.50
			AMAZON - PHONE CASE FOR JE	21.95
			AMAZON-FACE MASKS FOR PUBL	29.95
		WEX BANK	W/S FUEL	1,444.41
		GEXA ENERGY	ELECTRICITY 12/3/20-1/4/21	1,324.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ARAMARK UNIFORM SERV	WEEKLY CONTRACT FEE	33.58
			FIRST AID	33.58
			WEEKLY CONTRACT FEE	33.58
			FIRST AID	33.58
		BIRKHOFF,HENDRICKS & CARTER, LLP	W/WW IMPACT FEES	500.00
			PROJ 2018121 PLANNING & SP	946.25
		CORE & MAIN LP	2 - 1" SPRINKLER METERS	790.00
		CIGNA HEATHCARE	CIGNA-JANUARY HEALTH	5,250.18
		**PAYROLL EXPENSES	1/01/2021 - 1/31/2021	<u>15,522.64</u>
			TOTAL:	220,308.00

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

10	GENERAL FUND	229,062.29
12	CPF-LGI/PE SEWER FORCE MA	141,483.00
30	VENUS COMM DEVELOP	6,098.39
50	STREET TAX FUND	3,891.70
51	CPF-STREET IMPROVEMENTS	207,065.74
56	BRAHMAN RANCH PID	1,481.34
60	WATER & SEWER FUND	229,059.16

GRAND TOTAL: 818,141.62

TOTAL PAGES: 10

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 1/01/2021 THRU 1/31/2021
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 1/01/2021 THRU 1/31/2021

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Venus Volunteer Fire Department

Incident Statistics

February 2021

Start Date 02/01/2021

EndDate 02/28/2021



INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	86
FIRE	46
TOTAL	132

MUTUAL AID	
AID TYPE	TOTAL
AID GIVEN	6
AID RECEIVED	4

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)	
EMS	FIRE
0:11:59	0:12:12
AVERAGE FOR ALL CALLS	0:12:06

LIGHTS AND SIRENS - AVERAGE TURNOUT TIME (Dispatch to Enroute)	
EMS	FIRE
0:05:30	0:05:34
AVERAGE FOR ALL CALLS	0:05:32

AVERAGE TIME ON SCENE (MM:SS)	
16:02	

MISSED CALLS			
ZONE	MISSED	MONDAY - FRIDAY (0700 TO 1900HRS)*	OUTSIDE MONDAY - FRIDAY
7200-CITY LIMITS	13	11	2
7201	25	21	4
7202	3	3	0
7203	5	4	1
7204	3	3	0
TOTAL	49	42	7

*Johnson County ESD has full time crews that run calls during those times and are an ALS apparatus



VENUS POLICE DEPARTMENT
MONTHLY REPORT
February 2021

Crime Stats

	02-2021	% + or -	01-2021	12-2020	3 MONTH AVERAGE
CAD EVENTS	1207	-11.9%	1370	1390	1322
REPORTS TAKEN	25	25.0%	20	22	22
ARRESTS	6	20.0%	5	3	5
ACCIDENTS WORKED	8	33.3%	6	10	8
TRAFFIC ASSIGNMENTS	10	-44.4%	18	34	21
TRAFFIC STOPS	157	-9.2%	173	163	164
CITATIONS ISSUED	25	-16.7%	30	24	26
WARNINGS ISSUED	47	11.9%	42	51	47

Significant Police Responses

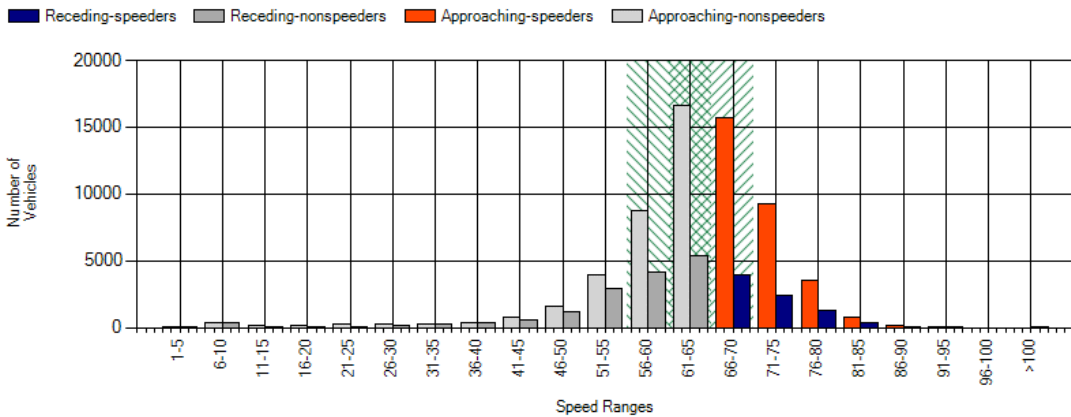
Date	Call Type	Status	Notes
02/07/2021	Assault BI Family Violence	Pending	Case to be filed with County Attorney
02/08/2021	Threats	Arrest	Warrant Arrest/Recovered Runaway
02/12/2021	Possession of Marijuana	Pending	Waiting Lab Results
02/17/2021	DWLI 2nd	Arrest	Case to be filed with County Attorney
02/24/2021	DWI 2nd	Arrest	Case to be filed with County Attorney
02/27/2021	Poss Control Substance PG1	Arrest	Case to be filed with District Attorney
02/28/2021	Duty Upon Striking Fixed Object	Report	Crash Report/Active Investigation

600 E US HWY 67 (E/B)
(US 67 / Heritage Hills Dr)

Results

Volume - Total Vehicles (Approaching and Receding)

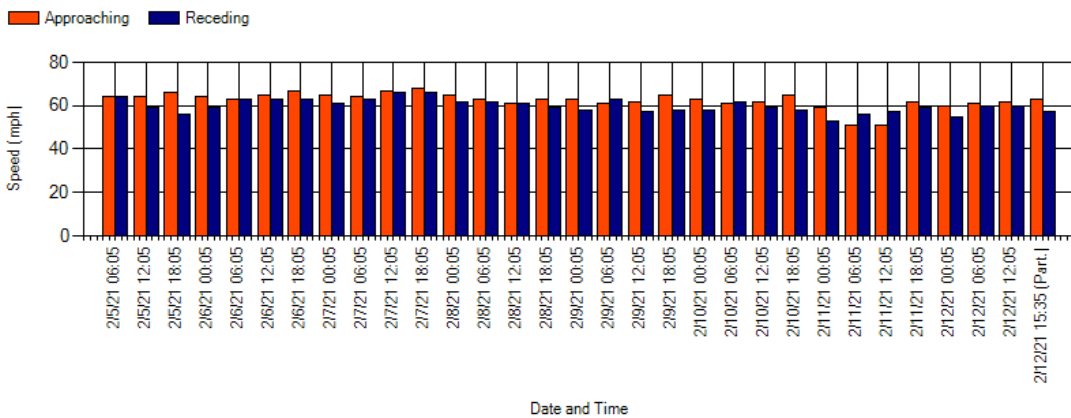
File: C:\Users\MMAY\OneDrive - City of Venus\Desktop\Traffic Surveys\2-4-21 2-12-21 100 US HWY Speed Limit: 65 mph
Study Name: [update on Current Study Settings tab](#) Approaching Pace: 61 to 70 mph
Study Dates: 2021/02/05 00:08:29 to 2021/02/12 15:35:00 Approaching 85th %: 72 mph
Study Location: [update on Current Study Settings tab](#) Receding Pace: 56 to 65 mph
Number of Vehicles: 69196 App / 106336 Rec Receding 85th %: 71 mph



Results

Speed - Average Speed (Approaching and Receding)

File: C:\Users\MMAY\OneDrive - City of Venus\Desktop\Traffic Surveys\2-4-21 2-12-21 100 US HWY Speed Limit: 65 mph
Study Name: [update on Current Study Settings tab](#) Approaching Pace: 61 to 70 mph
Study Dates: 2021/02/05 00:08:29 to 2021/02/12 15:35:00 Approaching 85th %: 72 mph
Study Location: [update on Current Study Settings tab](#) Receding Pace: 56 to 65 mph
Number of Vehicles: 69196 App / 106336 Rec Receding 85th %: 71 mph





ORDINANCE NO. 721-2021-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, JOHNSON AND ELLIS COUNTIES, TEXAS REZONING A PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FM 1807 AND CR 213, CONTAINING APPROXIMATELY 24.47 ACRES, FROM AGRICULTURAL TO SINGLE FAMILY SMALL LOT; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Venus (“City”) is a Type A General Law municipality located in Johnson and Ellis Counties, Texas, created in accordance with the provisions of the TEXAS LOCAL GOVERNMENT CODE, Title 2, Chapter 6, and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Venus, Texas (the “City”), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, the owner of the tract of land described in Section 2 (the “Property”), requested a change in zoning of the Property from Agricultural to Single Family Small Lot; and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to rezone the Property came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission has recommended approval of the zoning change; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before City Council at which the City Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and does hereby find that the zoning approved hereby accomplishes such objectives; and

WHEREAS, the proposed change is consistent with the intent of the City’s plans for future land use, and the City Council has determined that the change in zoning from its current

Agricultural classification to Single Family Small Lot is necessary and appropriate for the orderly development of land and serves the interests of the public health, safety and welfare.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: The property is generally located at the southwest corner of FM 1807 and CR 213, containing approximately 24.47 acres, situated in the City of Venus and more particularly described and depicted in Exhibit A, is hereby rezoned from Agricultural to Single Family Small Lot.

SECTION 3: The City Secretary is directed to update the City's official zoning map to reflect the change enacted by this Ordinance.

SECTION 4: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein.

SECTION 5: Unlawful Use of Property. It shall be unlawful for any person, firm, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses and restrictions under this Ordinance.

SECTION 6: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of the Chapter 34 – Zoning of the Venus Code of Ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, on this the 8th day of March, 2021.

APPROVED:

MAYOR JAMES L. BURGESS

ATTEST:

Callie Green
City Secretary

APPROVED AS TO FORM:

Timothy A. Dunn
City Attorney

EXHIBIT A

Being a tract of land in the Moses Lapham Survey, Abstract No. 499, Johnson County, Texas, and being all of a called 24.474 acre tract conveyed to Perry Alexander, et ux, as recorded in Volume 1560, Page 517, Official Public Records of Johnson County, Texas. Bearings are correlated to the North line of Volume 1560, Page 517, Official Public Records of Johnson County, Texas. (North 60 degrees 00 minutes 00 seconds East)

BEGINNING at a 1/2 inch steel pin found in the South line of FM Highway No. 1807 being the Northwest corner of said Alexander Tract;

THENCE North 60 degrees 00 minutes 00 seconds East, along the South line of FM Highway No. 1807, at 1353.79 feet passing a wood highway monument found, in all, 1465.60 feet to a 1/2 inch steel pin set for the beginning of a curve to the left;

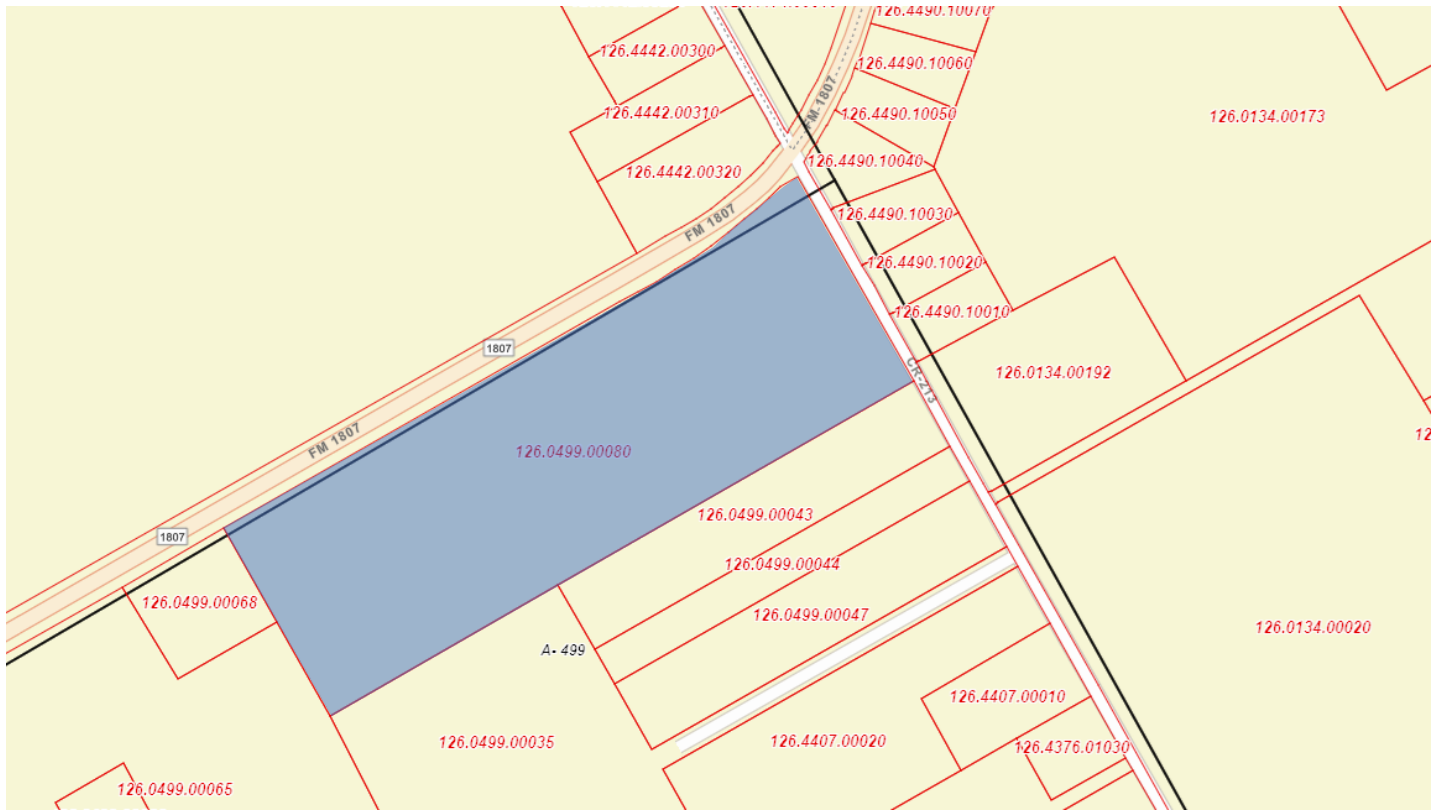
THENCE continuing along the South line of FM Highway No. 1807, along said curve to the left having a radius of 994.93 feet and a chord bearing North 51 degrees 52 minutes 01 seconds East, 281.51 feet, a distance of 282.46 feet to a 1/2 inch steel pin set for a corner of a turn out to County Road No. 213;

THENCE North 60 degrees 00 minutes 00 seconds East, along said turn out, 53.55 feet to a 1/2 inch steel pin set for corner in the West line of County Road No. 213;

THENCE South 29 degrees 52 minutes 07 seconds East, (called South 29 degrees 49 minutes 00 seconds East), along the West line of County Road No. 213, 626.79 feet (called 628.60 feet) to a 1/2 inch steel pin found for a corner being the Southeast corner of said Alexander Tract;

THENCE South 59 degrees 56 minutes 54 seconds West, 1799.29 feet (called South 60 degrees 00 minutes 00 seconds West, 1801.50 feet) to a 1/2 inch steel pin set for a corner being the Southwest corner of said Alexander Tract;

THENCE North 29 degrees 43 minutes 06 seconds West (called North 29 degrees 40 minutes 00 seconds West), 588.60 feet to the PLACE OF BEGINNING and containing 24.401 acres of land.



NOTICE OF DESTRUCTION OF BALLOTS

To the Registered Voters of City of Venus
(name of political subdivision)

New ballots have been prepared for the November 3, 2020 Election
to correct a mistake on the original ballots.

The original election ballots prepared for the May 2, 2020 Election will be destroyed
on March 8, 2021 at 7:00 p.m. at Venus Civic Center.
(date) (hour) (location)

Any interested person may be present at the destruction of the ballots.

Callie Green
Signature of Authority Responsible for Preparing Ballots
3/5/2021
Date

AVISO DE LA DESTRUCCION DE BOLETAS

A los Votantes Registrados de Ciudad de Venus
(nombre de subdivisión política)

Con el fin de corregir un error sobre las boletas originales, se han preparado boletas nuevas para la Elección
3 de noviembre de 2020.

Las boletas originales que fueron preparadas para la Elección 2 de mayo de 2020
estarán destruidas el 8 de marzo de 2021 a las 7:00pm en Centro Civico de Venus.
(fecha) (hora) (ubicación)

Cualesquier persona interesada podrá estar presente durante la destrucción de las boletas.

Callie Green
Firma de la Autoridad Encargada de Preparar las Boletas
3/5/2021
Fecha

RECORD OF BALLOT DESTRUCTION

I, Carrie Green, the authority responsible for preparing the official
ballots for the City of Venus Election to be held on May 2, 2020,
affirm that the following serial range of ballots were destroyed after new ballots were printed.

Total Number of Ballots Originally Ordered

765

Number of Ballots Distributed Prior to Destruction

0

Total Number of Ballots Destroyed

765

Range of Serial Number of Ballots Destroyed

From	<u>1</u>	to	<u>15 early voting</u>
From	<u>16</u>	to	<u>215 election day</u>
From	<u>216</u>	to	<u>415 election day</u>
From	<u>416</u>	to	<u>615 election day</u>
From	<u>616</u>	to	<u>765 election day</u>

Carrie Green
Signature of Authority

3/8/2021
Date

Name of Form:

Record of Ballot Destruction.

Section Reference:

Section 52.0064, Texas Election Code.

Purpose:

To account for all ballots.

Number of Copies Required:

One.

Completed by:

Authority responsible for ordering the ballots.

Filing Date:

When the ballots are destroyed.

Filed with:

General custodian of the election records.

Comments:

When the original ballots are destroyed, the record of ballot distribution should be closed out for the original ballots and a new record of ballot distribution should be kept for the corrected ballots.

The record of ballot destruction is to be kept for the period of preserving the election records.

Current form is 3/2007.



CSG SYSTEMS, INC.
PO Box 451902
Omaha, NE 68145
United States

650 - Election day
100 - Provisional early voting
15 - early voting

Patsy Patten

Delivery#

City of Venus

Delivery Date 3/10/2020

700 W Hwy 67

Your PO#

Venus, TX 76084

Your Job# 394642

USA

Items Description	Packages	Qty Per Pack	Quantity	Backorder
Absentee			15	
Election Day			✓ 60	
Test			✓ 5	
Provisional			✓ 100	
Samples			✓ 5	
Totals			185	0

Thank you for your order !



Received By

P:\STREAM\LIVEDATA\REPORTS\PackingSlip_BI-Std_new.rpt

Date Received

Modified:

Page 151 of 374
1/5/2008





CITY OF VENUS RECORDS MANAGEMENT POLICY

Adopted by Council

[DATE]

The State of Texas Local Government Act which became effective September 1, 1989 required all cities to establish and implement a Records Management Program.

The City of Venus's Records Management Program ("Program") operates under Chapter 2, Article VII of the Code of Ordinances and establishes the Office of the City Secretary as the Records Management Officer for the City. In 2015, the City adopted the records control schedules of the Texas State Library and Archives Commission as it is those schedules that the City uses currently.

The purpose of a Records Management Program is to:

- ☒ Reduce the volume of inactive records held in the city departments;
- ☒ Develop and maintain an efficient retrieval operation for all records;
- ☒ Dispose of records that have expired and are approved for destruction;
- ☒ Maintain security over city records;
- ☒ Maintain a policy for accessibility to confidential records;
- ☒ Identify and protect vital records; and
- ☒ Communicate the need for an effective records management program.

Records Management Officer: The City Secretary, as required in Chapter 2, Article VII of the Code of Ordinances.

Records Custodian: A representative from each department that will coordinate with the Records Management Officer and Records Coordinator the records to be maintained in their department.

Local Government Record: Any document, paper, letter, book, map photography, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form, or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created, or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

Active use records: Records that are held by each department and shall be stored in areas that is easily accessible for day-to-day operations. They are records that are usually no more than two years old.

Semi-active records: Records that are needed or referred to less frequently, for example, only once a month, but must be retained according to legal minimum retention has been met. Once a record has served its purpose for the operation of the office, the record is ready for final disposition. Some records may be destroyed AFTER meeting the authorized minimum retention; and other records must be retained indefinitely (as permanent documents) when they have historical value, or archival value.

Vital Records: Vital records are those that are essential to resume business or continue an organization, to recreate an agency's financial or legal position, or to preserve the rights of employees and citizens. Records series commonly regarded as vital have been so designated. These designations are made by the records management office in each agency. Records series unique to the agency may be considered vital records, even if not so considered by another agency.

Permanent Records: A record that possesses enduring legal, fiscal, or administrative value and must be preserved permanently by the agency.

Non-Records: Records that are unofficial and kept only for convenience or reference, stocks of publications and processed documents, and library material intended solely for reference or exhibition. Non-records do not furnish information on organization, function, policy, procedure, operation, or other activities and are retained in addition to the official copy. Some examples are: duplicate copies of memos and letter, obsolete blank forms; surplus copies of publications; circulars or bulletins; notes used as reminders; telephone messages; convenience files (working papers). Copies of records that are classified as "timely" may be disposed of when superseded by a new version or voided because they have outlined their usefulness.

The City of Venus's Records Management Policy ("Policy") shall be used as a tool to assist each department in maintaining records as outlines in the City's records management program.

Each department shall keep their own records and work closely with the City Secretary's Office to insure consistency in procedures and uniformity of supplies used in the program.

The City Secretary, as the Records Management Officer ("RMO"), has administrative authority over the records program and each department Director is responsible for the records within their department.

The City's records retention schedules, and any updated, will be supplied by the City Secretary's Office. These schedules will enable each department to comply with their department's needs regarding destruction and storage of records. A records retention center has been established in the second-floor attic at City Hall to store all permanent and original records and those records which preserve the history of Venus.

Each Director shall designate a Records Custodian for their department that will coordinate with the Records Management Officer the records to be maintained within their department. The Records Custodian will coordinate and implement the policies and procedures of the program and will disseminate information to their department heads and employees.

The RMO, or his/her designee, will assist and supervise the initial department inventory of records and assist the Custodian's in establishing and maintaining filing systems, standards and procedures for proper record keeping. The RMO, or his/her designee, shall be familiar with all the records created and maintained by each department and shall have full access to all departmental records.

In accordance with the City of Venus's program, the following procedures shall be followed when purging files or destroying records of any kind:

- ☒ Departments may purge their files of the non-records WITHOUT consulting with the RMO.
- ☒ Records Custodians must check retention schedules PRIOR TO destroying any other records.
- ☒ If the records to be destroyed are unscheduled records, the Custodian must complete a *Request to Destroy Records that do not Appear on Approved Retention Schedules. Form* (Exhibit A) and forward it to the RMO for approval. These records cannot be destroyed until authorized by the RMO.
- ☒ If the records to be destroyed are scheduled records, the Records Custodian must complete a *Certification of Records Destroyed Form* (Exhibit B) and forward it to the RMO.

Most records maintained by the City are open to citizens inspection and may fall under the Texas Public Information Act. Local government records are defined by the Act of information “collected, assembled, or maintained...by a governmental body” or for such a body if it “owns...or has a right of access to” the information.

To obtain access to or a copy of a local government record a written request must be made to the Office of the City Secretary. It can be made via walk-in, letter, fax, or email. The requester must provide sufficient information identifying what record(s) the requestor is seeking, and as much information as is needed to locate the record(s). The City may not ask the requestor for what purpose the requester is seeking the record.

If the requested information is not available due to destruction of the record, the City Secretary’s Office must be able to provide evidence of its destruction. Therefore, the City Secretary’s Office will maintain the original *Request to Destroy Records that do not Appear on Approved Retention Schedules* and the *Certification of Records Destroyed* logs as mandated in the City’s Ordinance and for the purpose of responding to requests for information that fall under the Texas Public Information Act.

STARLIGHT MEADOWS PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Starlight Meadows Pre-Annexation Development Agreement (this “Agreement”) is entered into by the City of Venus, Texas, a Type A general law municipality located in Johnson County and Ellis County, Texas (the “City”), and Bloomfield Homes, L.P. (“Developer”) (the City and Developer each a “Party,” and collectively the “Parties”), to be effective on the Effective Date.

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Developer owns that certain real property consisting of approximately 112.379 acres of land located wholly within Johnson County, Texas, and wholly within the extraterritorial jurisdiction of the City (the “ETJ”), as more particularly described in Exhibit A hereto and depicted on Exhibit B hereto (the “Property”);

WHEREAS, as generally described and depicted on the concept plan attached hereto as Exhibit C (the “Concept Plan”) and in accordance with the development standards attached hereto as Exhibit D (the “Development Standards”), Developer intends and desires to develop the Property as a single-family community with approximately 420 residential lots of various sizes over multiple phases and is to be known and referred as “Starlight Meadows” (the “Project”);

WHEREAS, the Property is located within the certified sewer service area of the City and the certified water service area of Mountain Peak Special Utility District (“Mountain Peak”);

WHEREAS, the Property is located entirely within the certificated area of the City’s wastewater CCN;

WHEREAS, the Developer and the City desire for the City to provide retail water and sewer service to the Property;

WHEREAS, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement and (ii) the submission and approval of a preliminary plat for the Property that is substantially consistent with the Concept Plan (the “Preliminary Plat”);

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the Public Infrastructure, and that Developer’s costs incurred therewith will be in lieu of any Impact Fees which may be charged by the City and would otherwise be applicable to the Property or the Development;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Public Infrastructure to occur in a phased manner over the Term of this Agreement and that Developer will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City’s approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations;

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement;

WHEREAS, the parties agree that the health, safety, and welfare of the City will be best served and most promoted through the development of the Project over other forms of development and that the purpose of this Agreement is to provide certainty for the parties, the annexation of the Property, and the mutually agreeable development of the Property consistent with the Project; and

WHEREAS, the parties have the authority to enter into this Agreement under state law, including, but not limited to, the authority granted by Sections 43.0672 and 212.172, Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Certificate of Convenience and Necessity (“CCN”) means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Venus, Texas.

City Council means the governing body of the City.

City Administrator means the current or acting City Administrator of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Administrator.

City Regulations means the City’s applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which

case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term does not include Impact Fees, which shall not be assessed on the Property if and when implemented by the City in accordance with this Agreement.

Concept Plan means the intended conceptual plan for the development of the Project as depicted on Exhibit C.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in Exhibit D and applicable City Regulations.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the Real Property Records of Johnson County.

HOA means a homeowners association formed by the Developer which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.

Impact Fees means any fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Mayor means the Mayor of the City of Venus, Texas.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement.

PUC means the Texas Public Utility Commission.

Real Property Records means the official land recordings of the Johnson County Clerk's Office.

TCEQ means the Texas Commission of Environmental Quality.

SECTION 3 **PUBLIC INFRASTRUCTURE**

3.1 Public Infrastructure, Generally.

(a) Public Infrastructure. Subject to the terms of this Agreement, the Parties agree that Developer will be solely responsible to construct all Public Infrastructure. All of the Public Infrastructure shall be owned by the City upon acceptance thereof by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use. The public on-site and off-site infrastructure and all other related improvements will be considered a City project and the City will own all such Public Infrastructure upon completion and acceptance. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records of Johnson County until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City.

3.2 Contracting, Construction, Ownership, and Transfer of Public Infrastructure.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications and necessary related documents for the Public Infrastructure.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure required for the development of the Project shall be constructed and inspected, and all applicable fees, including but not limited to, permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure.

3.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted Public Infrastructure.

(b) Upon final inspection, approval, and acceptance of the roadway Public Infrastructure required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements.

3.4 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a maintenance bond in

accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Public Infrastructure constructed under such contract.

3.5 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right, but not the obligation, to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, and street lights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Project. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in a writing issued by the City Administrator or his designee.

(c) Approval of Plats/Plans.

(i) All Public Infrastructure constructed or caused to be constructed by Developer shall be designed and constructed in compliance with the City Regulations and this Agreement.

(ii) Developer shall submit to the City plans and specifications for the Public Infrastructure prior to commencing construction and no construction shall commence until the related plans and specifications have been approved in writing by the City Engineer or designee.

(iii) The City shall approve or disapprove plans and specifications, within thirty (30) days after receipt of a complete set of plans and supporting documents. In the event the City disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval.

(iv) The City shall approve or disapprove revised plans and specifications submitted by Developer to address the City's reasons for disapproval pursuant to subsection (iii) above, within thirty (30) days after receipt by the City. In the event the City disapproves of any revised plans and specifications, the disapproval notice shall contain a detailed

explanation of the reason(s) for disapproval. The Parties shall follow the process in this subsection (iv) for all submittals of revised plans and specification

(v) Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of two years and shall not thereafter expire so long as progress, defined as physical construction of the Project, has been made toward completion of the Project. Upon recordation of the final plat for the first phase of the Project, the Preliminary Plat shall remain valid for the duration of this Agreement or as long as progress, defined as physical construction of the Project, toward completion of the Project is being made, whichever is longer.

3.6 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Project as shown on Exhibit E hereto. Within the first two of the expected three phases of the Project, the Developer shall connect to and extend the City waterline (approximately 4,300 linear feet of 12" main) with Phase 1 of the Project and (ii) install approximately 7,300 linear feet of 12" waterline main to complete the loop with construction of Phase 2 of the Project. The design of water improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.13, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for water facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development upon and within the Project. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all water facility improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase.

3.7 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all wastewater/sanitary sewer improvements necessary to serve the Project as shown on Exhibit F hereto. The Developer shall connect to and extend the City sanitary sewer main (approximately 3,800 linear feet of 15" main) with Phase 1 of the Project.

The design of all wastewater/sanitary sewer improvements shall be approved by the City in advance of the construction of same. Subject to the City's obligations under Section 4.13, Developer shall be responsible for the acquisition of any easements and other property acquisitions necessary for wastewater/sewer facilities (the size and extent of each such easement or other property interest to be approved by the City) for all development. The locations of said easements or other property interests shall be approved by the City's consulting engineer as part of the platting process.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all wastewater/sanitary sewer improvements necessary to serve each phase of the Project prior to the recordation of the final plat covering such phase.

3.8 Water and Wastewater Services.

(a) The City shall provide retail water and sewer service to the Property provide retail water and sewer service to the Property upon release of the Property from the Mountain Peak water CCN. The City represents and confirms that it currently has and reasonably expects to continue to have the capacity to provide to the Project continuous and adequate retail water and wastewater service at times and in capacities sufficient to meet the service demands of the Project as it is developed, including (i) up to 420 total connections in Phases 1-3 of the Project, of which up to 200 connections shall be in Phase 1 of the Project prior to the looping of any water improvements.

(b) Upon acceptance by the City of the water and wastewater facilities described herein, the City shall operate or cause to be operated said water—to the extent that the City will be the retail water provider for the Project—and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law as the holder of the CCN covering the Property. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

(c) Developer, at Developer's sole cost and expense, shall petition the PUC to decertify the portion of the Property that, as of the Effective Date, is located within the area certified under Mountain Peak's water CCN so as to enable to the City to annex said area into the area certified under the City's water CCN. The City shall cooperate fully with Developer's efforts to decertify this area and shall support and take all action reasonably necessary to annex the same area into the City's water CCN as contemplated by this paragraph.

3.9 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the interior of the Project as depicted on Exhibit G. The design of all roadway facilities shall be approved by the City in advance of the construction of same.

(b) Timing of General Obligations. Prior to the recordation of any final plat for any phase of the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve such phase in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance.

(c) Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Project and the cost thereof. Prior to the recordation of the final plat for any phase of development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage and roadway improvements for the Project.

SECTION 4 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

4.1 Infrastructure Oversizing. Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of construction, the City has made arrangements to finance the City's portion of the costs of construction attributable to the oversizing requested by the City. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Infrastructure.

4.2 City Participation.

(a) Impact Fees. The City does not currently assess or collect Impact Fees. In consideration for the construction and dedication of the Public Infrastructure, in the event the City adopts Impact Fees after the Effective Date, Developer shall not be required to pay any Impact Fees for the Project.

(b) Parkland Dedication Credit. The Developer intends to dedicate (the “Park Dedication”) open space, a playground and trails to the City as shown on Exhibit C (the “Park Improvements”) and, upon such Park Dedication, Developer shall be deemed to have satisfied all applicable parkland dedication or improvement requirements or fees required in lieu thereof, of any kind whatsoever. Developer shall evidence such offer of the Park Dedication on the Preliminary Plat. Following approval of a final plat covering the Park Dedication, and within five (5) business days of Developer request, the City will issue a letter of acceptance for the Park Dedication.

(c) Right-of-way. In connection with access to right of way in areas controlled by the Texas Department of Transportation (“TXDOT”) necessary for the purpose of development, the City agrees to facilitate, to the extent practicable, discussions with TXDOT by or on behalf of the Developer for access to such to such right of way.

4.3 Design, Construction and Maintenance of Park Improvements. Developer, at Developer's cost, will (or will cause) the design, construction, and maintenance of the Park Improvements until such time as maintenance thereof is overseen by the HOA. The City will have no obligation to design, construct, or maintain the Park Improvements.

4.4 Mandatory Homeowners Association. Developer will, in a manner acceptable to the City, create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the improvements described in this Subsection 4.4. The HOA shall maintain the Park Improvements and shall maintain and operate any open spaces, nature trails, amenity center, common areas, landscaping, screening walls, development signage, and any other common improvements or appurtenances within the Project that are not maintained or operated by the City. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City to the extent required by City Regulations. The Developer shall form the HOA for the Property and impose covenants and conditions upon the Property to implement and operate the HOA by means of a written declaration filed in the appropriate public records (the "Declaration"). The Declaration shall:

- (i) establish mandatory membership in the HOA for all owners of any single family home lot within any portion of the Property;
- (ii) provide for ownership of all open space, common areas and amenities, including the Park Improvements, by the HOA (unless otherwise agreed by the City);
- (iii) establish regular and special assessments for the ownership, operation and maintenance of the common areas and amenities in first-class condition;
- (iv) provide for enforcement of the Declaration by the City in its reasonable discretion;
- (v) permit the City in its reasonable discretion to maintain and repair the common areas and thereafter collect its costs in so acting from the HOA; and
- (vi) indemnify the City for performing the HOA's maintenance and repair obligations to the extent the City's action or inaction is not negligent or grossly negligent.

4.5 Sales Tax Sourcing. For homes built by Developer within the Project, Developer shall structure purchases of certain major items, typically including lumber, bricks, appliances, drywall and windows, so that sales tax will be collected by the City as permitted by State law.

4.6 Revisions to Concept Plan. Developer may revise the Concept Plan attached hereto as Exhibit C, provided that any such change must be consistent with the Development Standards.

4.7 Annexation and Zoning.

(a) Annexation. Within thirty (30) days of the Effective Date, provided that the Developer has closed on the Property, Developer shall submit a voluntary irrevocable petition for annexation of the Property to the City in compliance with Chapter 43, Texas Local Government Code, or other applicable law, as amended (the "Annexation Petition"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to

legally annex the Property into the City's corporate limits. The City shall, in accordance with applicable statutory requirements, take all steps necessary to complete the annexation of the Property within ninety (90) days following Developer's submission of the Petition. Pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall constitute an agreement for the provision of services to the Property and, except as expressly provided otherwise herein, the City shall, immediately upon the effective date of annexation, provide the Property with all those municipal services currently offered within the City, including those which may be offered in the future, without discrimination. Should the City fail to complete the annexation of the Property in accordance with this Agreement, Developer shall have the right to terminate this Agreement with notice to the City and, upon such termination, the Property shall be immune to involuntary annexation by the City for a period of thirty (30) years thereafter regardless of any change of law.

(b) Zoning; Uses. As soon as is practicable, after or in conjunction with the annexation of the Property, the City shall consider planned development zoning for the Property consistent with the Development Standards, the Concept Plan, and this Agreement (the "PD Zoning"). Developer hereby consents to the PD Zoning of the Property, and Developer shall not be required to submit a formal zoning application or required fees shall be required as a condition to proceed with zoning of the Property as contemplated by this Agreement. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City fail to approve the PD Zoning, or at any time approve zoning on the Property that is in any way more restrictive than the PD Zoning without Developer consent, Developer shall have the right to terminate this Agreement with notice to the City. Within ninety (90) days following delivery of such termination notice, the City shall: (i) disannex the Property from the City and the Property shall thereafter be immune to involuntary annexation by the City for a period of thirty (30) years.

(c) Survival. In the event Developer terminates this Agreement in accordance with this section, Developer's rights and remedies under this section, including disannexation, the Property's immunity to future involuntary annexation, shall survive such termination.

4.8 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

4.9 Compliance with City Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

4.10 Phasing. The Project may be developed in phases and Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

Any replat or amending plat shall conformance with applicable City Regulations and subject to City approval.

4.11 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, “CLAIMS”) AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY’S RELIANCE UPON THE DEVELOPER’S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY’S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

4.12 Status of Parties. At no time shall the City have any control over or charge of Developer’s design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

4.13 Eminent Domain. Notwithstanding any other provision of this Agreement, Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City’s power of eminent domain. Developer shall be responsible

for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") actually incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this section is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

4.14 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

4.15 Waiver of Taking Claim. OWNER AND DEVELOPER WAIVE ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER OR DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. THE CITY SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT OR SHOWN ON THE CONCEPT PLAN, AS SUBMITTED AS SUBSEQUENTLY AMENDED BY OWNER OR DEVELOPER, OR OTHERWISE PROPOSED BY OWNER OR DEVELOPER. THIS AGREEMENT SATISFIES THE CITY'S OBLIGATION UNDER SECTION 43.016 OF THE TEXAS LOCAL GOVERNMENT CODE AS RELATES TO ALL OR ANY PORTION OF THE PROPERTY.

4.16 Proportionality. The Developer, to the fullest extent allowed by law, agrees that the dedication or construction of Public Infrastructure and other public improvements on the Property and as agreed by this Agreement or plats, is roughly proportional to the nature and the extent of the proposed development of the Property on the City's public facilities system. The Developer hereby covenants not to sue the City for any claim, or otherwise consent to participate in any action against the City arising from any claim by such party or by its affiliates, alleging that the application of the adequate facilities requirement set forth in this Agreement to the development of the Property, or the imposition of conditions to plat applications or building permits for a portion of the Property that are consistent with the requirements of this Agreement are not roughly proportional to the impacts of the development authorized in the City Regulations, unless the City breaches this Agreement or other written agreement between the Developer and City. The Developer to the extent allowed by law further covenant not to sue the City for any claim or otherwise consent to participate in any action against the City arising from any claim by such Party or by its affiliates, alleging that the fees exceed the City's reasonable cost of providing and maintaining services to the Project, unless the City breaches this Agreement or other written

agreement between the Developer and City. The Developer expressly waives any claims based upon Chapter 395 of the Texas Local Government Code or successor statute alleging that such provisions on their face or as applied constitute illegal impact fees, unless the City breaches this Agreement or other written agreement between the Developer and City. Such covenants not to sue and waivers touch and concern the Project and are covenants running with the land such that they bind successors-in-interest and assigns of the and Developer including, without limitation, End Users of fully developed lots.

SECTION 5

EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

5.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

SECTION 6

ASSIGNMENT; ENCUMBRANCE

6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable, in whole or in part, to any affiliate or related entity of Developer, or any lien holder on the Property (for collateral assignment purposes only), without the prior written consent of the City. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Administrator, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written

request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

6.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

6.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

6.4 Notice of Assignment. Subject to Section 7.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 7.1 at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 7 **RECORDATION**

7.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records where the Property is located. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

SECTION 8 **GENERAL PROVISIONS**

8.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement.

8.2 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (e) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer's consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) Nothing contained in this Agreement shall be construed as creating or intending to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions; and

(e) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

8.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

City Administrator
City of Venus
700 W. US Highway 67
Venus, TX 76084

With a copy to:

Venus City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Ste. 200
Frisco, TX 75034

To Developer: Bloomfield Homes, L.P.
Donald J. Dykstra, President
1050 E. Highway 114, Suite 210
Southlake, TX 76092

With a copy to: Winstead PC
Attn: Drew Slone
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

8.5 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

Bloomfield Homes, L.P.
Donald J. Dykstra, President
1050 E. Highway 114, Suite 210
Southlake, TX 76092

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

8.6 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

8.7 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

8.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

8.9 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

8.10 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. If it is determined by a judgment of a trial court with jurisdiction over the matter that any of the Property is not located within the City's ETJ, this Agreement shall remain in full force and effect with respect to the remainder of the Property unless Developer elects to terminate the Agreement pursuant to the terms hereof

8.11 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Johnson County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in state court in the Johnson County District Court.

8.12 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the

essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

8.15 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

8.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

8.17 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

8.18 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- | | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Concept Plan |
| Exhibit D | Development Standards |
| Exhibit E | Water Improvements |
| Exhibit F | Sanitary Sewer Improvements |
| Exhibit G | Roadway Facilities |

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY

CITY OF VENUS, TEXAS

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021,
by _____, _____ for the City of Venus, Texas, on behalf of
said city.

[S E A L]

Notary Public, State of Texas

DEVELOPER

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.,
a Texas corporation, its General Partner

By: _____
Donald J. Dykstra, President

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me, on the _____ day of _____, 2021,
by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, general
partner of Bloomfield Homes, L.P., on behalf of said partnership.

[S E A L]

Notary Public, State of Texas

EXHIBIT A

Description of Property

BEING a 112.379 acre tract of land situated in the Absalon Williams Survey, Abstract No. 857, Johnsons County Texas, and being a part of Tract 3, a called 122.54 acre tract of land described in deed to Keith F. Anthony, recorded in Instrument No. 2013-11844, Deed Records of Johnson County, Texas (D.R.J.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2" capped iron rod found for the northwest corner of Tract 1 Part A, a called 49.093 acre tract of land described in deed to Sweeny South Family Limited Partnership, recorded in Instrument No. 2016-25250, 308, D.R.J.C.T., from said point a 1/2" capped iron rod found for the northwest corner of Tract Two, a called 11.937 acre tract of land described in deed to Jimmy Paul LeBeau, recorded in Instrument No. 2010-32202, D.R.J.C.T., bears North 30 Degrees 20 Minutes 20 Seconds West, a distance of 815.68 feet;

Thence South 75 Degrees 11 Minutes 24 Seconds West, a distance of 83.10 feet to a PK nail with washer stamped Jones Carter set for the north corner of said Tract 3, also the center of County Road 506;

Thence South 30 Degrees 30 Minutes 10 Seconds East, along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, according to Right-of-Way deed recorded in Volume 360, Page 24 of the Deed Records of Johnson County, Texas, a distance of 332.84 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for the **POINT OF BEGINNING** of the herein described tract;

Thence South 30 Degrees 30 Minutes 10 Seconds East, continuing along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, a distance of 1061.71 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

THENCE over and across said Tract 3, the following courses:

South 59 Degrees 29 Minutes 50 Seconds West, a distance of 408.84 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

South 30 Degrees 30 Minutes 10 Seconds East, a distance of 546.37 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

South 64 Degrees 01 Minutes 43 Seconds East, a distance of 673.13 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

North 59 Degrees 29 Minutes 50 Seconds East, a distance of 37.05 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner in the northeast line of said Tract 3 and the southwest line of F.M. No. 157;

Thence South 30 Degrees 30 Minutes 10 Seconds East, continuing along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, a distance of 1344.65 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

Thence South 58 Degrees 32 Minutes 14 Seconds West, along the south line of said Tract 3, a distance of 569.94 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner in the northeast line of a 100' wide I G & N Railroad Right-of-Way;

THENCE North 53 Degrees 30 Minutes 40 Seconds West, along the northeast line of said I G & N Railroad Right-of-Way, a distance of 4128.30 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

THENCE North 31 Degrees 00 Minutes 10 Seconds West, a distance of 59.33 feet to a PK nail with washer stamped Jones Carter set for corner in the center of the aforementioned County Road 506, from said point a RR Spike found bears North 58 Degrees 26 Minutes 22 Seconds East, a distance of 34.35 feet;

THENCE North 59 Degrees 34 Minutes 28 Seconds East, along the center of said County Road 506, a distance of 1850.48 feet to a PK nail with washer stamped Jones Carter set for corner;

THENCE South 30 Degrees 30 Minutes 10 Seconds East, departing the center of said County Road 506, a distance of 333.29 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

THENCE North 59 Degrees 29 Minutes 50 Seconds East, a distance of 333.50 feet to the **POINT OF BEGINNING** and containing 4,895,229 square feet or 112.379 acres of land more or less

Page 180 of 374



Exhibit C Concept Plan

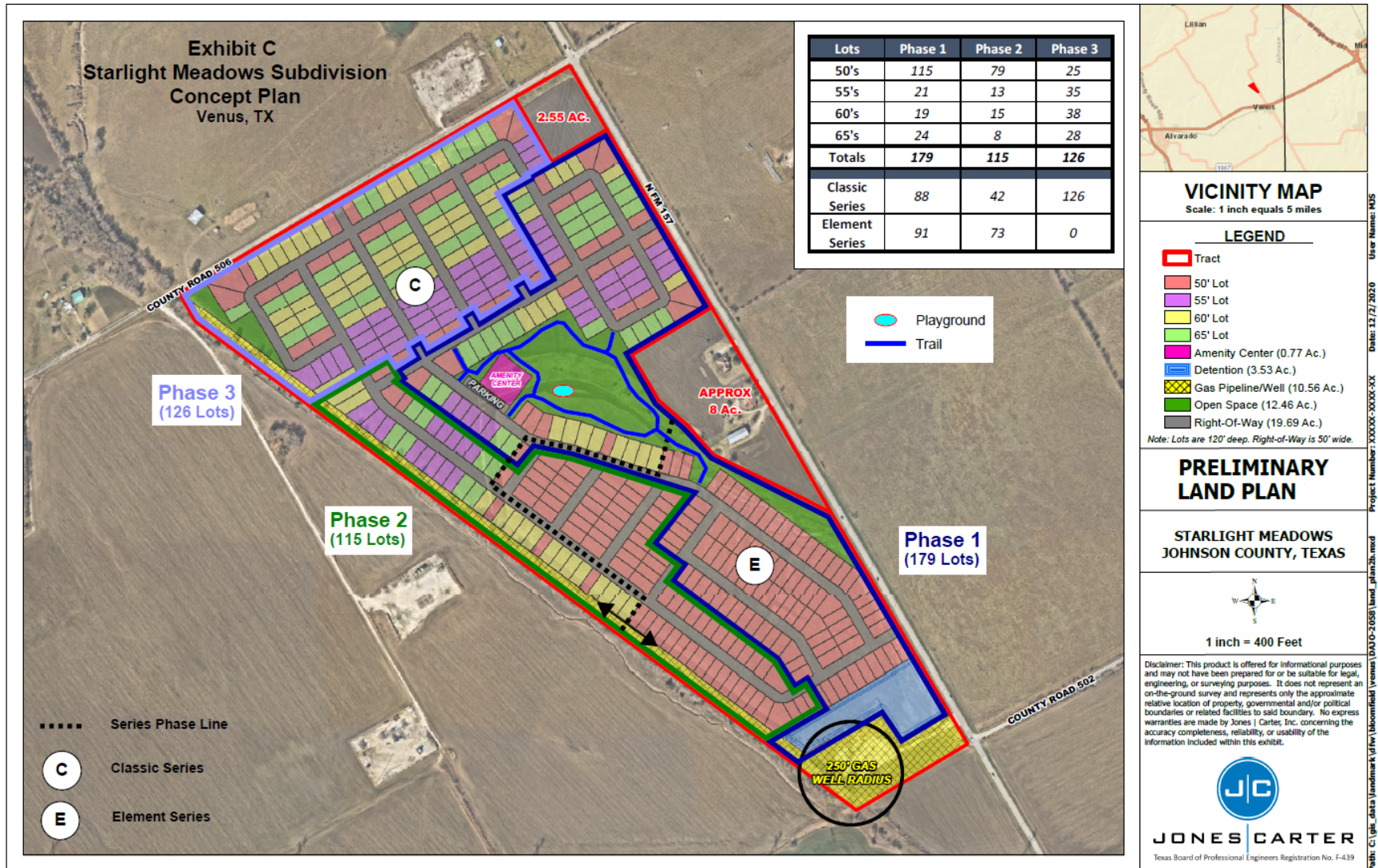


EXHIBIT D
Development Standards

EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT
ZONING CASE No. _____

THIS DEVELOPMENT 112.38 ACRES PD- SINGLE FAMILY(PD/R-1) PARCEL

I. GENERAL CONDITIONS:

- A.** This planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Venus City Code of Ordinances.

Planned Development – Single Family (PD / R-1)				
Lot Size (Minimum)	Type 'A' Lots	Type 'B' Lots	Type 'C' Lots	Type 'D' Lots
Lot Area (sq. ft.)	5,500	6,000	6500	7,000
Lot Width (feet)***	50	55	60	65
Lot Depth (feet)	110*	110*	110*	110*
Lot Depth of Double Front Lots (feet)	110	110	110	110
Dwelling Regulations (Minimum Square Footage)				
All Homes will be a minimum of	1,500			
Yard Requirements – Main Structures				
Front Yard (feet)	20	20	20	20
Side Yard (feet)	5	5	5	5
Side Yard of Corner Lots (feet)	10	10	10	10
Side Yard of Corner Lots (feet) on key lots	20	20	20	20
Rear Yard (feet)	15**	15**	15**	15**
Rear Yard Double Front Lots (feet)	20	20	20	20
Lot Coverage of Building Structure	50%	50%	50%	50%
Height of Structures				
Main Structure (feet)	35	35	35	35
Accessory Structure (feet)	15	15	15	15
Landscaping				
Minimum 3" caliper Tree	1 Trees per yard			
Shrub	12			
Sod	Front, Side and Rear Yards			

*Cul-de-sac and Elbow lots may have a minimum depth of 100 feet.

**Cul-de-sac and Elbow lots may have a minimum rear yard setback of 10 feet.

***Lot width to be measured at the front building line.



II. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 440 lots.
- B. Key lots are defined as a corner lot which is backing up to an abutting side yard.
- C. All homes may be front entry.
- D. Lots which back or side onto park land shall provide a decorative metal fence of uniform design to be installed by the homebuilder.
- E. Common areas to include playground equipment, pool, and cabana.
- F. 5' Pedestrian trails to connect the open space areas as shown on Exhibit B-2.

III. Maintenance of the Common Areas

- A. Maintenance of the common areas will be the responsibility of the homeowners' association (HOA).
- B. Developer will be the contact entity with the City for all concerns regarding maintenance of open space until 100% of HOA control is turned over to the homeowners.
- C. HOA maintenance and responsibilities of amenities include:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, and maintenance.
 - 3. Trimming, clearing, and removal of unwanted vegetation.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain benches, concrete trail, entry feature and any other installed improvements, per Zoning Exhibit.
 - 6. Pay for the electricity used for the lighting for the entry feature.
- D. It is the Developers' responsibility to install irrigation systems, benches, concrete trails, entry features, subdivision screening wall and any other improvements included in this Planned Development.

IV. DESIGN CONDITIONS:

- A. ***Common Area Equipment –***
Pool, Cabana, and Playground.

1. Example of Potential Equipment



B. Street and Sidewalk Standards – New Residential Requirements

1. Street Treatments – Entry Features and Signage at Entries

Stone capped monument with landscaping and incorporated into open space area and illuminated.



2. Pedestrian Sidewalks - Sidewalk Locations

5 feet wide concrete pedestrian sidewalks shall be located on one side of the street, in the right-of-way of every internal street as shown in sidewalk connectivity plan Exhibit B-2.

C. Architectural Standards

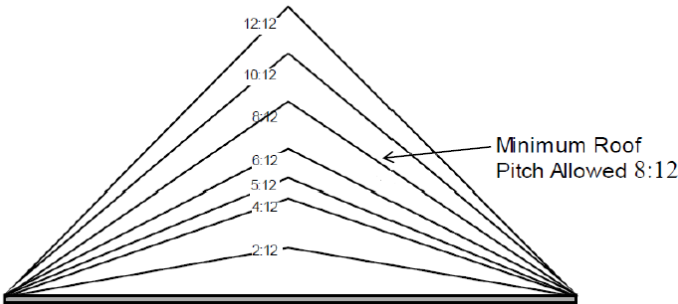
1. Building Bulk and Material

All buildings shall have exterior walls of at least eighty (80) percent masonry of the total building of all new construction structures, exclusive of doors, windows, window boxes, and non-brickable areas above the top plate line, dormers, gables, and roofs.



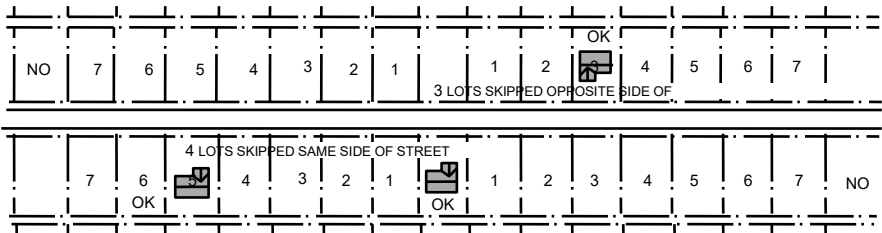
2. Roofs and Roofing - Roof Pitch

All single-family residential units shall have a minimum roof pitch of 8:12 on primary pitches, with articulation, dormers or a combination of hip and gable roofing.



3. Repetition of Residential Unit Designs – Repetition of Floor Plan and Elevation

A minimum of four (4) platted residential lots must be skipped on the same side and three (3) lots must be skipped on the opposite side of a street before rebuilding the same single-family residential unit with an identical (or nearly identical) street elevation design. The same floor plan and elevation shall not be repeated on neighboring, side by side lots or directly across the street.



Identical or nearly identical floor plan means that the layout, size and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little or no variation in the articulation of the facade, height or width of facade, placement of the primary entrances, porches, number and placement of windows, and other major architectural feature. It does not mean similar colors, materials, or small details.

4. Garage Entry

Each main garage shall be a minimum 2-enclosed parking spaces. Garage doors shall be painted to compliment house color.



5. Dwelling Size

The minimum square footage of floor space shall 1,500 s.f., measured within the outside dimensions of the residential dwelling unit including each floor level, but excluding carports, garages, and breezeways.

6. Fencing and Screening

- (a) Side and rear yard fences shall be permitted to a height of 6 feet maximum, and constructed of wood with metal posts and rails to the inside.
- (b) Pressure treated wood is prohibited.
- (c) Decorative Iron Fences shall be constructed on lots with residential dwellings along the property line adjacent to public open space, and shall be minimum 4 ft in height.
- (d) Screening - 6' High Masonry Wall to be provided for residential lots backing or siding to FM 157. Open space or common areas lots backing to FM 157 shall have decorative iron fences. Fences for all lots backing to CR506 shall be 6 feet wood with metal posts and rails to the inside.

7. Residential Landscaping

- (a) Each residential dwelling shall have sodded front, side, and rear yard with at least one 3" caliper tree and twelve shrubs planted in the yard.
- (b) All landscaped areas must be kept in a healthy and growing condition. Any plant materials that die during a time of year where it is not feasible to replant shall be replaced as soon as possible by the homeowner. Each residential dwelling unit shall have an automated, subsurface irrigation system.

EXHIBIT A
LEGAL DESCRIPTION

BEING a 112.379 acre tract of land situated in the Absalon Williams Survey, Abstract No. 857, Johnsons County Texas, and being a part of Tract 3, a called 122.54 acre tract of land described in deed to Keith F. Anthony, recorded in Instrument No. 2013-11844, Deed Records of Johnson County, Texas (D.R.J.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2" capped iron rod found for the northwest corner of Tract 1 Part A, a called 49.093 acre tract of land described in deed to Sweeny South Family Limited Partnership, recorded in Instrument No. 2016-25250, 308, D.R.J.C.T., from said point a 1/2" capped iron rod found for the northwest corner of Tract Two, a called 11.937 acre tract of land described in deed to Jimmy Paul LeBeau, recorded in Instrument No. 2010-32202, D.R.J.C.T., bears North 30 Degrees 20 Minutes 20 Seconds West, a distance of 815.68 feet;

Thence South 75 Degrees 11 Minutes 24 Seconds West, a distance of 83.10 feet to a PK nail with washer stamped Jones Carter set for the north corner of said Tract 3, also the center of County Road 506;

Thence South 30 Degrees 30 Minutes 10 Seconds East, along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, according to Right-of-Way deed recorded in Volume 360, Page 24 of the Deed Records of Johnson County, Texas, a distance of 332.84 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for the **POINT OF BEGINNING** of the herein described tract;

Thence South 30 Degrees 30 Minutes 10 Seconds East, continuing along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, a distance of 1061.71 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

THENCE over and across said Tract 3, the following courses:

South 59 Degrees 29 Minutes 50 Seconds West, a distance of 408.84 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

South 30 Degrees 30 Minutes 10 Seconds East, a distance of 546.37 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

South 64 Degrees 01 Minutes 43 Seconds East, a distance of 673.13 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

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Thence South 30 Degrees 30 Minutes 10 Seconds East, continuing along the northeast line of said Tract 3 and the southwest line of F.M. No. 157, a distance of 1344.65 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

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THENCE North 53 Degrees 30 Minutes 40 Seconds West, along the northeast line of said I G & N Railroad Right-of-Way, a distance of 4128.30 feet to a 5/8" iron rod with yellow cap stamped Jones Carter set for corner;

THENCE North 31 Degrees 00 Minutes 10 Seconds West, a distance of 59.33 feet to a PK nail with washer stamped Jones Carter set for corner in the center of the aforementioned County Road 506, from said point a RR Spike found bears North 58 Degrees 26 Minutes 22 Seconds East, a distance of 34.35 feet;

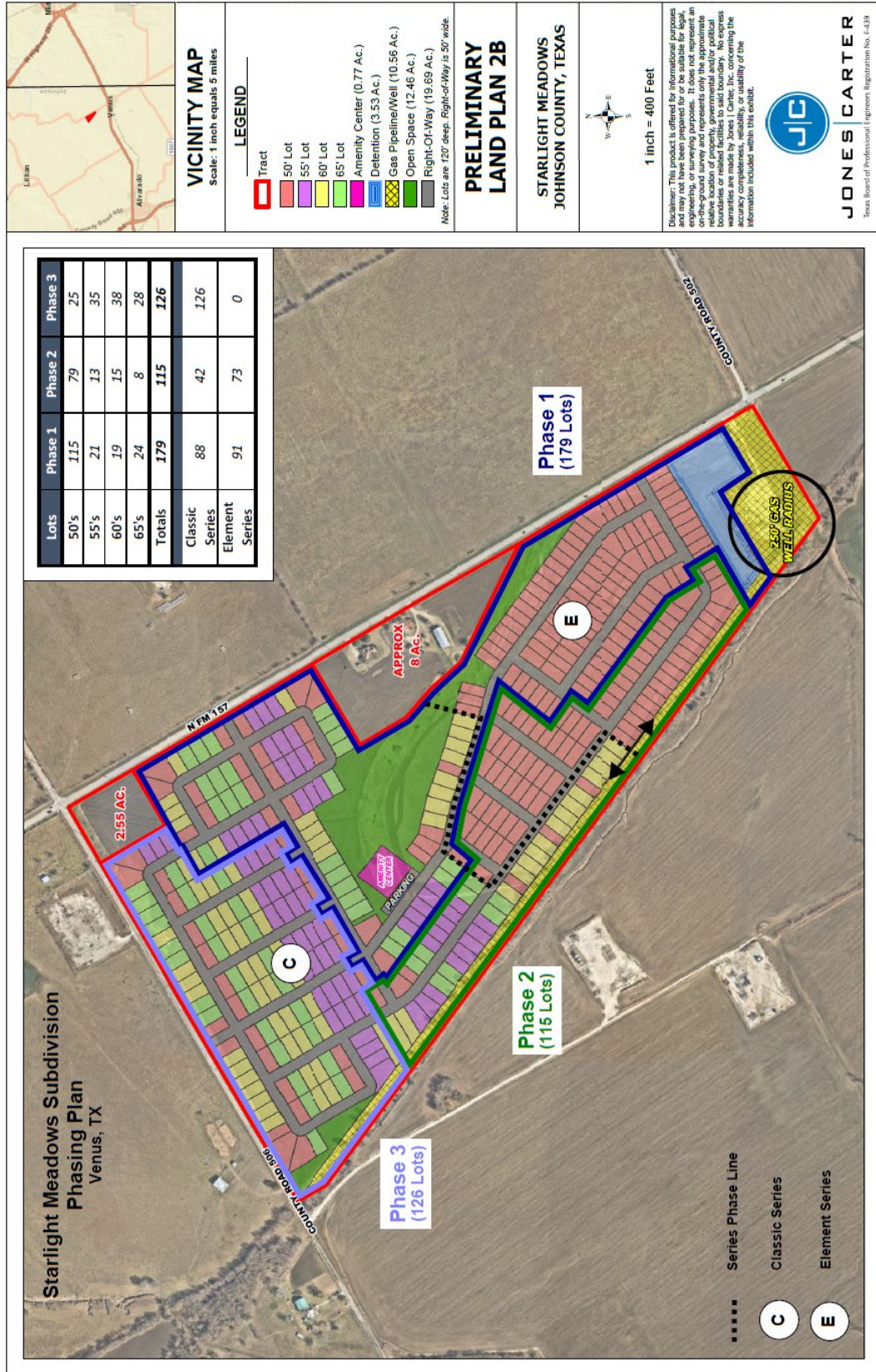
THENCE North 59 Degrees 34 Minutes 28 Seconds East, along the center of said County Road 506, a distance of 1850.48 feet to a PK nail with washer stamped Jones Carter set for corner;

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EXHIBIT B-1



Page 8

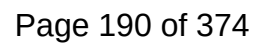


EXHIBIT E Water Improvements

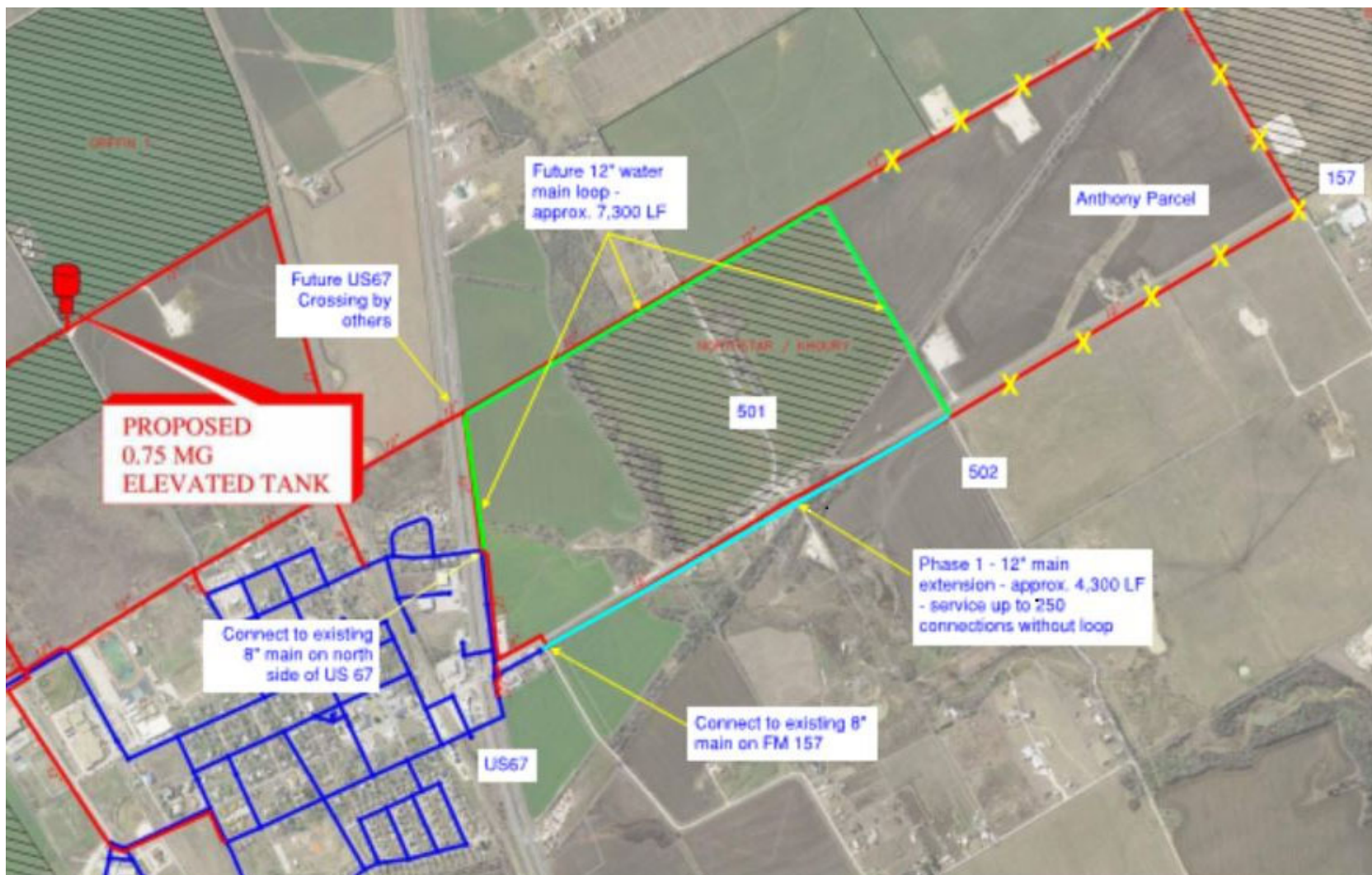


EXHIBIT F
Sanitary Sewer Improvements

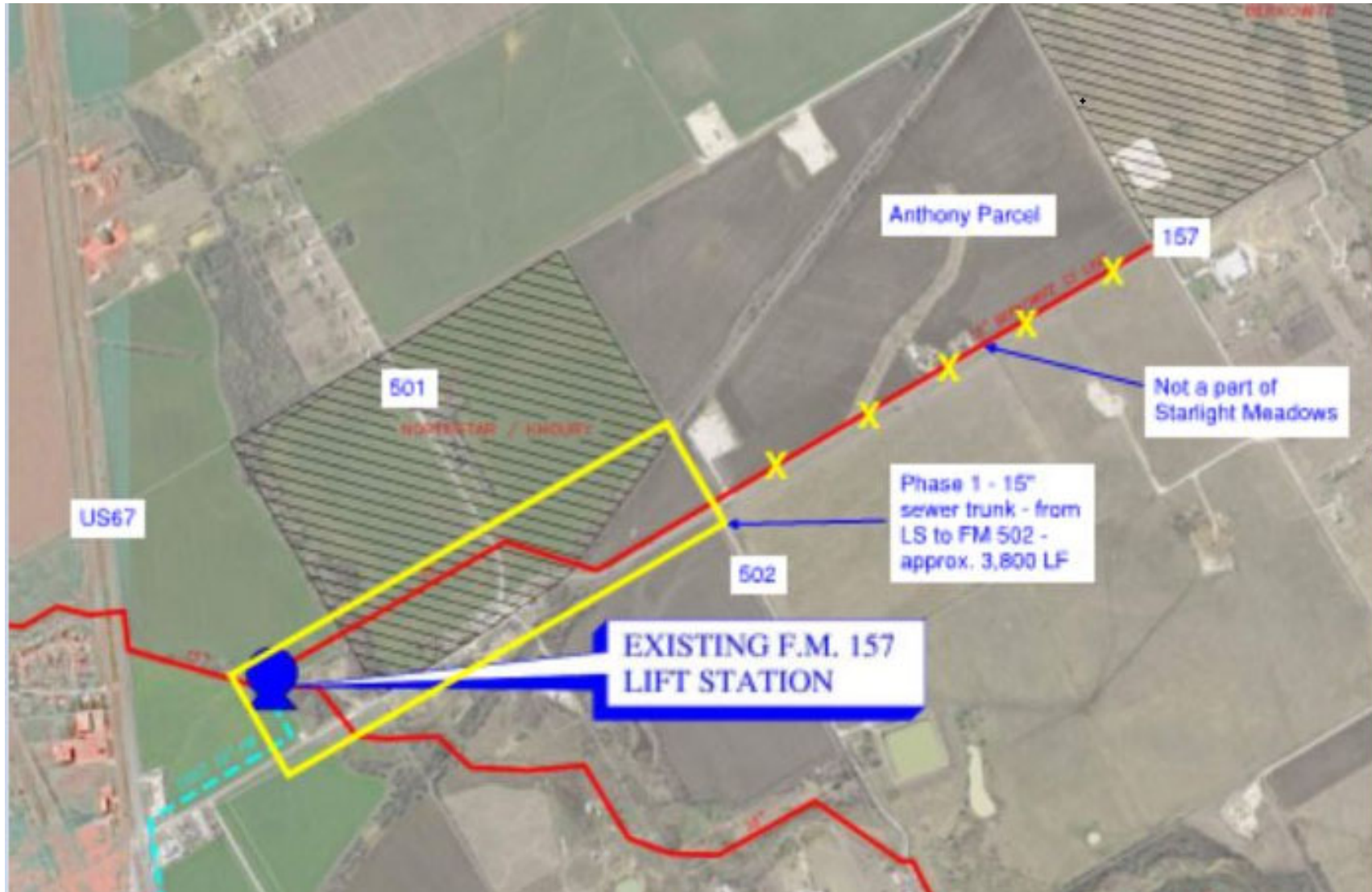
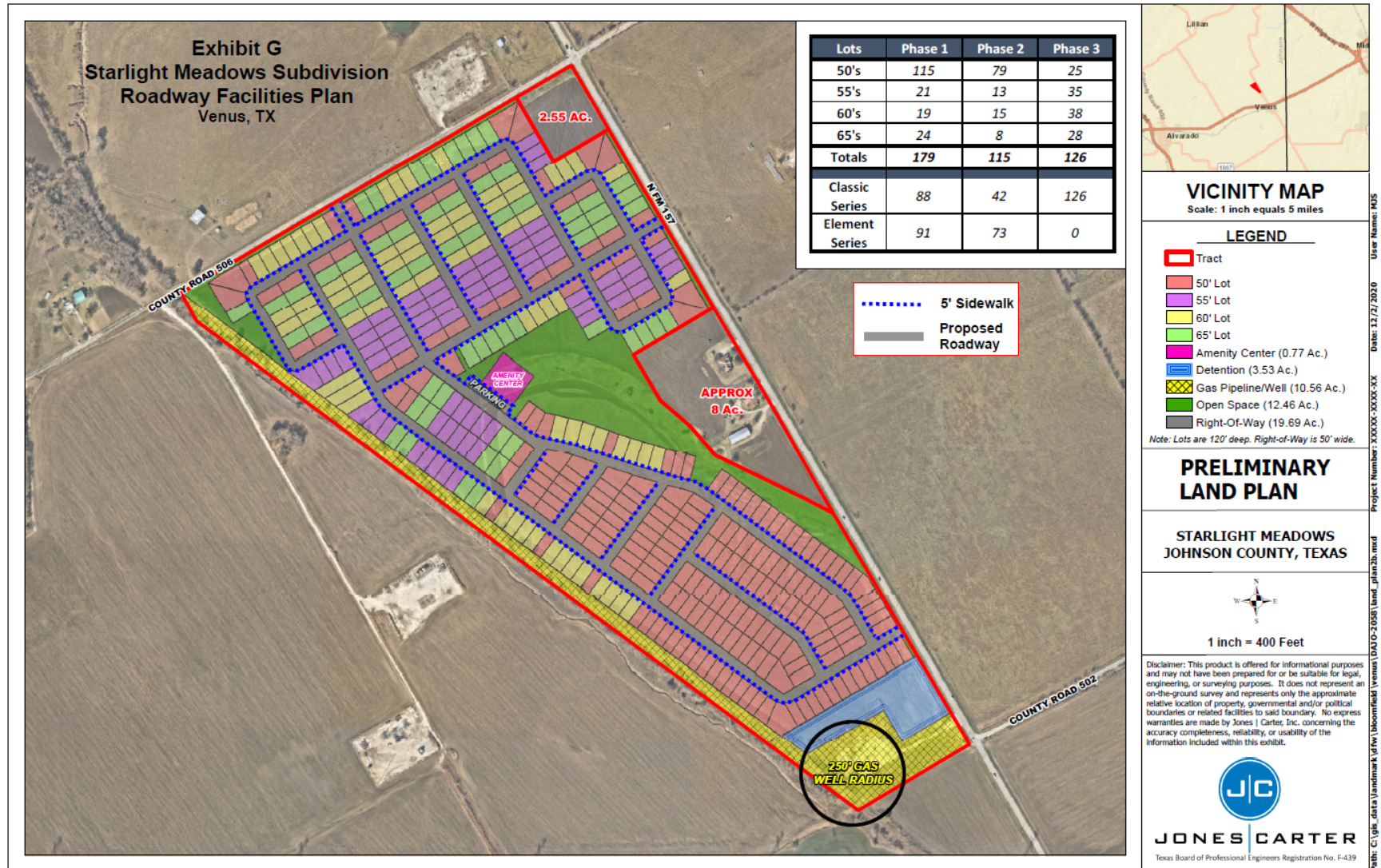


EXHIBIT G Roadway Facilities



CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Venus, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 8th day of March, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

James L. Burgess, Mayor
Jeanie Toland-Scott, Mayor Pro Tem
Jeannie Prazak, Council Member
Linda Raye Harris, Council Member
Geronimo Hernandez, Council Member
Phyllis Lewis, Council Member

Andy Wolf, City Administrator
Callie Green, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ACCEPTING A PETITION FOR REVISION OF THE BOUNDARIES OF BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1, INCREASING THE ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS AND CALLING FOR A PUBLIC HEARING.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

ABSTENTIONS: ____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 8TH DAY OF MARCH, 2021.

ATTEST:

James L. Burgess, Mayor

Callie Green, City Secretary

(SEAL)



RESOLUTION NO. 43-2021-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ACCEPTING A PETITION FOR REVISION OF THE BOUNDARIES OF BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1, INCREASING THE ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS AND CALLING FOR A PUBLIC HEARING.

RECITALS

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, the City has previously created Brahman Ranch Public Improvement District No. 1 (the “*District*”) pursuant to Resolution 11-2020-05 adopted on May 11, 2020 (the “*Creation Resolution*”);

WHEREAS, on or before March 5, 2021, the owners certain real property (the “Additional Land”) delivered to the City of Venus, Texas a petition (the “*Petition*”), which is attached as **Exhibit A** meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the revised boundaries of the District and more than fifty percent (50%) of all record owners of property liable for assessment within the District have executed the Petition requesting the revision of the boundaries of the District and an increase in the estimated costs of the Authorized Improvements; and

WHEREAS, the Act states that a Petition to include land in a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby incorporated herein.

SECTION 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled on March 29, 2021 at 7:00 p.m. at the Venus Civic Center located at 210 S. Walnut Street, Venus, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District and the proposed boundaries, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the revisions of the District's boundaries and the increase in the estimated costs of the Authorized Improvements.

SECTION 4. The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution revising and amending the boundaries of the District, increasing the estimated costs of the Authorized Improvements, or may defer the adoption of such a resolution for up to six months. The aforementioned amendments to the District are within the sole discretion of the City Council.

SECTION 5. The City Council hereby authorizes and directs the City Secretary, on or before March 14, 2021, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the real property located within the proposed boundaries of the District as reflected on the tax rolls.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED ON MARCH 8, 2021.

APPROVED:

James L. Burgess, Mayor

ATTEST:

Callie Green, City Secretary

EXHIBIT A

PETITION FOR AMENDMENT OF

BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1

EXHIBIT B

CITY OF VENUS, TEXAS NOTICE OF PUBLIC HEARING REGARDING REVISION OF BOUNDARIES AND ESTIMATED COSTS OF BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Venus, Texas (“Venus”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Miskimon Management I, L.L.C., a Texas limited liability company, along with Richard Miskimon and Sheri Miskimon in their individual capacity (the “Petitioner”), requesting that the City revise the boundaries of certain property owned by the Petitioner to be included in the Brahman Ranch Public Improvement District No. 1 (the “District”) and to increase the estimated costs of the Authorized Improvements.

Time and Place of the Hearing. The public hearing will start on March 29, 2021 at 7:00 p.m. at the Venus Civic Center located at 210 S. Walnut Street, Venus, Texas.

General Nature of the Proposed Improvements. The previously estimated cost to design, acquire and construct of those improvements for which the District was created and identified in the resolution creating the District (the “Initial Improvements”), being Resolution No. 11-2020-05 adopted on May 11, 2020 (the “Creation Resolution”), was \$31,000,000. Additional improvements have been identified, including the design, acquisition, and construction of public improvement projects authorized by Chapter 372, Texas Local Government Code (the “Act”), that are necessary for development of the Property, which may include, but are not limited to, the following: (a) (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement except that costs related to the acquisition of land, within the Property, for the construction of improvements will be not be considered an Authorized Improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (b) the payment of expenses incurred in the establishment, administration, maintenance and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the City or District (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and

operation of the District is not to exceed \$50,000,000.

Proposed District Boundaries. The Property includes approximately 665.363 acres of land in Ellis County located at the northwest corner of the intersection of Farm-to-Market Road 157 and Marion Road, and as more particularly described by a metes and bounds description available at Venus City Hall located 700 W. HWY 67, Venus, Texas and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the District and possible tax reinvestment zone revenue. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

**AMENDED PETITION REQUESTING THE ESTABLISHMENT
OF
BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1**

This amended petition (hereinafter referred to as the "Amended Petition") is submitted and filed with the City Secretary of the City of Venus, Texas (hereinafter referred to as the "City"), by the undersigned owners (hereinafter referred to as the "Owners") of approximately 665.363 contiguous acres located within the corporate limits of the City, which property is described in *Exhibit A* which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"), acting pursuant to Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), requesting that the City Council of the City of Venus, Texas, establish the Brahman Ranch Public Improvement District No. 1 (hereinafter referred to as the "District") to include the Property. This Amended Petition is being submitted to revise the Authorized Public Improvements Costs set forth in Section 2(a) hereof. In support of this Amended Petition and the creation of the District, Owners present the following:

Section 1. General Nature of the Proposed Public Improvements. The proposed public improvements authorized by the Act to be undertaken and financed for the special benefit of the Property (hereinafter referred to as the "Authorized Public Improvements") may include, but are not limited to, the following:

- (a) public improvements necessary to develop approximately 665.363 acres within the Property and necessary from time to time for the phased development of the Property for residential and commercial uses, which public improvements may include, but are not limited to, the following: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) right-of-way costs for off-site roadway improvements as defined in the Development Agreement, and costs for acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement, except for costs related to acquisition of land within the boundaries of the property for on-site roadway improvements; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement (collectively, the "Authorized Public Improvements"); and
- (b) the payment of expenses incurred in the establishment, administration, maintenance and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the City or District.

Section 2. Estimated Costs of Proposed Public Improvements.

- (a) The costs for the Authorized Public Improvements, as updated by this Amended Petition, are estimated to be \$50,000,000.00 (hereinafter referred to as the "Authorized Public Improvements Costs").

Section 3. Boundaries of the Proposed District. The boundaries of the proposed District are set forth in *Exhibit A*, attached hereto and incorporated by reference herein. The District includes a total of approximately 678 acres owned by Owners and described by metes and bounds on *Exhibit A* attached hereto.

Section 4. Proposed Method of Assessment.

- (a) Authorized Public Improvements Costs. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on the Property similarly benefited. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Public Improvements financed with the assessments are assessed against the Property in the District; (ii) the assessments to be collected each year; and (iii) reduction of the assessments for cost savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to Property in the District and how the costs of the Authorized Public Improvements are assessed to Property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on the Property similarly benefited.
- (b) Methodology. The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Public Improvements provided with the assessments based on the special benefits received by the Property from the Authorized Public Improvements and Property equally situated paying equal shares of the costs of the Authorized Public Improvements.

Section 5. Proposed Apportionment of Costs between the District and the City. The Owners and the City agree that the apportionment of costs for the Authorized Improvements shall be pursuant to the terms of the Development Agreement approved by the City at the Council Meeting on November 22, 2019 or as may be amended by agreement of the City and Owners.

Section 6. Management of the District. Owners propose that the District be managed by the City with the assistance of consultants hired by the City and paid for as an administrative cost of the District.

Section 7. Owners Request Establishment of the District. Owners request and concur with the establishment of the District and with the levy of assessments against the Property to pay for or finance the Authorized Public Improvements to the extent the Authorized Public Improvements confer a special benefit on the Property.

Section 8. Advisory Board. An advisory body may be established to develop and recommend an improvement plan to the City Council of the City; however, Owners propose that the District be established and managed without an advisory body.

Section 8. Advisory Board. An advisory body may be established to develop and recommend an improvement plan to the City Council of the City; however, Owners propose that the District be established and managed without an advisory body.

Section 9. Filing of Petition. This Amended Petition will be filed with the City Secretary, City of Venus, Texas.

This Amended Petition is signed by Owners of approximately 100% of the Property, including 100% of the property liable for assessment. This Amended Petition is sufficient to create the District under the Act because it is signed by: (1) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

RESPECTFULLY SUBMITTED this 3rd day of March, 2021.

OWNERS:

MISKIMON MANAGEMENT I, L.L.C.,
a Texas limited liability company

Richard Miskimon
Richard Miskimon, Managing Member

STATE OF OKLAHOMA

COUNTY OF Atoka

§
§
§

Before me on this day personally appeared Richard Miskimon, Managing Member of Miskimon Management I, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

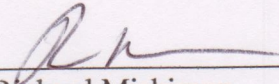
Given under my hand and seal of office this 3rd day of March, 2021.

Janeen Burnett
Notary Public in and for the State of Oklahoma

(SEAL)



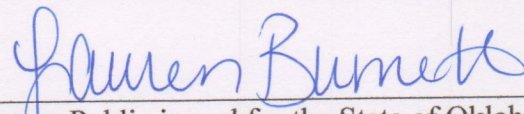
RICHARD MISKIMON


Richard Miskimon

STATE OF OKLAHOMA §
 §
COUNTY OF Atoka §

Before me on this day personally appeared Richard Miskimon, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of March, 2021


Notary Public in and for the State of Oklahoma



SHERI MISKIMON

Sheri Miskimon
Sheri Miskimon

STATE OF OKLAHOMA

COUNTY OF Atoka

§
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§

Before me on this day personally appeared Sheri Miskimon, an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of March, 2021

Lauren Burnett
Notary Public in and for the State of Oklahoma

(SEAL)



EXHIBIT "A"

Being a tract of land situated in the L. Kelsey Survey, Abstract No. 594, the J. Bateman Survey, Abstract No. 103, the H. Slaughter Survey, Abstract No. 1016, the J. Jackson Survey, Abstract No. 560, the S. Price Survey, Abstract No. 860 and the J. McQuatters Survey, Abstract No. 781, Ellis County, Texas, and being all of those tracts of land described in Deeds to Richard K. Miskimon and Sheri Miskimon, a called 162.33 acre tract recorded in Volume 1509, Page 164, of the Official Public Records of Ellis County, Texas (OPRECT), a called 10.000 acre tract 1 and a 0.6498 acre tract 2, recorded in Volume 2334, Page 1793, a called 71.813 acre tract, recorded in Volume 1841, Page 2039, OPRECT, a called 170.0456 acre tract, recorded in Volume 1209, Page 293, OPRECT, and being all of a called 30.0 acre Lot 1, Southland Addition, recorded in Cabinet C, Slide 512, OPRECT, a portion of a called 10.00 acre tract 1, Armstrong Creek Addition, recorded in Cabinet C, Page 26, OPRECT and a portion of those tracts of land described in Deed to Richard K. Miskimon and Sheri Miskimon, a called 97.8915 acre tract, recorded in Volume 1890, Page 1798, OPRECT and a called 23.738 acre tract, recorded in Volume 1910, Page 20, OPRECT; and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of a tract of land described in Deed to Jason D. Stottlemire and Jill S. Stottlemire, recorded in Volume 1890, Page 1778, OPRECT, in the East line of said Miskimon called 97.8915 acre tract, the East line of said Armstrong Addition and the West right-of-way (row) line of F.M. Highway No. 157 (a variable width row) from which a 1/2" iron rod found for the Southeast corner of said Armstrong Addition bears, S 28° 23' 58" E, a distance of 276.18 feet;

THENCE S 61° 32' 18" W, along the North line of said Stottlemire tract, a distance of 1046.66 feet to a 1/2" iron rod found for the Northwest corner of said Stottlemire tract;

THENCE S 28° 14' 31" E, along the West line of said Stottlemire tract, passing at a distance of 412.11 a 1/2" iron rod found for the Southwest corner of said Stottlemire tract and the common Northwest corner of a tract of land described in Deed to Timothy D. Stottlemire and Linda K. Stottlemire, recorded in Volume 2692, Page 1143, OPRECT, a total distance of 825.08 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southwest corner of said Timothy Stottlemire tract, in the South line of said Miskimon called 97.8915 acre tract and the common North line of a tract of land described in Deed to Byrum Ranch, recorded in Volume 2766, Page 1608, OPRECT;

THENCE S 62° 04' 43" W, along the North line of said Byrum Ranch tract and the common South line of said Miskimon called 97.8915 acre tract, a distance of 2428.83 feet to 1/2" iron rod found for the Northwest corner of said Byrum Ranch tract at an angle point in the East line of a tract of land described in Deed to Byrum Ranch, recorded in Volume 2171, Page 479, and being at an angle point in the South line of said Miskimon called 97.8915 acre tract;

THENCE N 29° 42' 13" W, along the East line of said Byrum tract and a West line of said Miskimon called 97.8915 acre tract, a distance of 296.13 feet to a 1/2" iron rod found for the Northeast corner of said Byrum tract and an interior ell corner of said Miskimon called 97.8915 acre tract;

THENCE S 59° 56' 03" W, along the North line of said Byrum Ranch tract and the common South line of said Miskimon called 97.8915 acre tract, passing at a distance of 1269.69 feet a point for the Northeast corner of a tract of land described in Deed to Robyn R. Farrell and Phillip W. Farrell, recorded in Volume 2231, Page 1871, OPRECT, a total distance of 2175.26 feet to a 1/2" iron rod found for the Southwest corner of said Miskimon called 97.8915 acre tract, from which a 1/2" iron rod found for the called Southeast corner of a tract of land described in Deed to OBK Realty, LLC, recorded in Instrument No. 1807542, OPRECT, bears N 86° 14' 12" E, a distance of 27.70 feet;

THENCE N 33° 09' 57" W, along the West line of said Miskimon called 97.8915 acre tract, a distance of 635.80 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northwest corner of said Miskimon called 97.8915 acre tract and the common Southwest corner of said Miskimon called 71.813 acre tract, from which a 1/2" iron rod found for the Southeast corner of said Miskimon called 71.813 acre tract bears N 63° 45' 19" E, a distance of 620.47 feet;

THENCE N 13° 44' 01" W, along the West line of said Miskimon called 71.813 acre tract a distance of 2447.39 feet to a 1/2" iron rod found for the Northwest corner of said Miskimon called 71.813 acre tract, from which a 1/2" iron rod found for an interior ell corner of said OBK Realty tract bears S 43° 34' 18" W, a distance of 7.89 feet;

THENCE N 59° 17' 11" E, along the North line of said Miskimon called 71.813 acre tract, passing at a distance of 351.63 feet a 1/2" iron rod found for an ell corner in the East line of said OBK Realty tract and a called Southwest corner of a tract of land described in Deed to Reuel C. Hendrick and Wanda O. Hendrick, bears S 30° 42' 49" E, a distance of 2.00 feet, passing at a distance of 790.68 feet a 1/2" iron rod bears S 30° 42' 49" E, a distance of 2.00 feet a total distance of 1592.77 feet to a 1/2" iron rod found for the Northeast corner of said Miskimon called 71.813 and the Northwest corner of said Miskimon called 170.0456 acre tract 1 from which a 1/2" iron rod found for an angle point in the East line of said Miskimon called 71.813 acre tract and the West line of said Miskimon called 170.0456 acre tract bears S 09° 06' 39" E, a distance of 1435.52 feet;

THENCE N 59° 12' 54" E, along the North line of said Miskimon called 170.0456 acre tract and the called South line of said Hendrick tract, a distance of 828.57 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 170.0456 acre tract and the common Southeast corner of said Hendrick tract, in the East line of said Miskimon called 162.33 acre tract, in a called abandoned County Road, from which a 1/2" iron rod bears N 59° 00' 41" E, a distance of 24.26 feet and a 1/2" iron rod found for the Southwest corner of said Miskimon called 162.33 acre tract and an interior ell corner of said Miskimon called 170.0456 acre tract, bears S 30° 42' 49" E, a distance of 804.10 feet;

THENCE N 30° 42' 04" W, along the West line of said Miskimon called 162.33 acre tract and the common East line of said Hendrick tract and a called abandoned County Road, a distance of 2041.79 feet to a 1/2" iron rod found for the Northwest corner of said Miskimon called 162.33 acre tract and the common Southwest corner of said Miskimon called 23.738 acre tract;

THENCE N 30° 31' 33" W, along the West line of said Miskimon called 23.738 acre tract and the common West line of said Hendrick tract and a called abandoned County Road, a distance of 1254.57 feet to a 2" pipe found for the Northwest corner of said Miskimon called 23.738 acre tract,

in the South row line of FM Highway NO. 2258 (a variable width row), from which a 1/2" iron rod found bears S 05° 28' 07" W, a distance of 3.44 feet;

THENCE N 60° 35' 27" E, along the North line of said Miskimon called 23.738 acre tract and the common South row line of said FM Highway No. 2258, a distance of 625.35 feet to a 5/8" iron rodd with cap stamped "TXRCS" set for corner;

THENCE, over and across said Miskimon called 23.738 acre tract, as follows:

S 22° 49' 02" E, a distance of 455.76 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 57° 28' 58" E, a distance of 267.31 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner in the East line of said Miskimon called 23.738 acre tract and the common West line of a tract of land described in Deed to Barnet Gathering, LP, recorded in Volume 2283, Page 315, OPRECT;

THENCE S 30° 31' 11" E, along the East line of said Miskimon called 23.738 acre tract and the common West line of said Barnett Gathering tract, a distance of 797.25 feet to a 1/2" iron rod found for the Southeast corner of said Miskimon called 23.738 acre tract and the common Southwest corner of said Barnet Gathering tract, in the North line of said Miskimon called 162.33 acre tract;

THENCE N 58° 54' 05" E, along the North line of said Miskimon called 162.33 acre tract, the South line of said Barnett Gathering tract, the South line of a tract of land described in Deed to Joe Lee, recorded in Volume 866, Page 629, OPRECT, and the South line of the remainder of a tract of land described in Deed to V.V. Lee, recorded in Volume 332, Page 541, OPRECT, a distance of 1840.83 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 162.33 acre tract and the common Southeast corner of said Lee tract in the West line of the remainder of a tract of land described in Deed to Joe Lee and Margaret Lee, recorded in Volume 471, Page 280, OPRECT, in a called abandoned County Road;

THENCE S 30° 14' 10" E, along the East line of said Miskimon called 162.33 acre tract and the common West line of said tract and the called abandoned County Road, passing at a distance of 1260.87 feet the Northeast corner of said Miskimon called 10.000 acre tract 1, passing at a distance of 1360.87 feet a 1/2" iron rod found for witness, total distance of 1517.26 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northwest corner of said Miskimon called 0.6498 acre tract 2 and the called Southwest corner of said Joe Lee tract;

THENCE N 30° 16' 37" E, along the North line of said Miskimon called 0.6498 acre tract and the common South line of said Joe Lee tract, a distance of 127.66 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 0.6498 acre tract in the West row line of said FM Highway No. 157;

THENCE, along the West row line of said FM Highway No. 157 and the common East line of said Miskimon called of said Miskimon called 0.6498 acre tract 2, called 10.000 acre tract 1, called 162.33 acre tract, called 170.0456 acre tract, Southland Addition, called 97.8915 acre tract and Armstrong Addition, the following:

S 17° 34' 34" E, a distance of 124.94 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the beginning of a tangent curve to the left, having a radius of 3864.72 feet, a chord bearing S 23° 52' 34" E, a chord length of 848.18 feet;

Along said curve to the left, passing at an arc distance of 571.58 a 1/2" iron rod found for the South corner of said Miskimon called 0.6498 acre tract, a total arc length of 849.90 feet to a 5/8" iron rod with cap stamped "TXCRS" set for corner; S 30° 14' 10" E, passing at a distance of 1326.42 feet a 3/8" iron rod found for the Northeast corner of said Southland Addition a Southeast corner of said Miskimon called 170.0456 acre tract, a total distance of 1478.42 feet to a 1/2" iron rod found for the beginning of a non-tangent curve to the right having a radius of 4902.48 feet, a chord bearing S27° 29' 30" E, a chord length of 481.92 feet;

Along said curve to the right an arc length of 482.11 feet to 1/2" iron rod found for corner;

S 12° 01' 43" E, a distance of 42.09 feet to 1/2" iron rod found for the Southeast corner of said Southland Addition, a Northeast corner of said Miskimon 170.0456 acre tract and the beginning of a non-tangent curve to the left, having a radius of 3864.72 feet, a chord bearing S 26° 06' 03" E, a chord length of 245.09 feet;

Along said curve to the left, an arc length of 245.13 feet to a 1/2" iron rod found for corner;

S 27° 57' 40" E, a distance of 3.92 feet to a 3/8" iron rod found for the Southeast corner of said Miskimon called 170.0456 acre tract and the common Northeast corner of said Miskimon called 97.8915 acre tract and the called Northeast corner of said Armstrong Estates;

S 28° 23' 58" E, a distance of 20.27 feet to the Point of Beginning and containing 534.110 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING a tract of land situated in the S. PRICE SURVEY, ABSTRACT NO. 860 and the J. MCQUATTERS SURVEY, ABSTRACT NO. 781, Ellis County, Texas and being a portion of that tract of land described in deed to Richard K. Miskimon and Sheri Miskimon, recorded in Volume 1209, Page 293 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described, as follows:

COMMENCING at a 1/2" iron rod found for the Southeast corner of a called 30.0 acre lot 1, Southland Addition, an addition to Ellis County, Texas, recorded in Cabinet C, Slide 512, OPRECT and a common Northeast corner of said Miskimon tract, same being in the West ROW line of FM Highway NO. 157 (a variable width right-of-way);

THENCE S 74°42'43" W, along the South line of said Southland Addition and a common North line of said Miskimon tract, a distance of 2300.00 feet;

THENCE S 82°24'24" W, over and across said Miskimon tract, a distance of 34.24 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the POINT OF BEGINNING;

THENCE continuing over and across said Miskimon tract, as follows:

S 06°42'05" E, a distance of 200.50 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 11°54'34" E, passing at a distance of 200.00 feet a 5/8" iron rod with cap stamped "TXRCS" set for witness, a total distance of 346.37 feet to a point for corner in a pond;

S 77°38'54" W, passing at a distance of 200.00 feet a 5/8" iron rod with cap stamped "TXRCS" set for witness, a total distance 263.20 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 10°41'14" W, a distance of 101.06 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 06°23'34" W, a distance of 343.83 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 04°05'38" E, a distance of 56.87 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 58°00'14" E, a distance of 233.25 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 32°48'31" E, a distance of 32.09 feet to the POINT OF BEGINNING, and containing 3.038 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING a tract of land situated in the S. PRICE SURVEY, ABSTRACT NO. 860, Ellis County, Texas and being a portion of a called 30.0 acre Lot 1, Southland Addition, an addition to Ellis County, Texas, recorded in Cabinet C, Slide 512 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described, as follows:

COMMENCING at a 1/2" iron rod found for the Southeast corner of said Southland Addition and a common Northeast corner of that tract of land described in deed to Richard K. Miskimon and Sheri Miskimon, recorded in Volume 1209, Page 293, OPRECT, same being in the West row line of FM Highway No. 157 (a variable width right-of-way);

THENCE S 74°42'43" W, along the South line of said Southland addition and a common North line of said Miskimon tract, a distance of 2300.00 feet to a point for the Southwest corner of said Southland addition and an interior ell corner of said Miskimon tract;

THENCE N 15°17'17" W, along the West line of said Southland addition and a common East line of said Miskimon tract, a distance of 46.18 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the point of beginning;

THENCE N 15°17'17" W, continuing along said common line, a distance of 188.96 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

THENCE over and across said Southland addition, as follows:

N 59°04'06" E, a distance of 249.61 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 29°45'37" E, a distance of 166.16 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 01°04'41" W, a distance of 17.05 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 59°15'45" W, a distance of 213.01 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 57°28'00" W, a distance of 75.15 feet to the point of beginning, and containing 1.129 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING all that certain lot, tract, or parcel of land lying in the L. KELSEY SURVEY, ABSTRACT NO. 594, in Ellis County, Texas, and being a part of a called 23.738ac tract of land described in Volume 1910, Page 20, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the Southeast line of F.M. 2258, (a state road) for the North corner of this tract and same for the said 23.738 acre tract and being the West corner of a called 4.83 acre tract of land described in Volume 2283, Page 315, OPRECT;

THENCE S 30° 08' 09" E, 438.34 feet, (Deed- Record bearing basis) along the Northeast line of this tract and same for the said 23.738 acre tract and along the Southwest line of the called 4.83 acre tract to a 1/2" steel rod fond set for the East corner of this tract;

THENCE into the said 23.738 acre tract and along the Southeast and Southwest lines of this tract as follows:

S 57° 52' 00" W, 267.31 feet to a 1/2" steel rod set for the South corner of this tract; and N 22° 26' 00" W, 455.79 feet to a 1/2" steel rod set in the Northwest line of the 23.738 acre tract and in the Southeast line of F.M. 2258 for the West corner of this tract;

THENCE N 60° 59' 01" E, 206.10 feet (Plat-N 60° 59'00" E) along the Northwest line of this tract and same for the called 23.738 acre tract and along the Southeast line of F.M. 2258 to the POINT OF BEGINNING, and containing approximately 2.415 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. *Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.*

Being a tract of land situated in the J. BATEMAN SURVEY, Abstract No. 103, Ellis County, Texas, and being a portion of that tract of land described in Deed to Reuel C. Hendrick and wife, Wanda O. Hendrick, recorded in Volume 556 Page 213, of the Official Public records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe found (IPF) for the Northeast corner of that tract of land described in Deed to Rodney McCown and Gale Ann McCown, recorded in Instrument No. 1834411, OPRECT, and in the North line of said Hendrick tract and the common South right-of-way (ROW) line of FM Highway No. 2258 (FM 2258) (a variable width row), from which a 1/2" iron rod found (IRF) for a point of curvature in the North line of said McCown tract and the common South row line of said FM 2258 bears N 67°12'28" E, a distance of 165.05 feet;

THENCE along the North lines of said Hendrick tract and the common South row lines of said FM 2258, as follows:

N 66°17'10" E, a distance of 33.03 feet to a 1/2" irf for an angle point in said common line;

N 59°51'10" E, a distance of 645.19 feet to a 5/8" iron rod with cap stamped "TXRCS" set for an angle point in said common line, and the Northwest corner of that tract of land described in Deed to Richard E. Swain and wife, Jennifer L Swain, recorded in Volume 2256, Page 645, OPRECT, from which a 1/2" IRF for an angle point in the North line of said Swain tract and the common South row line of said FM 2258 bears N 54°08'32" E, a distance of 150.75 feet;

THENCE S 21°33'20" E, along the West line of said Swain tract, a distance of 1150.51 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southwest corner of said Swain tract;

N 58°37'33" E, along the South line of said Swain tract, a distance of 829.57 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southeast corner of said Swain tract;

N 27°58'31" W, along the East line of said Swain tract, a distance of 474.82 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

THENCE N 58°47'11" E, over and across said Hendrick tract, a distance of 607.53 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner in the East line of said Hendrick tract and the common West line of that tract of land described in Deed to Richard K. Miskimon and Sheri R. Miskimon, recorded in Instrument No. 1808509, OPRECT, from which a 1/2" IRF for the Northeast corner of said Hendrick tract bears N 30°36'40" W, a distance of 616.91 feet;

THENCE along the common lines between said Hendrick tract and said Miskimon tract, as follows:

S 30°36'40" E, a distance of 604.79 feet to a 1/2" IRF for an angle point in said common line;

S 30°42'04" E, a distance of 2041.79 feet to a 5/8" iron rod with cap stamped "TXRCS" found for the Southeast corner of said Hendrick tract and a common interior ell corner of said Miskimon tract, from which a 1/2" iron rod found bears N 59°12'54" E, a distance of 24.00 feet;

S 59°12'16" W, passing a 1/2" IRF at a distance of 828.57 feet, in all a total distance of 2069.70 feet to a 1/2" ipf for the Southwest corner of said Hendrick tract and a common exterior ell corner of that tract of land described in Deed to OBK Realty, LLC, recorded in Instrument No. 1807542, OPRECT, from which a 1/2" IRF for an interior ell corner of said OBK Realty tract and a common exterior ell corner of said Miskimon tract bears S 59°16'33" W, a distance of 359.25 feet;

THENCE along the common lines between said Hendrick tract and said OBK Realty tract, as follows:

N 25°27'42" W, a distance of 1526.43 feet to a fence corner found for an interior ell corner of said Hendrick tract and a common exterior ell corner of said OBK Realty tract;

S 59°41'36" W, a distance of 1172.26 feet to a fence corner found for an exterior ell corner of said Hendrick tract and a common interior ell corner of said OBK Realty tract;

N 07°25'02" W, a distance of 1467.33 feet to a 5/8" iron rod with cap stamped "TXRCS" set for an exterior ell corner of said Hendrick tract and the common Southwest corner of said McCown tract;

THENCE along the common lines between said Hendrick tract and said McCown tract, as follows:

N 60°10'39" E, a distance of 378.86 feet to a 3/4" IRF for an interior ell corner of said Hendrick tract and the common Southeast corner of said McCown tract;

N 07°10'56" W, a distance of 476.08 feet to the Point of Beginning, and containing 148.367 acres of land, more or less.

SAVE AND EXCEPT the following tract of land:

Being a 10.532 acres (458,791 Square Feet) tract of land situated in the S.B. Price Survey, Abstract No. 860, City of Venus, Ellis County, Texas; being a portion of that called 200.046 acres {tract 1) and that called 97.8915 acres (tract 5), conveyed to Fall Creek Land & Cattle, LLC .. of record in Document No. 2018-1808509, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and more particularly described by metes and bounds as follows,

BEGINNING at 112-inch iron rod with cap stamped "Rockin CT" found in the west right of way (R.O.W.) line of F.M. Highway 157 (R.O.W. varies) from which a 5/8-inch iron rod with cap stamped "TXRCS" found in the west R.O.W. line of said F.M. Highway 157 bears North 30°14'03" West, 254.86 feet and from said 5/8-inch iron rod with cap stamped "TXRCS" found a 1/2-inch iron rod with cap stamped "FORT WORTH SURVEYING" found in the east RO.W. line of said F.M. Highway 157 bears North 59°49'58" East, 104.77 feet, said POINT OF BEGINNING being the northeast corner of the herein described tract,

THENCE, South 30°14'03" West, 1223.56 feet to a 1/2 inch iron rod marking the beginning of a curve to the right;

482.11 feet along said curve to the right having a radius of 4,902.46 feet, a delta angle of 2°03'36" and a chord bearing South 27°29'23" East, 481.92 feet to a 1/2 inch iron rod:

THENCE, South 30°14'03" East, 90.04 feet to a 1/2 inch iron rod marking the beginning of a curve to the left:

245.13 feet along said curve to the left having a radius of 3,864.72 feet, a delta angle of 0°12'30" and a chord bearing South 26°05'56" East, 245.09 feet to a 1/2 inch iron rod;

THENCE, South 27°57'33" East, 3.92 feet to a 1/2 inch iron rod ;

THENCE, South 28°23'49" East, 20.27 feet to a 1/2 inch iron rod with a cap stamped "Rockin Ct" on the ROW line of F.M. Highway 157;

THENCE, South 61°32'25" West, 225.00 feet departing the ROW line of F.M. Highway 157 to a point;

THENCE, North 28°27'42" East, 180.05 feet to a point;

THENCE, North 61 °32'18" East, 65.45 feet to a point marking the beginning of a curve to the right;

6.94 feet along said curve to the right having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing North 79°36'10" East, 6.82 feet to a point marking the beginning of a curve to the left;

42.25 feet along said curve to the left having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing North 79°36'10" East, 41.55 feet to a point;

THENCE, North 61 °32'18" East, 117.52 feet to a point returning to the west ROW line of F.M. Highway 157 marking the beginning of a curve to the left:

90.15 feet along said curve to the left having a radius of 3,864.72 feet, a delta angle of 1°20'12" and a chord bearing North 25°09'30" West, 90.15 feet along the west ROW line of F.M. Highway 157 to a point; THENCE, South 61°32'18" West, 122.72 feet leaving the west ROW line of F.M. Highway 157 to a point marking the beginning of a curve to the left;

42.25 feet along said curve to the left having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing South 43°28'26" West, 41.55 feet to a point marking the beginning of a curve to the right;

6.94 feet along said curve to the right having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing South 43°28'26" West, 6.82 feet to a point;

THENCE, South 61°32'18" West, 73.04 feet to a point;

THENCE, North 28 °27'42" West, 1130.00 feet to a point;

THENCE, North 61 °32'18" West, 79.73 feet to a point marking the beginning of a curve to the right;

6.94 feet along said curve to the right having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing North 79°36'10" East, 6.82 feet to a point marking the beginning of a curve to the left;

42.25 feet along said curve to the left having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing North 79°36'10" East, 41.55 feet to a point;

THENCE, South 61°32'18" West, 119.67 feet to a point returning to the west ROW line of F.M. Highway 157;

THENCE, South 30°14'03" East, 90.04 feet along the west ROW line of F.M. Highway 157 to a point;

THENCE, North 61°32'18" East, 116.88 feet exiting the west ROW line of F.M. Highway 157 to a point marking the beginning of a curve to the left;

42.25 feet along said curve to the left having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing South 43°28'26" West, 41.55 feet to a point marking the beginning of a curve to the right;

6.94 feet along said curve to the right having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing South 43°28'26" West, 6.82 feet to a point

THENCE, South 61°32'18" West, 79.73 feet to a point ;

THENCE, North 28°27'42" West, 580.53 feet to the Point of Beginning and Containing 10.532 acres (458,791 Square Feet) of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. *Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.*

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Venus, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 8th day of March, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

James L. Burgess, Mayor
Jeanie Toland-Scott, Mayor Pro-Tem
Linda Raye Harris, Council Member
Jeannie Prazak, Council Member
Geronimo Hernandez, Council Member
Phyllis Lewis, Council Member

Andy Wolfe, City Administrator
Callie Green, City Secretary

and all of said persons were present, except _____,
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

A RESOLUTION OF THE CITY OF VENUS, TEXAS APPROVING A BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1 PRELIMINARY SERVICE AND ASSESSMENT PLAN; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY; CALLING AND NOTICING A PUBLIC HEARING TO CONSIDER ASSESSMENTS TO BE LEVIED ON PROPERTY LOCATED WITHIN THE BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: __

NOES: __

ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at

said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 8TH DAY OF MARCH, 2021.

ATTEST:

James L. Burgess, Mayor

Callie Green, City Secretary

(SEAL)



RESOLUTION NO. 44-2021-03

A RESOLUTION OF THE CITY OF VENUS, TEXAS APPROVING A BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1 PRELIMINARY SERVICE AND ASSESSMENT PLAN; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY; CALLING AND NOTICING A PUBLIC HEARING TO CONSIDER ASSESSMENTS TO BE LEVIED ON PROPERTY LOCATED WITHIN THE BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the governing body (the "City Council") of the City of Venus, Texas (the "City"), to create a public improvement district within the City; and

WHEREAS, the City Council has previously created the Brahman Ranch Public Improvement District No. 1 (the "District"); and

WHEREAS, on January 11, 2021, the City Council, after notice and public hearing, adopted an ordinance accepting and approving a service and assessment plan for the District (the "Initial Service and Assessment Plan"), approving the assessment roll and levying the Phase 1 and 2 Improvements Assessments on the Assessed Property (each as defined in the Initial Service and Assessment Plan); and

WHEREAS, the City Council and the City staff have been presented a "Brahman Ranch Public Improvement District No. 1 Preliminary Service and Assessment Plan", dated March 8, 2021 (the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and

is incorporated herein for all purposes, which Preliminary SAP is amending and restating the Initial Service and Assessment Plan in its entirety; and

WHEREAS, pursuant to the terms of the Initial Service and Assessment Plan and as part of the Preliminary SAP, the City Council intends to (i) redefine the legal description of Phase 1 and 2 Property and thus which Parcels shall constitute the Phase 1 and 2 Assessed Property (as defined in the Preliminary SAP), (ii) change the amounts of the Phase 1 and 2 Authorized Improvements, Phase 1 and 2 Authorized Improvements Costs, Phase 1 and 2 Improvements Budgeted Costs, and Phase 1 and 2 Improvements Assessments (each as defined in the Preliminary SAP), (iii) to terminate and release the Phase 1 and 2 Improvements Assessments on the Assessed Property, and (iv) to levy assessments against assessable property within Phase 1 and 2 Property; and

WHEREAS, the Act requires that the proposed assessment rolls attached to the Preliminary SAP (the "Proposed Assessment Rolls") be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be held to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the District is located before the 10th day before the date of the Assessment Hearing;

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby accepts the Preliminary SAP for the District, including the Proposed Assessment Rolls. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection during regular business hours.

SECTION 4. The City Council hereby calls a public hearing (the Assessment Hearing as defined above) to be held on April 12, 2021 at 7:00 p.m. at the Venus Civic Center located at 210 S. Walnut Street, Venus, Texas, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Assessment Hearing, the City Council may consider an ordinance approving the final Service and Assessment Plan.

SECTION 5. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the District is located, as required by Section 372.016(b) of the Act.

SECTION 6. The City Council hereby authorizes and directs the City Secretary to mail notice of the Assessment Hearing to owners of property liable for the assessments, as required by Section 372.016(c) of the Act.

SECTION 7. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 8th day of March, 2021.

Mayor

ATTEST:

City Secretary

*Signature page to Resolution
Approving a Preliminary SAP and Calling a Public Hearing*

Exhibit A

**BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1
PRELIMINARY SERVICE AND ASSESSMENT PLAN**

Exhibit B

CITY OF VENUS, TEXAS NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Venus, Texas on April 12, 2021 at 7:00 p.m. at the Venus Civic Center located at 210 S. Walnut Street, Venus, Texas. The public hearing will be held to consider proposed assessments to be levied against certain assessable property located within the Phase 1 and 2 Property (the "Property") of the Brahman Ranch Public Improvement District No. 1 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements include the design, acquisition and construction of public improvement projects that are necessary for development of the Property, which public improvements will include, but not be limited to: (a) (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8); (10) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement except that costs related to the acquisition of land, within the Property, for the construction of improvements will be not be considered an Authorized Improvement; (11) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (b) the payment of expenses incurred in the establishment, administration, maintenance and operation of the District, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the City or District (collectively, the "Authorized Improvements"). The total costs of the Phase 1 and 2 Authorized Improvements is approximately \$9,000,000.

The boundaries of the District include approximately 665.363 acres contiguous acres of land located in the extraterritorial jurisdiction of the City within Ellis County and generally located at the northwest corner of the intersection of Farm-to-Market Road 157 and Marion Road. The boundaries of the Phase 1 and 2 Property include approximately 139.28 acres located within the District. A metes and bounds description and a map of the District (together with a metes and bounds description and map of the Phase 1 and 2 Property) are available for public inspection during regular business hours from the City Secretary at Venus City Hall located 700 W. HWY 67, Venus, Texas.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the Proposed Assessment Rolls relating to the Authorized Improvements, which includes the assessments to be levied against certain assessable parcels in the District, is available for public inspection during regular business hours from the City Secretary at Venus City Hall located 700 W. HWY 67, Venus, Texas.

CITY OF VENUS
BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1
(PHASE 1 AND 2 PROJECT)



PRELIMINARY
SERVICE AND ASSESSMENT PLAN

MARCH 8, 2021

PREPARED FOR:
City of Venus
700 W Hwy 67
Venus, TX 76084

PREPARED BY:
30 Three Sixty Public Finance, Inc.
5860 Owens Avenue, Suite 210
Carlsbad, CA 92008

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This Preliminary Service and Assessment Plan is prepared pursuant to the provisions of the "Public Improvement District Assessment Act," being Chapter 372 "Improvement Districts in Municipalities and Counties," Subchapter A "Public Improvement Districts," Sections 372.001 through 372.041 of the Local Government Code of the State of Texas, as amended (the "PID Act") and in connection with City of Venus Resolution No. 11-2020-05 passed and approved by the City Council on May 11, 2020 authorizing the formation of the BRAHMAN RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1 (hereinafter known as the "District," "PID" or "Brahman Ranch PID") and in connection with the PID Boundary and Authorized Improvements Amendment Resolution anticipated to be approved by the City Council on March 29, 2021.

Pursuant to the PID Act, this Service and Assessment Plan contains the following:

- Improvement Plan;
- Service Plan; and
- Assessment Plan and Assessment Roll.

In accordance with the PID Act, the Administrator will prepare at least annually an update to the Service and Assessment Plan (the "Annual Service Plan Update") and submit it to the City Council for approval along with an updated Assessment Roll.

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in Section II unless otherwise defined in this Service and Assessment Plan.

"Additional Interest" means the amount of additional interest resulting from the application of the Additional Interest Rate to the outstanding Assessment principal.

"Additional Interest Rate" means the incremental interest rate charged on the Assessments, in excess of the interest rate charged on the PID Bonds or Refunding Bonds, if any, not to exceed one-half of one percent (0.50%) as authorized pursuant to the PID Act.

"Administrative Expenses" means the reasonable expenses incurred by the City and the Developer in the establishment, administration, and operation of the PID. The expenses of administration and operation of the PID (i. e, collection costs), may include, but are not limited to, the costs of (i) direct and contracted costs incurred by the City including legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting and transmitting the Assessments or the Annual Installments thereof to the City, Trustee or other applicable financial institution, (iv) maintaining the record of Assessments, including payments, reallocations and/or cancellations of the Assessments or Annual Installments thereof, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, arbitrage rebate requirements and/or securities disclosure requirements, (vii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel) related to the PID Bonds, and (viii) the City's costs of administering the construction of the Authorized Improvements. Administrative Expenses shall also include the administrative costs and expenses of issuing, making debt service payments on, and redeeming PID Bonds; provided, however, that for the avoidance of doubt, Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on PID Bonds. Administrative Expenses collected and not encumbered or expended shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid over collection.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

"Annual Installment" means the sum of each annual payment of: (i) the Assessment (including the principal of and interest on), as shown on the Assessment Rolls attached to this SAP as Appendix A, as the same may be updated from time to time, or in an Annual Service Plan Update, and calculated as provided in Section VI of this SAP, (ii) Administrative Expenses, and (iii) Additional Interest, if applicable.

"Assessed Property" means the benefited Parcels within the Property on which Assessments are levied.

- **"Phase 1 and 2 Assessed Property"** means the Phase 1 and Phase 2 Property on which Phase 1 and 2 Improvement Assessments are levied, which property consists of the Phase 1 and 2 Single-Family Property.

"Assessments" means the special assessments levied on the Property within a Phase or group of Phases, under one or more Assessment Ordinances adopted by the City, that may be used to pay for all or a portion of the Authorized Improvements Costs for Authorized Improvements benefiting the applicable Phase or group of Phases as set forth in the SAP for such Phase or group of Phases, and the costs associated with the issuance of PID Bonds, as well as repayment of PID Bonds.

- **"Phase 1 and 2 Improvements Assessments"** means the special assessments levied on the Phase 1 and 2 Assessed Property to pay for all or a portion of the Phase 1 and 2 Authorized Improvements Costs and the costs associated with PID Bonds issued to pay, reimburse, or finance the Phase 1 and 2 Authorized Improvements Costs, as well as repayment of such PID Bonds.

"Assessment Ordinance" means a City ordinance approving an SAP and levying Assessments on the benefited Parcels within the PID. The Assessment Ordinance for the Phase 1 and 2 Authorized Improvements (the "Phase 1 and 2 Improvements Assessment Ordinance") is anticipated to be approved on April 12, 2021.

"Assessment Roll(s)" means the Assessment Roll(s) attached hereto as Appendix A, as may be updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of any PID Bonds or in connection with any Annual Service Plan Update.

- **"Phase 1 and 2 Assessment Roll"** means the Assessment Roll for the Phase 1 and 2 Assessed Property attached hereto as Appendix A-1, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates.

"Authorized Improvements" has the meaning given to it in the PID Creation Resolution and the PID Boundary and Authorized Improvements Amendment Resolution.

- **"Phase 1 and 2 Authorized Improvements"** means the Public Infrastructure described in Section IV.A benefiting Phase 1 and 2 as determined in Section VI herein.

"Authorized Improvements Costs" means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements, all costs incurred in connection with the issuance of PID Bonds, and all other costs authorized by the PID Act and related in any manner to the Authorized Improvements.

- **"Phase 1 and 2 Authorized Improvements Costs"** means the actual cost of design, engineering, construction, acquisition, and/or inspection of the Phase 1 and 2 Authorized Improvements, all costs incurred in connection with PID Bonds issued to pay, reimburse, or finance the costs of the Phase 1 and 2 Authorized Improvements, and all other costs authorized by the PID Act and related in any manner to the Phase 1 and 2 Authorized Improvements.

"Bond Ordinance" means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

II. Defined Terms



"Budgeted Costs" means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth in the Development Agreement, all costs estimated to be incurred in connection with the issuance of PID Bonds, and all other estimated costs authorized by the PID Act and related in any manner to the Authorized Improvements, as may be modified by the SAP for each Phase or group of Phases.

- **Phase 1 and 2 Improvements Budgeted Costs** means, with respect to the Phase 1 and 2 Authorized Improvements, the estimated cost of design, engineering, construction, acquisition, and/or inspection of such improvements, all costs estimated to be incurred in connection with PID Bonds issued to pay, reimburse, or finance the costs of the Phase 1 and 2 Authorized Improvements, and all other estimated costs authorized by the PID Act and related in any manner to the Phase 1 and 2 Authorized Improvements as set forth in Section V.A herein.

"City" means the City of Venus, a general-law municipality in Ellis and Johnson Counties, Texas.

"City Council" means the governing body of the City.

"County" means Ellis County, Texas.

"Delinquent Collection Costs" means interest, penalties and fees and expenses incurred or imposed with respect to any delinquent Assessment, or an Annual Installment thereof, in accordance with §372.018(f) of the PID Act and the costs related to pursuing collection of a delinquent Assessment and/or Annual Installment and foreclosing the lien against the Parcel for which an Assessment and/or Annual Installment is delinquent, including attorneys' fees to the extent permitted under Texas law.

"Developer" means Miskimon Management I, LLC, a Texas limited liability company, and its successors and assigns.

"Development" means the Brahman Ranch residential subdivision to be developed under the terms of the Development Agreement.

"Development Agreement" means the Brahman Ranch Development Agreement dated November 22, 2019, as may be amended, executed by the City and the Developer.

"Final Plat" means a final plat of a Phase or portion of a Phase.

"Future Phases Assessments" means any future Assessments levied against Future Phases Property for the Future Phases Improvements.

"Future Phases Improvements" means any Public Infrastructure benefiting the Future Phases Property in the Development.

"Future Phases Property" means the future Phases of the Development to be developed after Phase 1 and 2.

II. Defined Terms



"Improvement Account of the Project Fund" means the construction fund account created under the applicable Indenture, funded by PID Bond Proceeds, and used to pay for a portion of the Authorized Improvements Costs for Authorized Improvements.

"Indenture" means a trust indenture by and between the City and a Trustee under which PID Bonds are issued, and funds are held and disbursed.

"Lot" means for any portion of Property for which a subdivision plat has been recorded in the official real property records of the County, a tract of land described as a "lot" in such subdivision plat.

"Lot Type" means the classification applicable to each prospective or actual single-family lot as determined by the Administrator and confirmed by the City Council. There are anticipated to be thirty-four (34) Lot Type 60 Lots and three hundred fifty-two (352) Lot Type 70 Lots. A table of the Anticipated Lot Type 60 Lots is included as Appendix E.

"Mandatory Assessment Prepayment" means a mandatory prepayment of an Assessment or Assessments pursuant to Section VI herein.

"Non-Benefited Property" means Parcels or Lots that accrue no special benefit from the Authorized Improvements, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

"Parcel" means a lot, parcel, and/or other interest in real property within the boundaries of the PID to which an account number is assigned by the Ellis County Appraisal District and/or Tax Assessor Collector for property tax purposes.

"Park Improvements" means Public Infrastructure consisting of public open space, park, and trail improvements to be constructed in connection with the development of the Phase 1 and 2 Property.

"Park Improvements Costs" means, as applicable, the budgeted or actual cost of design, engineering, construction, acquisition and/or inspection of the Park Improvements.

"Phase" means a phase of development of the Property upon which Assessments are levied by the City for the reimbursement of Authorized Improvements Costs. The Phase 1A development ("Phase 1A") and Phase 1B development ("Phase 1B") (together "Phase 1") and the Phase 2 development ("Phase 2"), together "Phase 1 and 2," are depicted in Appendix D.

"Non-PID Improvements" means Public Infrastructure, or any portion thereof, that benefits property located outside of the PID as determined in Section VI herein.

"Non-PID Improvements Costs" means, as applicable, the budgeted or actual cost of design, engineering, construction, acquisition and/or inspection of the Non-PID Improvements.

II. Defined Terms



"PID Bonds" means assessment revenue bonds, including Refunding Bonds, issued by the City pursuant to the PID Act to finance the Authorized Improvements.

"PID Bond Proceeds" means the revenue generated from the sale of the PID Bonds.

"PID Boundary and Authorized Improvements Amendment Resolution" means the resolution anticipated to be approved by the City Council on March 29, 2021 authorizing a revision to the PID boundaries and increasing the estimated costs of the Authorized Improvements.

"PID Creation Resolution" means Resolution No. 11-2020-05 passed and approved by the City Council of the City of Venus on May 11, 2020.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Prepayment Costs" means interest and Administrative Expenses to the date of Prepayment, plus any additional expenses related to the Prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment of all or part of an Assessment.

"Private Improvements" means the private improvements and amenities to be constructed by the Developer or its designee in connection with the development of each Phase.

- **"Phase 1 and 2 Private Improvements"** means the private improvements and amenities shown in Table V-2 to be constructed by the Developer or its designee in connection with the development of Phase 1 and Phase 2.

"Private Improvements Costs" means, as applicable, the budgeted or actual cost of design, engineering, construction, acquisition and/or inspection of the Private Improvements.

- **"Phase 1 and 2 Private Improvements Costs"** means, as applicable, the budgeted or actual cost of design, engineering, construction, acquisition, and/or inspection of the Phase 1 and 2 Private Improvements.

"Property" means the approximately 678 acres of land described by metes and bounds in Appendix B attached herein.

- **"Commercial Property"** means the property located outside of the PID and fronting FM Highway 157 and designated as Lot 1; Lots 16, 17, and 18; and Lot 74 in Appendix D.
- **"Phase 1 and 2 Property"** means the property described by the metes and bounds description in Appendix C.
- **"Phase 1 and 2 Single-Family Property"** means the property designated as single-family as depicted in Appendix D.

II. Defined Terms



"Public Infrastructure" means all wastewater/sewer, drainage, roadway and other infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under the Development Agreement.

"Refunding Bonds" means bonds issued pursuant to Section 372.027 of the PID Act, Chapter 1207, Texas Government Code, as amended, or other applicable law.

"Preliminary Service and Assessment Plan" or "SAP" means this Preliminary Service and Assessment Plan of the Brahman Ranch Public Improvement District No. 1, including the Assessment Roll, as may be updated in an Annual Service Plan Update or amended and supplemented from time to time.

"Trustee" means the trustee as specified in an Indenture, and any successor thereto permitted under such Indenture.

III. Description of PID Boundary and Phases



The Development consists of the approximately 667.48 acres of real property located in the City and is described by metes and bounds in Appendix B. The Phase 1 and 2 Property consists of the approximately 139.28 acres of real property located in the Development as depicted in Appendix D attached hereto. Phase 1A is anticipated to include one hundred and twenty-one (121) single-family residential lots. Phase 1B is anticipated to include one hundred and forty-five (145) single-family residential lots. Phase 2 is anticipated to include one hundred and twenty (120) single-family residential lots. In addition, the Phase 1 and 2 Property is anticipated to include one (1) open space lot, one (1) pond lot, and two (2) tracts for storm drainage purposes.

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A. Authorized Improvements

1. Phase 1 and 2 Authorized Improvements

The Phase 1 and 2 Authorized Improvements consist of the Public Infrastructure necessary for the development of the Phase 1 and 2 Single-Family Property, and the City hereby finds that it confers a special benefit to Phase 1 and 2 Single-Family Property; please see Section VI herein for additional information. The Phase 1 and 2 Authorized Improvements include, but are not limited to, the following:

- Road improvements, including but not limited to, earthwork, subgrade, paving, ramps, sidewalks, curbs, streetlights, signs, testing, and bonds;
- Sanitary sewer facilities, including but not limited to, lift stations, lines, manholes, testing, bonds, and all other works, equipment, and services for the collection and transportation of wastewater;
- Storm drainage improvements, including but not limited to, storm drain lines and pipes, inlets, manholes; headwalls, rip rap, testing, bonds, and all other works, equipment, and services for the collection, detention, and transportation of stormwater;
- Clearing and grubbing, excavation, testing, and erosion control; and
- City, professional, and other fees, including but not limited to, plan check and inspection fees, geotechnical and environmental services, and engineering and surveying.

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Pursuant to Section 372.013 of the PID Act, an ongoing service plan defining annual indebtedness and the projected or budgeted costs for improvements must be submitted to the City Council for review and approval. The service plan must cover a period of at least five (5) years and be updated annually. Improvements authorized under the PID Act are set forth in Section 372.003 and may include the expenses incurred in the establishment, administration, and operation of the PID. Furthermore, and pursuant to Section 372.023 of the PID Act, all costs incurred in connection with the issuance of PID Bonds may be included in the Assessments.

A. Budgeted Costs and Indebtedness

The sources and uses of funds for the Phase 1 and 2 Authorized Improvements, and the Phase 1 and 2 Private Improvements are summarized in Table V-1 on the following page. Table V-2 shows additional detail for the Phase 1 and 2 Authorized Improvements and the Phase 1 and 2 Private Improvements, including PID creation costs and the costs incurred and estimated to be incurred in connection with the issuance of the PID Bonds.

TABLE V-1 CITY OF VENUS BRAHMAN RANCH PID No. 1 PHASE 1 AND 2 SOURCES AND USES OF FUNDS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (PHASE 1 AND 2 PROJECT)					
DESCRIPTION	PHASE 1 AND 2 AUTHORIZED IMPROVEMENTS	NON-PID IMPROVEMENTS	PARK IMPROVEMENTS	PHASE 1 AND 2 PRIVATE IMPROVEMENTS	TOTAL
SOURCES OF FUNDS					
BOND PROCEEDS	\$8,408,000	\$0	\$0	\$0	\$8,408,000
OWNER CONTRIBUTION	\$2,479,373	\$201,175	\$455,000	\$7,638,799	\$10,774,346
TOTAL SOURCES OF FUNDS	\$10,887,373	\$201,175	\$455,000	\$7,638,799	\$19,182,346
USES OF FUNDS					
PUBLIC INFRASTRUCTURE	\$9,399,372	\$201,175	\$455,000	\$0	\$10,055,547
PHASE 1 AND 2 PRIVATE IMPROVEMENTS	\$0	\$0	\$0	\$7,638,799	\$7,638,799
DEBT SERVICE RESERVE	\$541,558	\$0	\$0	\$0	\$541,558
CAPITALIZED INTEREST	\$150,877	\$0	\$0	\$0	\$150,877
COSTS OF ISSUANCE	\$508,326	\$0	\$0	\$0	\$508,326
UNDERWRITER'S DISCOUNT	\$252,240	\$0	\$0	\$0	\$252,240
ADMINISTRATIVE FUND	\$35,000	\$0	\$0	\$0	\$35,000
TOTAL USES OF FUNDS	\$10,887,373	\$201,175	\$455,000	\$7,638,799	\$19,182,346

TABLE V-2					
CITY OF VENUS					
BRAHMAN RANCH PID NO. 1					
PHASE 1 AND 2					
TOTAL PHASE 1 AND 2 BUDGETED COST AND INDEBTEDNESS					
IMPROVEMENT DESCRIPTION	PHASE 1 AND 2 AUTHORIZED IMPROVEMENTS	NON-PID IMPROVEMENTS	PARK IMPROVEMENTS	PHASE 1 AND 2 PRIVATE IMPROVEMENTS	TOTAL
EARTHWORK	\$519,450	\$43,570	\$0	\$4,639,894	\$5,202,914
PAVING	\$4,272,174	\$51,436	\$0	\$0	\$4,323,610
EROSION CONTROL	\$0	\$0	\$0	\$280,064	\$280,064
STORM SEWER	\$1,884,148	\$0	\$0	\$0	\$1,884,148
WATER	\$0	\$0	\$0	\$2,004,252	\$2,004,252
SEWER	\$2,237,887	\$92,277	\$0	\$0	\$2,330,164
TRAFFIC	\$189,716	\$2,284	\$0	\$0	\$192,000
BOND - CONSTRUCTION	\$46,702	\$0	\$0	\$34,798	\$5,202,914
BOND - MAINTENANCE	\$0	\$0	\$0	\$9,900	\$81,500
CONSTRUCTION INSURANCE	\$11,461	\$0	\$0	\$8,539	\$9,900
ENTRANCE MONUMENTS	\$138,392	\$11,608	\$0	\$0	\$20,000
FLOOD PLAIN ANALYSIS	\$49,000	\$0	\$0	\$0	\$150,000
GEOTECHNICAL	\$18,942	\$0	\$0	\$71,258	\$49,000
MT. PEAK HYDRO STUDY	\$0	\$0	\$0	\$6,000	\$90,200
PARK & PLAYGROUND	\$0	\$0	\$455,000	\$0	\$6,000
PHASE 1 ESA TEST	\$0	\$0	\$0	\$4,500	\$455,000
PLAT FEE PREM & FINAL	\$0	\$0	\$0	\$16,700	\$4,500
ROLL BACK TAXES	\$0	\$0	\$0	\$120,000	\$16,700
SITE SKETCH	\$0	\$0	\$0	\$233,540	\$120,000
SOIL TESTS 79 G	\$31,500	\$0	\$0	\$118,500	\$233,540
SURVEYING - BOUNDARY	\$0	\$0	\$0	\$6,000	\$150,000
SURVEYING - OTHER	\$0	\$0	\$0	\$39,854	\$6,000
UNITED CO-OP FEE	\$0	\$0	\$0	\$45,000	\$39,854
TOTAL COSTS	\$9,399,372	\$201,175	\$455,000	\$7,638,799	\$17,694,346
TOTAL ASSESSED COSTS	\$6,920,000	\$0	\$0	\$0	\$6,920,000

TABLE V-2					
CITY OF VENUS BRAHMAN RANCH PID NO. 1 PHASE 1 AND 2					
TOTAL PHASE 1 AND 2 BUDGETED COST AND INDEBTEDNESS					
IMPROVEMENT DESCRIPTION	PHASE 1 AND 2 AUTHORIZED IMPROVEMENTS	NON-PID IMPROVEMENTS	PARK IMPROVEMENTS	PHASE 1 AND 2 PRIVATE IMPROVEMENTS	TOTAL
PHASE 1 AND 2 BOND RELATED COSTS					
DEBT SERVICE RESERVE	\$541,558	\$0	\$0	\$0	\$541,558
CAPITALIZED INTEREST	\$150,877	\$0	\$0	\$0	\$150,877
COSTS OF ISSUANCE	\$508,326	\$0	\$0	\$0	\$508,326
UNDERWRITER'S DISCOUNT	\$252,240	\$0	\$0	\$0	\$252,240
ADMINISTRATIVE FUND	\$35,000	\$0	\$0	\$0	\$35,000
PRINCIPAL ASSESSED	\$8,408,000	\$0	\$0	\$0	\$8,408,000

B. Five Year Projection of Annual Installments

The anticipated principal amount of indebtedness (e.g., PID Bonds) for the Phase 1 and 2 Assessed Property is \$8,408,000. The projected Annual Installments are shown for the five-year period commencing with tax year 2020 in Table V-3 below. If the City issues Refunding Bonds, the amount of the Phase 1 and 2 Improvements Assessments necessary to pay such Refunding Bonds shall not exceed the amount of the Phase 1 and 2 Improvements Assessments necessary to pay the PID Bonds that are being refunded.

TABLE V-3						
CITY OF VENUS BRAHMAN RANCH PID NO. 1 PHASE 1 AND 2						
FIVE-YEAR PROJECTION OF ANNUAL INSTALLMENTS						
TAX YEAR	BOND YEAR	PRINCIPAL AND INTEREST	CAPITALIZED INTEREST	ADDITIONAL INTEREST	ADMINISTRATIVE EXPENSES	TOTAL
2020	2021	\$150,877	(\$150,877)	\$0	\$0	\$0
2021	2022	\$529,380	\$0	\$42,040	\$35,700	\$607,120
2022	2023	\$529,205	\$0	\$41,390	\$36,414	\$607,009
2023	2024	\$529,745	\$0	\$40,710	\$37,142	\$607,597
2024	2025	\$529,953	\$0	\$39,995	\$37,885	\$607,833
*Sum of Principal and Interest, Capitalized Interest, Additional Interest, and Administrative Expenses columns may not equal Total due to rounding.						

Pursuant to Section 372.015 of the PID Act, the cost of an improvement to be assessed against property in an improvement district shall be apportioned based on the special benefits accruing to the property because of the improvement. The costs of an improvement may be assessed (i) equally per front foot or square foot, (ii) according to the value of the property as determined by the City Council, with or without regard to improvements on the property, or (iii) in any other manner that results in imposing equal shares of the cost on properties similarly benefitted. Furthermore, Section 372.015 of the PID Act provides that the City Council may establish by ordinance or order (i) reasonable classifications and formulas for the apportionment of the cost between the municipality or county and the area to be assessed and (ii) the methods of assessing the special benefits for various classes of improvements. The Assessment Plan describes the special benefit received by each classification of property from the Authorized Improvements, provides the basis and justification for the determination that the special benefit is equal to or greater than the amount of the Assessments, and establishes the methodology by which the City Council apportions costs in a manner that results in equal shares allocated to Assessed Properties similarly benefitted. The determination by the City Council of the assessment methodology set forth herein is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners of Assessed Properties. Notwithstanding any applicable impact fee and City PID Fee credits, the City shall not be liable for payment of any costs of the Authorized Improvements or the Private Improvements from general funds or other revenues or resources of the City. The City assumes no financial obligation whatsoever in the event of default or foreclosure of any Parcel, portion or phase of the Property.

A. Allocation of Budgeted Costs to Assessed Property

1. Allocation of Phase 1 and 2 Improvements Budgeted Costs

The Phase 1 and 2 Authorized Improvements are comprised of Public Infrastructure that is a condition for developing and designed to serve the Phase 1 and 2 Single-Family Property. Therefore, the Phase 1 and 2 Single-Family Property on which Phase 1 and 2 Improvements Assessments are levied receives a direct and special benefit from the Phase 1 and 2 Authorized Improvements, and this benefit is equal to or greater than the amount assessed. In addition, certain of the Public Infrastructure benefits two existing single-family properties and the Commercial Property both of which are located outside of the PID but adjacent to the Phase 1 and 2 Property. The current ingress and egress for the two existing single-family properties will be replaced by the new on-site road improvements. Ingress and egress for certain of the Commercial Property may be accomplished via Rangeland Avenue and Brahman Street and lift station capacity is designed to accommodate projected development of the Commercial Property. The proportionate share of the cost of such Public Infrastructure that reflects the benefit conferred to these properties is classified as Non-PID Improvements Costs and will not be funded by the PID.

B. Assessment Methodology

1. Assessment Methodology for Phase 1 and 2

The City Council has determined to allocate Phase 1 and 2 Improvements Budgeted Costs to the Phase 1 and 2 Single-Family Property in proportion to estimated average buildout value of completed single-family home values within Phase 1 and Phase 2, and that creating assessment classifications based on the anticipated Lot Types in imposing equal shares of cost on properties similarly benefitted. Average buildout values and the anticipated number of Lots for each Lot Type within Phase 1 and Phase 2 are shown in Table VI-1, and the allocation of the Phase 1 and 2 Improvements Budgeted Costs, the portion of such allocated costs reimbursed from the proceeds of PID Bonds, and the estimated Annual Installment applicable to each Lot Type within the Phase 1 and 2 Property is shown in Table VI-2. Estimated value-to-Assessment ratios are shown in Table VI-3.

TABLE VI-1						
CITY OF VENUS						
BRAHMAN RANCH PID NO. 1						
PHASE 1 AND 2						
AVERAGE BUILDOUT VALUES						
LOT TYPE	LOTS	ESTIMATED VALUES				
		FINISHED LOT VALUES		BUILDOUT VALUES		
		AVERAGE PER LOT	TOTAL	AVERAGE PER HOME	TOTAL BUILDOUT VALUE	% OF TOTAL BUILDOUT VALUE
70	352	\$64,714	\$22,779,440	\$354,460	\$124,770,015	92.35%
60	34	\$55,469	\$1,885,960	\$303,823	\$10,329,985	7.65%
TOTAL	386		\$24,665,400		\$135,100,000	100.00%

TABLE VI-2							
CITY OF VENUS BRAHMAN RANCH PID No. 1 PHASE 1 AND 2							
ALLOCATION OF PHASE 1 AND 2 IMPROVEMENTS BUDGETED COSTS, ASSESSMENTS, AND ANNUAL INSTALLMENTS							
LOT TYPE	LOTS	% OF TOTAL BUILDOUT VALUE	PHASE 1 AND 2 AUTHORIZED IMPROVEMENTS	ASSESSED PHASE 1 AND 2 IMPROVEMENTS BUDGETED COSTS	ALLOCATED ASSESSMENT	ASSESSMENT PER LOT	AVERAGE ANNUAL INSTALLMENT PER LOT
70	352	92.35%	\$8,680,679	\$6,390,884	\$7,765,109	\$22,059.97	\$1,593.81
60	34	7.65%	\$718,693	\$529,115	\$642,891	\$18,908.55	\$1,366.12
TOTAL		100.00%	\$9,399,372	\$6,920,000	\$8,408,000		

TABLE VI-3							
CITY OF VENUS BRAHMAN RANCH PID No. 1 PHASE 1 AND 2							
ESTIMATED VALUE TO ASSESSMENT RATIOS							
PHASE	LOT TYPE	LOTS	ALLOCATED ASSESSMENTS	ESTIMATED FINISHED LOT VALUES	ESTIMATED BUILDOUT VALUES	FINISHED LOT VALUE TO ASSESSMENT RATIO	BUILDOUT VALUE TO ASSESSMENT RATIO
1	70	352	\$7,765,109	\$22,779,440	\$124,770,015	2.93	16.07
2	60	34	\$642,891	\$1,885,960	\$10,329,985	2.93	16.07
TOTAL		386	\$8,408,000	\$24,665,400	\$135,100,000	2.93	16.07

C. Assessment Terms

A lien will be established against the property assessed effective as of the date of the applicable Assessment Ordinance levying the Assessment, privileged above all other liens, except for liens for State, county, school district or municipal ad valorem taxes, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the PID Act. The Assessments shall be imposed and may be collected in Annual Installments from real property within the PID, consisting of the Assessed Property, through the application of the procedures described below. Notwithstanding the above, the Assessment lien shall be perfected immediately as to the entire Assessment on each Assessed Property but is executed only with respect to the amounts then due or past due for current or prior Annual Installments or final payment. Each Assessment shall terminate on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any.

1. Assessment Roll

The Phase 1 and 2 Improvements Assessment for the Phase 1 and 2 Assessed Property shall be as shown in the Phase 1 and 2 Assessment Roll attached hereto as Appendix A-1. The aggregate principal amount of the Phase 1 and 2 Improvements Assessments for the Phase 1 and 2 Assessed Property is \$6,995,000. As shown in Table VI-4 below, the Assessments are less than the benefit conferred by the Phase 1 and 2 Authorized Improvements to the Phase 1 and 2 Assessed Property.

TABLE VI-4 CITY OF VENUS BRAHMAN RANCH PID No. 1 PHASE 1 AND 2 SPECIAL BENEFIT SUMMARY	
DESCRIPTION OF SPECIAL BENEFIT	BUDGETED COST
PHASE 1 AND 2 AUTHORIZED IMPROVEMENTS	\$9,399,372
PID BOND RELATED COSTS	
DEBT SERVICE RESERVE FUND	\$541,558
CAPITALIZED INTEREST	\$150,877
COSTS OF ISSUANCE	\$508,326
UNDERWRITER'S DISCOUNT	\$252,240
ADMINISTRATIVE FUND DEPOSIT	\$35,000
TOTAL SPECIAL BENEFIT	\$10,887,373
ASSESSMENT ON PHASE 1 AND 2 PROPERTY	\$8,408,000
EXCESS BENEFIT	\$2,479,373

No Assessment shall be changed hereafter except pursuant to the provisions provided for herein or as permitted under the PID Act. Each Assessment Roll shall be updated to reflect the actual interest rate on the PID Bonds following their pricing, and the Administrator shall prepare for City Council approval updates to the Assessment Rolls each year to reflect (i) the payment of any Assessment in lump sum, (ii) any subdivision and/or consolidation of Parcels, (iii) the identification of each Assessed Property, (iv) the Assessments and/or any supplemental Assessments pursuant to Section 372.019 of the PID Act, including any adjustments as provided in this Service and Assessment Plan, (v) the Administrative Expenses allocable to each Parcel, and (vi) any other changes permitted by law.

2. Apportionment of Assessment Upon Subdivision

Upon the duly approved subdivision of an Assessed Property, including a replat of a previously recorded subdivision plat, the Assessment for the subdivided Parcel shall be reallocated to the new Parcels created by the subdivision in accordance with the following formula:

$$A = S \times (L / T)$$

"A" means the allocated Assessment for a new Parcel.

"S" means the Assessment for the subdivided Parcel.

"L" means the Assessment for the Lot Type or sum of the Assessments for the Lot Types, as applicable, for the new Parcel created by the subdivision.

"T" means the total or sum of the Assessments for all new Parcels created by the subdivision based on the Lot Type or number of prospective Lots and Lot Types applicable to such new Parcels.

If the reallocation of the Assessment for the subdivided Parcel results in an Assessment for a new Parcel created by the subdivision that exceeds the Assessment or sum of Assessments for the applicable Phase and Lot Type or Lot Types for such Parcel, then a Mandatory Assessment Prepayment reflecting the excess Assessment shall be made in the amount calculated pursuant to Section VI.C.5.b below. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation, and to the extent the reallocated Assessment would exceed such amount, a Mandatory Assessment Prepayment of the excess Assessment shall be made in the amount calculated pursuant to Section VI.C.5.b below.

The (i) Lot Type or Lot Types applicable to each new Parcel created by the subdivision and (ii) the number of single-family lots attributable to each new Parcel created by the subdivision shall be determined by reference to the applicable recorded final plat(s), the replat of such recorded final plats, if any, and Appendix D attached hereto prior to the recordation of each such final plat. The Assessment applicable to each Lot Type within Phase 1 and Phase 2 shall be determined by reference to Table VI-2.

Any reallocation of Assessments pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The reallocation of any Assessments as described herein shall be considered an administrative action and will not require any notice or public hearing, as defined in the PID Act, by the City Council. The City shall not approve a final subdivision plat or other document subdividing a Parcel without a letter from the Administrator either (i) confirming that the Assessment for any new Parcel created by the subdivision plat will not exceed the Assessment for the Lot Type or Lot Types applicable to such Parcels or (ii) confirming the payment of the applicable Mandatory Assessment Prepayment as provided for herein.

3. Apportionment of Assessment Upon Consolidation

Upon the consolidation of one or more Parcels, the Assessment for the resulting new Parcel shall be equal to the sum of the Assessments for the Parcels which were consolidated.

4. Reduction in Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Authorized Improvements Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Authorized Improvements Costs, or (ii) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Improvement Account of the Project Fund relating to the PID Bonds that are not expected to be used for purposes of the Improvement Account of the Project Fund, to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The City reserves and shall have the right and option to issue Refunding Bonds to refund the PID Bonds. In the event of issuance of Refunding Bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust the amount of the Annual Installment, or extend the maturity dates of the Annual Installments, so that total Annual Installments of Assessments will be produced in annual amounts sufficient to pay the debt service on the Refunding Bonds when due and payable as required by and established in the ordinance and/or the Indenture authorizing and securing the Refunding Bonds. In no event shall any Assessment be increased above the outstanding Assessment set forth in the applicable Assessment Roll(s) attached hereto in Appendix A, as updated by an Annual Service Plan Update.

5. Payment and Collection of Assessments

The PID Act provides that an Assessment may be paid in part or in full at any time without penalty. If not paid in full, the PID Act authorizes the City to collect interest and Administrative Expenses on the outstanding Assessments. An Assessment that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which include interest on the outstanding balance of such Assessment and Administrative Expenses.

a. Optional Payment in Lump Sum

The Assessment for any Parcel may be paid at any time in part or in full without penalty by paying to the City up to the remaining unpaid principal balance of the applicable Assessment along with Prepayment Costs and applicable Delinquent Collection Costs. In the event of payment of the Assessment in full, credit shall be given for Annual Installment payments received by the City prior to the date of payment of the outstanding Assessment.

Upon the payment of the Assessment in part or in full along with Prepayment Costs and Delinquent Collection Costs, the Assessment for the Parcel shall be reduced by the amount of the payment, the Assessment Roll shall be updated to reflect the payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent of the payment made. If the Assessment is paid in full, the City Administrator of the City is hereby authorized to sign a

release of the Assessment lien for the corresponding Parcel. The form of such release shall be as determined by the City to comply with State law.

b. Mandatory Payment in Lump Sum

A mandatory prepayment of all or a portion, as applicable, of an Assessment (i) may be required pursuant to Section VI.C.2 above and (ii) is required if (a) an Assessed Property or a portion thereof will become Non-Benefited Property through a transfer to a party that is exempt from the payment of the Assessment under applicable law or (b) a Parcel or portion thereof on which an Assessment is levied will otherwise become Non-Benefited Property. In the case of the preceding romanette (i), the Mandatory Assessment Prepayment is equal to the amount by which any Assessment reallocated to a subdivided Parcel exceeds the Assessment or sum of Assessments for the applicable Phase and Lot Type or Lot Types for such Parcel plus Prepayment Costs and Delinquent Collection Costs. In the case of the preceding romanette (ii), the Mandatory Assessment Prepayment is equal to the amount of the Assessment applicable to the Assessed Property or portion thereof prior to it becoming Non-Benefited Property plus Prepayment Costs and Delinquent Collection Costs.

Upon determination by the Administrator that a subdivision plat has been approved by the City and before recordation of such plat with the County, the Administrator shall evaluate if a Mandatory Assessment Prepayment is required pursuant to Section VI.C.2 and, if so, shall calculate the amount of the Mandatory Assessment Prepayment, including Prepayment Costs and Delinquent Collection Costs, and provide such Mandatory Assessment Prepayment calculation to the City and to the owner of the property to be or which has been approved for subdivision. The property owner shall pay such Mandatory Assessment Prepayment to the City before recordation of such approved plat; provided, however, such Mandatory Assessment Prepayment shall be paid no later than thirty (30) days after provision of the calculation of the Mandatory Assessment Prepayment amount to the affected property owner.

Similarly, following the earlier of (i) notice to the City and the Administrator by the owner of an Assessed Property that all or a portion of such Assessed Property will or has become Non-Benefited Property or (ii) upon determination by the City and/or Administrator of the same, the Administrator shall calculate the amount of the applicable Mandatory Assessment Prepayment as described above, and provide such Mandatory Assessment Prepayment calculation to the City and to the owner of such property. The property owner shall provide notice to the City and the Administrator of any transfer or other act that will result in the reclassification of all or a portion of an Assessed Property to Non-Benefited Property at least thirty (30) days prior to the date of such transfer or act. The property owner shall also pay the Mandatory Assessment Prepayment to the City by the later of (i) thirty (30) days after provision of the calculation of the Mandatory Assessment Prepayment amount to the affected property owner or (ii) the date of any transfer or act that results in the reclassification of an Assessed Property to Non-Benefited Property. A Mandatory Assessment Prepayment shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

c. Payment in Annual Installments

Pursuant to Sections 372.017 and 372.018 of the PID Act, the City may provide that the Assessments be paid in periodic installments and may bear interest at the rate specified by and beginning at the time or times or on the occurrence of one or more events specified by the City Council in an Assessment Ordinance. Such installments must (i) be in amounts necessary to retire the indebtedness on the improvements and (ii) continue for the period approved by the City Council for the payment of the installments. The City Council anticipates that PID Bonds will be issued with a pledge of the Assessments and, therefore, the Assessments shall be collected in installments corresponding in number to the annual installments of principal, including mandatory sinking fund payments, on the PID Bonds and bear interest at the actual interest rate on the PID Bonds plus an amount not to exceed the Additional Interest Rate as shown in the Assessment Roll.

As set forth in the Assessment Roll, the City Council has determined that the Assessments for Phase 1 and 2 Assessed Property shall be payable commencing with the 2021 Annual Installment payable no later than January 31, 2022. Each Parcel's Annual Installment, as defined in Section II herein, shall include an annual installment of interest and principal in proportionate amount to the corresponding annual installment of interest and principal on the PID Bonds, the Additional Interest, and a proportionate share, based on such Parcel's outstanding Assessment, of the Administrative Expenses. Such Annual Installments may be reduced by available funds held in trust under and in accordance with the Indenture.

The City or County Tax Assessor/Collector will invoice each owner of an Assessed Property at the same time as the City's annual property tax bill, and the Annual Installment shall be due and payable, and incur penalty and interest for unpaid Annual Installments in the same manner as provided for the City's property taxes. Thereafter, subsequent Annual Installments shall be due in the same manner in each succeeding calendar year until the Assessment together with interest, including the Additional Interest, and Administrative Expenses as provided herein has been paid in full. Failure of an owner to receive an Annual Installment on the property tax bill shall not relieve the owner of the responsibility for payment of the Assessment or the Annual Installment. Assessments and/or Annual Installments that are delinquent shall incur Delinquent Collection Costs. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. In the event of default or foreclosure of any element of the Development, the City has no financial obligations under the Development Agreement and is only obligated to enforce the collection of the Assessments.

The Assessments are personal obligations of the person owning an Assessed Property in the year an Annual Installment or Mandatory Assessment Prepayment becomes due, and only to the extent of such Annual Installment(s) and/or Mandatory Assessment Prepayment(s). Any sale of property for nonpayment of the Annual Installment(s) and/or Mandatory Assessment Prepayment(s) shall be subject to the lien established for the remaining unpaid Annual Installment(s) against such Parcel and such Parcel may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Parcel as they become due and payable.

Amendments to this Service and Assessment Plan can be made as permitted by the PID Act.

A. Administrative Review

To the extent consistent with the PID Act, an owner of an Assessed Property may, prior to seeking any other remedy, submit a claim that a calculation error has been made in the Assessment Roll, including the calculation of an Annual Installment, by sending a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due. The Administrator shall promptly review the notice, and if necessary, meet with the owner of the Parcel, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the owner of the Parcel, such change or modification shall be presented to the City for approval, to the extent permitted by the PID Act. A cash refund shall not be made for any amount previously paid by the owner of the Parcel (except for the final year during which the Annual Installment shall be collected, but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City. Any amendments made to the Assessment Roll pursuant to calculations errors shall be made pursuant to the PID Act.

B. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

APPENDIX A

ASSESSMENT ROLL

APPENDIX A-1

PHASE 1 AND 2 ASSESSMENT ROLL

CITY OF VENUS, TEXAS
BRAHMAN RANCH PID NO. 1
ASSESSMENT ROLL
PHASE 1 AND 2 ASSESSED PROPERTY

TAX YEAR	BOND YEAR	BOND DEBT SERVICE			CAPITALIZED INTEREST	ADDITIONAL INTEREST RESERVE	ADMINISTRATIVE EXPENSES	TOTAL ANNUAL INSTALLMENT
		TOTAL	PRINCIPAL	INTEREST				
2020	2021	\$150,876.89	\$0.00	\$150,876.89	(\$150,876.89)	\$0.00	\$0.00	\$0.00
2021	2022	\$529,380.01	\$130,000.00	\$399,380.01	\$0.00	\$42,040.00	\$35,700.00	\$607,120.01
2022	2023	\$529,205.01	\$136,000.00	\$393,205.01	\$0.00	\$41,390.00	\$36,414.00	\$607,009.01
2023	2024	\$529,745.01	\$143,000.00	\$386,745.01	\$0.00	\$40,710.00	\$37,142.28	\$607,597.29
2024	2025	\$529,952.51	\$150,000.00	\$379,952.51	\$0.00	\$39,995.00	\$37,885.13	\$607,832.64
2025	2026	\$529,827.51	\$157,000.00	\$372,827.51	\$0.00	\$39,245.00	\$38,642.83	\$607,715.34
2026	2027	\$529,370.01	\$164,000.00	\$365,370.01	\$0.00	\$38,460.00	\$39,415.68	\$607,245.69
2027	2028	\$529,580.01	\$172,000.00	\$357,580.01	\$0.00	\$37,640.00	\$40,204.00	\$607,424.01
2028	2029	\$529,410.01	\$180,000.00	\$349,410.01	\$0.00	\$36,780.00	\$41,008.08	\$607,198.09
2029	2030	\$529,860.01	\$189,000.00	\$340,860.01	\$0.00	\$35,880.00	\$41,828.24	\$607,568.25
2030	2031	\$529,882.51	\$198,000.00	\$331,882.51	\$0.00	\$34,935.00	\$42,664.80	\$607,482.31
2031	2032	\$530,477.51	\$208,000.00	\$322,477.51	\$0.00	\$33,945.00	\$43,518.10	\$607,940.61
2032	2033	\$530,597.50	\$218,000.00	\$312,597.50	\$0.00	\$32,905.00	\$44,388.46	\$607,890.96
2033	2034	\$530,242.50	\$228,000.00	\$302,242.50	\$0.00	\$31,815.00	\$45,276.23	\$607,333.73
2034	2035	\$530,412.51	\$239,000.00	\$291,412.51	\$0.00	\$30,675.00	\$46,181.76	\$607,269.27
2035	2036	\$531,060.00	\$251,000.00	\$280,060.00	\$0.00	\$29,480.00	\$47,105.39	\$607,645.39
2036	2037	\$531,137.50	\$263,000.00	\$268,137.50	\$0.00	\$28,225.00	\$48,047.50	\$607,410.00
2037	2038	\$531,645.01	\$276,000.00	\$255,645.01	\$0.00	\$26,910.00	\$49,008.45	\$607,563.46
2038	2039	\$531,535.01	\$289,000.00	\$242,535.01	\$0.00	\$25,530.00	\$49,988.62	\$607,053.63
2039	2040	\$532,807.51	\$304,000.00	\$228,807.51	\$0.00	\$24,085.00	\$50,988.39	\$607,880.90
2040	2041	\$533,367.50	\$319,000.00	\$214,367.50	\$0.00	\$22,565.00	\$52,008.16	\$607,940.66
2041	2042	\$533,215.00	\$334,000.00	\$199,215.00	\$0.00	\$20,970.00	\$53,048.32	\$607,233.32
2042	2043	\$534,350.00	\$351,000.00	\$183,350.00	\$0.00	\$19,300.00	\$54,109.29	\$607,759.29
2043	2044	\$534,677.50	\$368,000.00	\$166,677.50	\$0.00	\$17,545.00	\$55,191.47	\$607,413.97
2044	2045	\$535,197.50	\$386,000.00	\$149,197.50	\$0.00	\$15,705.00	\$56,295.30	\$607,197.80
2045	2046	\$535,862.50	\$405,000.00	\$130,862.50	\$0.00	\$13,775.00	\$57,421.21	\$607,058.71
2046	2047	\$536,625.00	\$425,000.00	\$111,625.00	\$0.00	\$11,750.00	\$58,569.63	\$606,944.63
2047	2048	\$538,437.50	\$447,000.00	\$91,437.50	\$0.00	\$9,625.00	\$59,741.03	\$607,803.53
2048	2049	\$539,205.00	\$469,000.00	\$70,205.00	\$0.00	\$7,390.00	\$60,935.85	\$607,530.85
2049	2050	\$539,927.50	\$492,000.00	\$47,927.50	\$0.00	\$5,045.00	\$62,154.56	\$607,127.06
2050	2051	\$541,557.50	\$517,000.00	\$24,557.50	\$0.00	\$2,585.00	\$63,397.66	\$607,540.16
TOTAL		\$16,129,427.04	\$8,408,000.00	\$7,721,427.04	(\$150,876.89)	\$796,900.00	\$1,448,280.43	\$18,223,730.57

APPENDIX B

PID BOUNDARY LEGAL DESCRIPTION

APPENDIX B

Being a tract of land situated in the L. Kelsey Survey, Abstract No. 594, the J. Bateman Survey, Abstract No. 103, the H. Slaughter Survey, Abstract No. 1016, the J. Jackson Survey, Abstract No. 560, the S. Price Survey, Abstract No. 860 and the J. McQuatters Survey, Abstract No. 781, Ellis County, Texas, and being all of those tracts of land described in Deeds to Richard K. Miskimon and Sheri Miskimon, a called 162.33 acre tract recorded in Volume 1509, Page 164, of the Official Public Records of Ellis County, Texas (OPRECT), a called 10.000 acre tract 1 and a 0.6498 acre tract 2, recorded in Volume 2334, Page 1793, a called 71.813 acre tract, recorded in Volume 1841, Page 2039, OPRECT, a called 170.0456 acre tract, recorded in Volume 1209, Page 293, OPRECT, and being all of a called 30.0 acre Lot 1, Southland Addition, recorded in Cabinet C, Slide 512, OPRECT, a portion of a called 10.00 acre tract 1, Armstrong Creek Addition, recorded in Cabinet C, Page 26, OPRECT and a portion of those tracts of land described in Deed to Richard K. Miskimon and Sheri Miskimon, a called 97.8915 acre tract, recorded in Volume 1890, Page 1798, OPRECT and a called 23.738 acre tract, recorded in Volume 1910, Page 20, OPRECT; and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of a tract of land described in Deed to Jason D. Stottlemire and Jill S. Stottlemire, recorded in Volume 1890, Page 1778, OPRECT, in the East line of said Miskimon called 97.8915 acre tract, the East line of said Armstrong Addition and the West right-of-way (row) line of F.M. Highway No. 157 (a variable width row) from which a 1/2" iron rod found for the Southeast corner of said Armstrong Addition bears, S 28° 23' 58" E, a distance of 276.18 feet;

THENCE S 61° 32' 18" W, along the North line of said Stottlemire tract, a distance of 1046.66 feet to a 1/2" iron rod found for the Northwest corner of said Stottlemire tract;

THENCE S 28° 14' 31" E, along the West line of said Stottlemire tract, passing at a distance of 412.11 a 1/2" iron rod found for the Southwest corner of said Stottlemire tract and the common Northwest corner of a tract of land described in Deed to Timothy D. Stottlemire and Linda K. Stottlemire, recorded in Volume 2692, Page 1143, OPRECT, a total distance of 825.08 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southwest corner of said Timothy Stottlemire tract, in the South line of said Miskimon called 97.8915 acre tract and the common North line of a tract of land described in Deed to Byrum Ranch, recorded in Volume 2766, Page 1608, OPRECT;

THENCE S 62° 04' 43" W, along the North line of said Byrum Ranch tract and the common South line of said Miskimon called 97.8915 acre tract, a distance of 2428.83 feet to 1/2" iron rod found for the Northwest corner of said Byrum Ranch tract at an angle point in the East line of a tract of land described in Deed to Byrum Ranch, recorded in Volume 2171, Page 479, and being at an angle point in the South line of said Miskimon called 97.8915 acre tract;

THENCE N 29° 42' 13" W, along the East line of said Byrum tract and a West line of said Miskimon called 97.8915 acre tract, a distance of 296.13 feet to a 1/2" iron rod found for the Northeast corner of said Byrum tract and an interior ell corner of said Miskimon called 97.8915 acre tract;

APPENDIX B, Legal Description

THENCE S 59° 56' 03" W, along the North line of said Byrum Ranch tract and the common South line of said Miskimon called 97.8915 acre tract, passing at a distance of 1269.69 feet a point for the Northeast corner of a tract of land described in Deed to Robyn R. Farrell and Phillip W. Farrell, recorded in Volume 2231, Page 1871, OPRECT, a total distance of 2175.26 feet to a 1/2" iron rod found for the Southwest corner of said Miskimon called 97.8915 acre tract, from which a 1/2" iron rod found for the Southeast corner of a tract of land described in Deed to OBK Realty, LLC, recorded in Instrument No. 1807542, OPRECT, bears N 86° 14' 12" E, a distance of 27.70 feet;

THENCE N 33° 09' 57" W, along the West line of said Miskimon called 97.8915 acre tract, a distance of 635.80 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northwest corner of said Miskimon called 97.8915 acre tract and the common Southwest corner of said Miskimon called 71.813 acre tract, from which a 1/2" iron rod found for the Southeast corner of said Miskimon called 71.813 acre tract bears N 63° 45' 19" E, a distance of 620.47 feet;

THENCE N 13° 44' 01" W, along the West line of said Miskimon called 71.813 acre tract a distance of 2447.39 feet to a 1/2" iron rod found for the Northwest corner of said Miskimon called 71.813 acre tract, from which a 1/2" iron rod found for an interior ell corner of said OBK Realty tract bears S 43° 34' 18" W, a distance of 7.89 feet;

THENCE N 59° 17' 11" E, along the North line of said Miskimon called 71.813 acre tract, passing at a distance of 351.63 feet a 1/2" iron rod found for an ell corner in the East line of said OBK Realty tract and a called Southwest corner of a tract of land described in Deed to Reuel C. Hendrick and Wanda O. Hendrick, bears S 30° 42' 49" E, a distance of 2.00 feet, passing at a distance of 790.68 feet a 1/2" iron rod bears S 30° 42' 49" E, a distance of 2.00 feet a total distance of 1592.77 feet to a 1/2" iron rod found for the Northeast corner of said Miskimon called 71.813 and the Northwest corner of said Miskimon called 170.0456 acre tract 1 from which a 1/2" iron rod found for an angle point in the East line of said Miskimon called 71.813 acre tract and the West line of said Miskimon called 170.0456 acre tract bears S 09° 06' 39" E, a distance of 1435.52 feet;

THENCE N 59° 12' 54" E, along the North line of said Miskimon called 170.0456 acre tract and the called South line of said Hendrick tract, a distance of 828.57 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 170.0456 acre tract and the common Southeast corner of said Hendrick tract, in the East line of said Miskimon called 162.33 acre tract, in a called abandoned County Road, from which a 1/2" iron rod bears N 59° 00' 41" E, a distance of 24.26 feet and a 1/2" iron rod found for the Southwest corner of said Miskimon called 162.33 acre tract and an interior ell corner of said Miskimon called 170.0456 acre tract, bears S 30° 42' 49" E, a distance of 804.10 feet;

THENCE N 30° 42' 04" W, along the West line of said Miskimon called 162.33 acre tract and the common East line of said Hendrick tract and a called abandoned County Road, a distance of 2041.79 feet to a 1/2" iron rod found for the Northwest corner of said Miskimon called 162.33 acre tract and the common Southwest corner of said Miskimon called 23.738 acre tract;

THENCE N 30° 31' 33" W, along the West line of said Miskimon called 23.738 acre tract and the common West line of said Hendrick tract and a called abandoned County Road, a distance of

APPENDIX B, Legal Description

1254.57 feet to a 2" pipe found for the Northwest corner of said Miskimon called 23.738 acre tract, in the South row line of FM Highway NO. 2258 (a variable width row), from which a 1/2" iron rod found bears S 05° 28' 07" W, a distance of 3.44 feet;

THENCE N 60° 35' 27" E, along the North line of said Miskimon called 23.738 acre tract and the common South row line of said FM Highway No. 2258, a distance of 625.35 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

THENCE, over and across said Miskimon called 23.738 acre tract, as follows:

S 22° 49' 02" E, a distance of 455.76 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 57° 28' 58" E, a distance of 267.31 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner in the East line of said Miskimon called 23.738 acre tract and the common West line of a tract of land described in Deed to Barnett Gathering, LP, recorded in Volume 2283, Page 315, OPRECT;

THENCE S 30° 31' 11" E, along the East line of said Miskimon called 23.738 acre tract and the common West line of said Barnett Gathering tract, a distance of 797.25 feet to a 1/2" iron rod found for the Southeast corner of said Miskimon called 23.738 acre tract and the common Southwest corner of said Barnett Gathering tract, in the North line of said Miskimon called 162.33 acre tract;

THENCE N 58° 54' 05" E, along the North line of said Miskimon called 162.33 acre tract, the South line of said Barnett Gathering tract, the South line of a tract of land described in Deed to Joe Lee, recorded in Volume 866, Page 629, OPRECT, and the South line of the remainder of a tract of land described in Deed to V.V. Lee, recorded in Volume 332, Page 541, OPRECT, a distance of 1840.83 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 162.33 acre tract and the common Southeast corner of said Lee tract in the West line of the remainder of a tract of land described in Deed to Joe Lee and Margaret Lee, recorded in Volume 471, Page 280, OPRECT, in a called abandoned County Road;

THENCE S 30° 14' 10" E, along the East line of said Miskimon called 162.33 acre tract and the common West line of said tract and the called abandoned County Road, passing at a distance of 1260.87 feet the Northeast corner of said Miskimon called 10.000 acre tract 1, passing at a distance of 1360.87 feet a 1/2" iron rod found for witness, total distance of 1517.26 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northwest corner of said Miskimon called 0.6498 acre tract 2 and the called Southwest corner of said Joe Lee tract;

THENCE N 30° 16' 37" E, along the North line of said Miskimon called 0.6498 acre tract and the common South line of said Joe Lee tract, a distance of 127.66 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Northeast corner of said Miskimon called 0.6498 acre tract in the West row line of said FM Highway No. 157;

THENCE, along the West row line of said FM Highway No. 157 and the common East line of said Miskimon called of said Miskimon called 0.6498 acre tract 2, called 10.000 acre tract 1,

APPENDIX B, Legal Description

called 162.33 acre tract, called 170.0456 acre tract, Southland Addition, called 97.8915 acre tract and Armstrong Addition, the following:

S 17° 34' 34" E, a distance of 124.94 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the beginning of a tangent curve to the left, having a radius of 3864.72 feet, a chord bearing S 23° 52' 34" E, a chord length of 848.18 feet;

Along said curve to the left, passing at an arc distance of 571.58 a 1/2" iron rod found for the South corner of said Miskimon called 0.6498 acre tract, a total arc length of 849.90 feet to a 5/8" iron rod with cap stamped "TXCRS" set for corner; S 30° 14' 10" E, passing at a distance of 1326.42 feet a 3/8" iron rod found for the Northeast corner of said Southland Addition a Southeast corner of said Miskimon called 170.0456 acre tract, a total distance of 1478.42 feet to a 1/2" iron rod found for the beginning of a non-tangent curve to the right having a radius of 4902.48 feet, a chord bearing S27° 29' 30" E, a chord length of 481.92 feet;

Along said curve to the right an arc length of 482.11 feet to 1/2" iron rod found for corner;

S 12° 01' 43" E, a distance of 42.09 feet to 1/2" iron rod found for the Southeast corner of said Southland Addition, a Northeast corner of said Miskimon 170.0456 acre tract and the beginning of a non-tangent curve to the left, having a radius of 3864.72 feet, a chord bearing S 26° 06' 03" E, a chord length of 245.09 feet;

Along said curve to the left, an arc length of 245.13 feet to a 1/2" iron rod found for corner;

S 27° 57' 40" E, a distance of 3.92 feet to a 3/8" iron rod found for the Southeast corner of said Miskimon called 170.0456 acre tract and the common Northeast corner of said Miskimon called 97.8915 acre tract and the called Northeast corner of said Armstrong Estates;

S 28° 23' 58" E, a distance of 20.27 feet to the Point of Beginning and containing 534.110 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING a tract of land situated in the S. PRICE SURVEY, ABSTRACT NO. 860 and the J. MCQUATTERS SURVEY, ABSTRACT NO. 781, Ellis County, Texas and being a portion of that tract of land described in deed to Richard K. Miskimon and Sheri Miskimon, recorded in Volume 1209, Page 293 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described, as follows:

COMMENCING at a 1/2" iron rod found for the Southeast corner of a called 30.0 acre lot 1, Southland Addition, an addition to Ellis County, Texas, recorded in Cabinet C, Slide 512, OPRECT and a common Northeast corner of said Miskimon tract, same being in the West ROW line of FM Highway NO. 157 (a variable width right-of-way);

THENCE S 74°42'43" W, along the South line of said Southland Addition and a common North line of said Miskimon tract, a distance of 2300.00 feet;

THENCE S 82°24'24" W, over and across said Miskimon tract, a distance of 34.24 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the POINT OF BEGINNING;

THENCE continuing over and across said Miskimon tract, as follows:

S 06°42'05" E, a distance of 200.50 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

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S 11°54'34" E, passing at a distance of 200.00 feet a 5/8" iron rod with cap stamped "TXRCS" set for witness, a total distance of 346.37 feet to a point for corner in a pond;

S 77°38'54" W, passing at a distance of 200.00 feet a 5/8" iron rod with cap stamped "TXRCS" set for witness, a total distance 263.20 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 10°41'14" W, a distance of 101.06 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 06°23'34" W, a distance of 343.83 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 04°05'38" E, a distance of 56.87 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

N 58°00'14" E, a distance of 233.25 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 32°48'31" E, a distance of 32.09 feet to the POINT OF BEGINNING, and containing 3.038 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING a tract of land situated in the S. PRICE SURVEY, ABSTRACT NO. 860, Ellis County, Texas and being a portion of a called 30.0 acre Lot 1, Southland Addition, an addition to Ellis County, Texas, recorded in Cabinet C, Slide 512 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described, as follows:

COMMENCING at a 1/2" iron rod found for the Southeast corner of said Southland Addition and a common Northeast corner of that tract of land described in deed to Richard K. Miskimon and Sheri Miskimon, recorded in Volume 1209, Page 293, OPRECT, same being in the West row line of FM Highway No. 157 (a variable width right-of-way);

THENCE S 74°42'43" W, along the South line of said Southland addition and a common North line of said Miskimon tract, a distance of 2300.00 feet to a point for the Southwest corner of said Southland addition and an interior ell corner of said Miskimon tract;

THENCE N 15°17'17" W, along the West line of said Southland addition and a common East line of said Miskimon tract, a distance of 46.18 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the point of beginning;

THENCE N 15°17'17" W, continuing along said common line, a distance of 188.96 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

THENCE over and across said Southland addition, as follows:

N 59°04'06" E, a distance of 249.61 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

APPENDIX B, Legal Description

S 29°45'37" E, a distance of 166.16 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 01°04'41" W, a distance of 17.05 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 59°15'45" W, a distance of 213.01 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

S 57°28'00" W, a distance of 75.15 feet to the point of beginning, and containing 1.129 acres of land, more or less.

SAVE & EXCEPT from the above described tract of land as follows:

BEING all that certain lot, tract, or parcel of land lying in the L. KELSEY SURVEY, ABSTRACT NO. 594, in Ellis County, Texas, and being a part of a called 23.738ac tract of land described in Volume 1910, Page 20, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the Southeast line of F.M. 2258, (a state road) for the North corner of this tract and same for the said 23.738 acre tract and being the West corner of a called 4.83 acre tract of land described in Volume 2283, Page 315, OPRECT;

THENCE S 30° 08' 09" E, 438.34 feet, (Deed- Record bearing basis) along the Northeast line of this tract and same for the said 23.738 acre tract and along the Southwest line of the called 4.83 acre tract to a 1/2" steel rod fond set for the East corner of this tract;

THENCE into the said 23.738 acre tract and along the Southeast and Southwest lines of this tract as follows:

S 57° 52' 00" W, 267.31 feet to a 1/2" steel rod set for the South corner of this tract; and N 22° 26' 00" W, 455.79 feet to a 1/2" steel rod set in the Northwest line of the 23.738 acre tract and in the Southeast line of F.M. 2258 for the West corner of this tract;

THENCE N 60° 59' 01" E, 206.10 feet (Plat-N 60° 59'00" E) along the Northwest line of this tract and same for the called 23.738 acre tract and along the Southeast line of F.M. 2258 to the POINT OF BEGINNING, and containing approximately 2.415 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. *Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.*

Being a tract of land situated in the J. BATEMAN SURVEY, Abstract No. 103, Ellis County, Texas, and being a portion of that tract of land described in Deed to Reuel C. Hendrick and wife, Wanda O. Hendrick, recorded in Volume 556 Page 213, of the Official Public records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe found (IPF) for the Northeast corner of that tract of land described in Deed to Rodney McCown and Gale Ann McCown, recorded in Instrument No. 1834411, OPRECT, and in the North line of said Hendrick tract and the common South right-of-way (ROW) line of FM Highway No. 2258 (FM 2258) (a variable width row), from which a 1/2" iron rod found (IRF) for a point of curvature in the North line of said McCown tract and the common South row line of said FM 2258 bears N 67°12'28" E, a distance of 165.05 feet;

THENCE along the North lines of said Hendrick tract and the common South row lines of said FM 2258, as follows:

N 66°17'10" E, a distance of 33.03 feet to a 1/2" irf for an angle point in said common line;

N 59°51'10" E, a distance of 645.19 feet to a 5/8" iron rod with cap stamped "TXRCS" set for an angle point in said common line, and the Northwest corner of that tract of land described in Deed to Richard E. Swain and wife, Jennifer L Swain, recorded in Volume 2256, Page 645, OPRECT, from which a 1/2" IRF for an angle point in the North line of said Swain tract and the common South row line of said FM 2258 bears N 54°08'32" E, a distance of 150.75 feet;

THENCE S 21°33'20" E, along the West line of said Swain tract, a distance of 1150.51 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southwest corner of said Swain tract;

N 58°37'33" E, along the South line of said Swain tract, a distance of 829.57 feet to a 5/8" iron rod with cap stamped "TXRCS" set for the Southeast corner of said Swain tract;

N 27°58'31" W, along the East line of said Swain tract, a distance of 474.82 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner;

THENCE N 58°47'11" E, over and across said Hendrick tract, a distance of 607.53 feet to a 5/8" iron rod with cap stamped "TXRCS" set for corner in the East line of said Hendrick tract and the common West line of that tract of land described in Deed to Richard K. Miskimon and Sheri R. Miskimon, recorded in Instrument No. 1808509, OPRECT, from which a 1/2" IRF for the Northeast corner of said Hendrick tract bears N 30°36'40" W, a distance of 616.91 feet;

THENCE along the common lines between said Hendrick tract and said Miskimon tract, as follows:

S 30°36'40" E, a distance of 604.79 feet to a 1/2" IRF for an angle point in said common line;

S 30°42'04" E, a distance of 2041.79 feet to a 5/8" iron rod with cap stamped "TXRCS" found for the Southeast corner of said Hendrick tract and a common interior ell corner of said Miskimon tract, from which a 1/2" iron rod found bears N 59°12'54" E, a distance of 24.00 feet;

APPENDIX B, Legal Description

S 59°12'16" W, passing a 1/2" IRF at a distance of 828.57 feet, in all a total distance of 2069.70 feet to a 1/2" ipf for the Southwest corner of said Hendrick tract and a common exterior ell corner of that tract of land described in Deed to OBK Realty, LLC, recorded in Instrument No. 1807542, OPRECT, from which a 1/2" IRF for an interior ell corner of said OBK Realty tract and a common exterior ell corner of said Miskimon tract bears S 59°16'33" W, a distance of 359.25 feet;

THENCE along the common lines between said Hendrick tract and said OBK Realty tract, as follows:

N 25°27'42" W, a distance of 1526.43 feet to a fence corner found for an interior ell corner of said Hendrick tract and a common exterior ell corner of said OBK Realty tract;

S 59°41'36" W, a distance of 1172.26 feet to a fence corner found for an exterior ell corner of said Hendrick tract and a common interior ell corner of said OBK Realty tract;

N 07°25'02" W, a distance of 1467.33 feet to a 5/8" iron rod with cap stamped "TXRCS" set for an exterior ell corner of said Hendrick tract and the common Southwest corner of said McCown tract;

THENCE along the common lines between said Hendrick tract and said McCown tract, as follows:

N 60°10'39" E, a distance of 378.86 feet to a 3/4" IRF for an interior ell corner of said Hendrick tract and the common Southeast corner of said McCown tract;

N 07°10'56" W, a distance of 476.08 feet to the Point of Beginning, and containing 148.367 acres of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override item 2 of Schedule B hereof.

APPENDIX C

PHASE 1 AND 2 LEGAL DESCRIPTION

PHASE 1 & 2 DESCRIPTION

Being a 139.28 acres (6,067,270 Square Feet) tract of land situated in the S.B. Price Survey, Abstract No. 860, the Leeman Kelsey Survey, Abstract No. 594 and the J.E. McQuatter Survey, Abstract No. 781, City of Venus, Ellis County, Texas; being a portion of that called 200.046 acres (tract 1) and that called 97.8915 acres (tract 5), conveyed to Fall Creek Land & Cattle, LLC., of record in Document No. 2018-1808509, Deed Records, Ellis County, Texas, (D.R.E.C.T.) and more particularly described by metes and bounds as follows:

BEGINNING at a point same as the northeast corner of this tract from which a 1/2-inch iron rod with cap stamped "Rockin'CT" found in the west right of way (R.O.W.) line of F.M. Highway 157 (R.O.W. varies) bears North 60°36'16" East, 225.02 feet, from which a 5/8-inch iron rod with cap stamped "TXRCS" found in the west R.O.W. line of said F.M. Highway 157 bears North 30°14'03" West, 254.86 feet and from said 5/8-inch iron rod with cap stamped "TXRCS" found a 1/2-inch iron rod with cap stamped "FORT WORTH SURVEYING" found in the east R.O.W. line of said F.M. Highway 157 bears North 59°49'58" East, 104.77 feet, said POINT OF BEGINNING being the northeast corner of the herein described tract,

THENCE, South 28°27'42" East, 580.53 feet to a point;

THENCE, North 61°32'18" East, 79.73 feet to a point marking the beginning of a curve to the left;

6.94 feet along said curve to the left having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing North 43°28'26" East, 6.82 feet to a point marking the beginning of a curve to the right; 42.25 feet along said curve to the right having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing North 43°28'26" East, 41.55 feet to a point;

THENCE, North 61°32'18" East, 116.88 feet to a point;

THENCE, South 30°14'03" East, 90.04 feet to a point;

THENCE, South 61°32'18" West, 119.67 feet to a point marking the beginning of a curve to the right;

42.25 feet along said curve to the right having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing South 79°36'10" West, 41.55 feet to a point marking the beginning of a curve to the left; 6.94 feet along said curve to the left having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing South 79°36'10" West, 6.82 feet to a point

THENCE, South 61°32'18" East, 79.73 feet to a point;

THENCE, South 28°27'42" East, 1130.00 feet to a point;

THENCE, North 61°32'18" East, 73.04 feet to a point marking the beginning of a curve to the left;

6.94 feet along said curve to the left having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing North 43°28'26" East, 6.82 feet to a point marking the beginning of a curve to the right; 42.25 feet along said curve to the right having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing North 43°28'26" East, 41.55 feet to a point;

THENCE, North 61°32'18" East, 122.72 feet to a point marking the beginning of a curve to the right;

90.15 feet along said curve to the right having a radius of 3,864.72 feet, a delta angle of 1°20'12" and a chord bearing South 25°09'30" East, 90.15 feet to a point;

THENCE, South 61°32'18" West, 117.52 feet to a point marking the beginning of a curve to the right;

42.25 feet along said curve to the right having a radius of 67.00 feet, a delta angle of 36°07'44" and a chord bearing South 79°36'10" West, 41.55 feet to a point marking the beginning of a curve to the left; 6.94 feet along said curve to the left having a radius of 11.00 feet, a delta angle of 36°07'44" and a chord bearing South 79°36'10" West, 6.82 feet to a point;

THENCE, South 61°32'18" West, 65.45 feet to a point;

THENCE, South 28°27'42" East, 180.05 feet to a point;

THENCE, South 61°32'25" West, 821.66 feet to a point;

THENCE, South 28°14'24" East, 825.08 feet with the west line of said Jill S. Stottlemire tract and that tract conveyed to Timothy D. Stottlemire and Linda K. Stottlemire of record in Volume 2962, Page 1143, D.R.E.C.T. to a point;

THENCE, South 62°04'51" West, 2,428.83 feet to a 1/2-inch iron rod found marking the southwest corner of this tract;

THENCE, North 29°42'06" West, 296.13 feet to a 1/2-inch iron rod found marking the southwest corner of this tract;

THENCE, South 59°56'10" West, 518.73 feet to a point;

THENCE, North 33°14'35" West, 43.50 feet to a point;

THENCE, North 25°52'45" West, 55.90 feet to a point;

THENCE, North 13°44'18" West, 67.65 feet to a point;

THENCE, North 08°01'56" West, 120.32 feet to a point;

THENCE, North 23°53'29" East, 985.54 feet to a point;

THENCE, North 00°11'08" East, 225.70 feet to a point;

THENCE, North 77°01'59" East, 127.35 feet to a point marking the beginning of a curve to the left;

140.79 feet along said curve to the right having a radius of 60.00 feet, a delta angle of 134°26'46" and a chord bearing North 19°49'17" West, 110.64 feet to a point;

THENCE, North 00°10'17" West, 166.40 feet to a point;

THENCE, North 84°24'01" East, 202.65 feet to a point in the west line of an 80 feet wide easement conveyed to Old Ocean Fuel Company of record in Volume 471, Page 288, D.R.E.C.T.;

THENCE, South 05°33'00" East, 508.47 feet to a point along the west R.O.W. line of the aforementioned Old Ocean Fuel Company easement;

THENCE, South 25°44'19" East, 554.66 feet with the west line of said easement to a point;

THENCE, South 24°51'38" East, 486.10 feet to a point on the south boundary line of this tract;

THENCE, South 62°04'51" West, 80.11 feet with the south boundary line of this tract;

THENCE, North 24°51'38" West, 586.55 feet with the east line of the aforementioned Old Ocean Fuel Company easement;

THENCE, North 26°36'26" West, 308.45 feet with the east line said easement to a point;

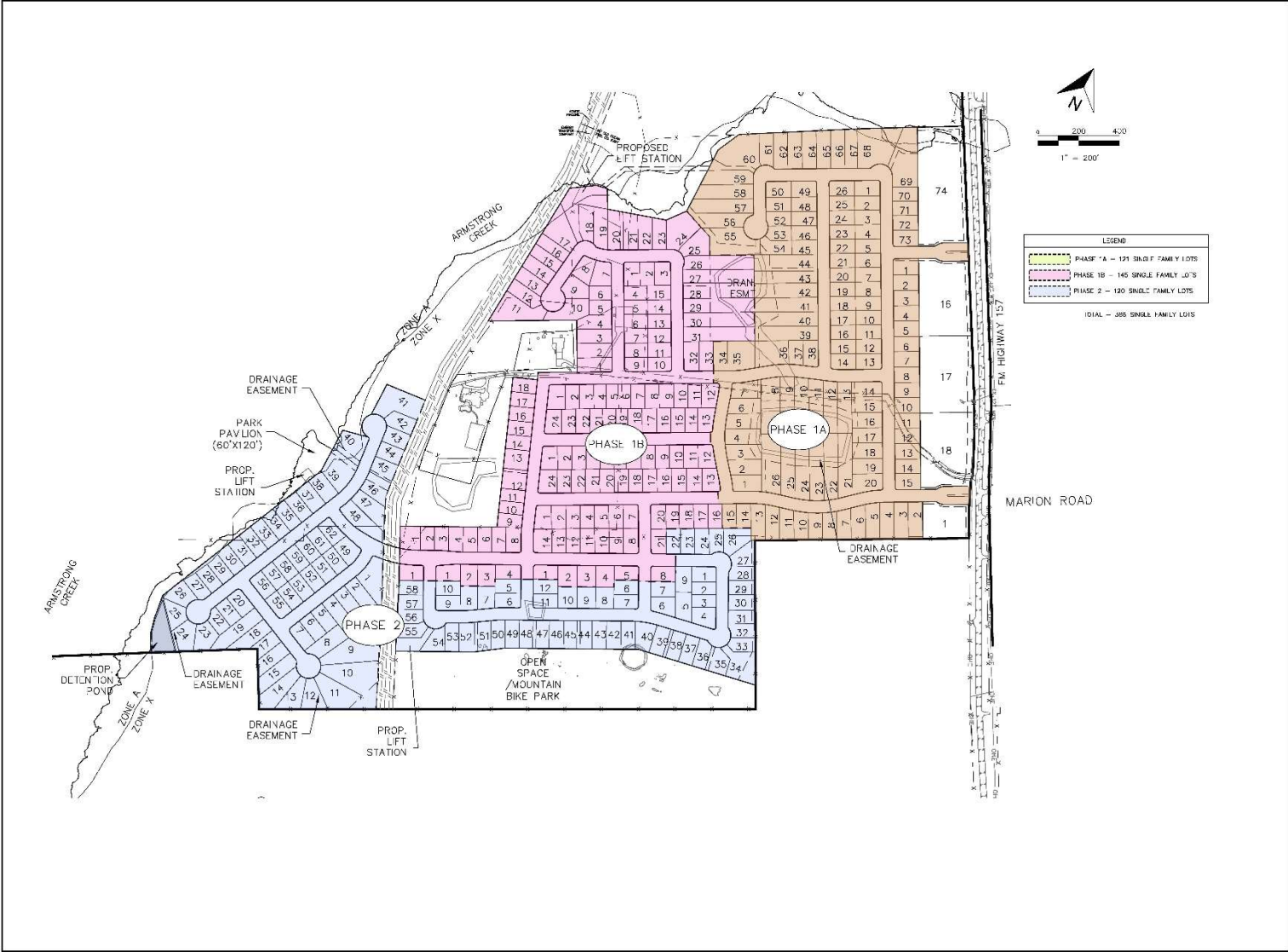
THENCE, North 62°40'40" East, 472.77 feet departing the east line of said easement to a point;

THENCE, North 21°48'54" West, 737.24 feet to a point;

THENCE, North 68°11'06" East, 120.00 feet to a point;
THENCE, North 21°48'54" West, 35.84 feet to a point;
THENCE, North 61°32'18" East, 190.91 feet to a point;
THENCE, North 28°27'42" West, 254.56 feet to a point;
THENCE, South 61°32'18" West, 433.28 feet to a point in the east line of the aforementioned Old Ocean Fuel Company easement;
THENCE, North 03°41'46" East, 761.43 with the east line of said easement to a point;
THENCE, North 56°08'11" East, 131.95 feet departing the east line of said easement to a point;
THENCE, North 78°51'58" East, 55.01 feet to a point;
THENCE, South 28°27'42" East, 100.27 feet to a point;
THENCE, North 72°33'43" East, 292.58 feet to a point;
THENCE, North 38°16'47" East, 109.18 feet to a point;
THENCE, North 00°38'15" West, 335.58 feet to a point;
THENCE, North 25°37'52" East, 126.30 feet to a point;
THENCE, North 59°17'29" East, 578.09 feet to a point;
THENCE, North 60°35'13" East, 295.10 feet to a point;
THENCE, North 60°36'16" East, 225.02 feet to the Point of Beginning and Containing 139.28 acres (6,067,270 Square Feet) of land.

APPENDIX D

PHASE 1 AND 2 CONCEPT PLAN



BRAHMAN RANCH
FM HIGHWAY 157
VENUS, TEXAS 76085

PREPARED BY:



6520 W. 702nd STREET, SUITE 100
VENUS, TEXAS 76085
TEL: 940.261.1111
WWW.ZE-ENGINEERING.COM

PROJECT NAME
BRAHMAN RANCH

This document is
released for the
purpose of interim
review under the
authority of Equal
Opportunity, P.E. Texas
License #123928 on
12-02-23. It is
not to be used for
construction, bidding
or permit purposes.

ISSUED BY:

NO. DATE DESCRIPTION

DRAWING TITLE

**BRAHMAN RANCH
PHASE 1 AND 2
CONCEPT PLAN**

DATE: 07/24/2024

SHEET

EXH 1.0

APPENDIX E

TABLE OF ANTICIPATED LOT TYPE 60 LOTS

PHASE 1 AND 2 ANTICIPATED LOT TYPE 60 LOTS			
PHASE	BLOCK	LOT	LOT TYPE
Phase 1A	12	43	Lot Type 60
Phase 1A	12	67	Lot Type 60
Phase 1B	1	19	Lot Type 60
Phase 1B	6	9	Lot Type 60
Phase 1B	6	10	Lot Type 60
Phase 1B	6	11	Lot Type 60
Phase 1B	8	5	Lot Type 60
Phase 1B	8	6	Lot Type 60
Phase 1B	9	4	Lot Type 60
Phase 1B	9	5	Lot Type 60
Phase 1B	9	6	Lot Type 60
Phase 1B	9	11	Lot Type 60
Phase 1B	9	14	Lot Type 60
Phase 1B	9	19	Lot Type 60
Phase 1B	9	20	Lot Type 60
Phase 1B	9	21	Lot Type 60
Phase 1B	12	15	Lot Type 60
Phase 1B	12	16	Lot Type 60
Phase 1B	12	27	Lot Type 60
Phase 2	2	11	Lot Type 60
Phase 2	2	16	Lot Type 60
Phase 2	2	18	Lot Type 60
Phase 2	2	24	Lot Type 60
Phase 2	2	27	Lot Type 60
Phase 2	2	34	Lot Type 60
Phase 2	5	2	Lot Type 60
Phase 2	5	3	Lot Type 60
Phase 2	West	12	Lot Type 60
Phase 2	West	13	Lot Type 60
Phase 2	West	14	Lot Type 60
Phase 2	West	23	Lot Type 60
Phase 2	West	24	Lot Type 60
Phase 2	West	25	Lot Type 60
Phase 2	West	46	Lot Type 60



City Council Agenda Item Report
March 8, 2021
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org

**DISCUSS AND CONSIDER APPROVAL OF RESOLUTION TO AWARD A CONTRACT FOR BANK
DEPOSITORY SERVICES FOR THE CITY OF VENUS' BANKING NEEDS.**

1. BACKGROUND/HISTORY:

The City currently banks with Citizens National Bank (CNB). As part of their agreement, CNB has pledged to secure the City's financial assets up to \$6,664,000 over normal FDIC insurance. Due to recent events related to the rapid growth in Venus, the City informed CNB of the need for additional pledged security in the very near future.

On November 19, 2020, the City received a letter from CNB stating they will not be able to offer any additional coverage above the amount currently pledged to the City. For this reason, they have graciously agreed to release the City from its contract agreement so that we may find a financial institution that can service our growing needs.

2. FINDINGS / CURRENT ACTIVITY:

On January 28, 2021, the City published legal notice that the City was accepting applications from eligible financial institutions for depository services. The notice stated that applications would be accepted through March 1, 2021, and a contract would be awarded at the March 8, 2021 Council meeting.

Pinnacle Bank and Wells Fargo requested a depository application; however, due to the 2021 Winter Weather Event, both institutions have since requested more time to submit.

3. RECOMMENDATIONS

Management recommends that City Council table this agenda item until the March 29, 2021 council meeting to give all financial institutions additional time to submit their applications.

4. ATTACHMENTS:

None



Human Resources

Policies & Procedures Manual

Approved August 2017

City of Venus Values Statement

Employees of the City of Venus are expected to provide exemplary service and demonstrate professionalism while conducting business with citizens, visitors, internal employees, and the general public.

Internally our conduct with each other will be marked with high ethics, honesty, and integrity. We value character and display loyalty to the City and its citizens by focusing on what is best for Venus as a whole. We are a dedicated, team-oriented staff who shows mutual respect. We value competency and commitment to our jobs. We attempt to understand how to do our job best and how what we do affects others within the City.

We have a sense of duty to the City of Venus and work with a passion for doing our jobs with excellence. We are dedicated to doing our jobs the right way for we know that what we do today lays a foundation for all those who will one day live in Venus and for those who will serve them. We value the heritage given to us by those that preceded us and we realize that what we do today leaves our own heritage. We will leave a legacy of making a positive difference in the lives of the citizens of Venus and those they touch.

We know the citizens of Venus are our reason for being here. They set policy, vision and procedures through their elected council and mayor. They are the greatest assets of Venus and we are dedicated to caring for those assets. The citizens of Venus and others that deal with the City will, because of the way we treat them, have a positive impression of the City government. We will present ourselves as professionals who are accessible, considerate, helpful, caring, and reliable. The citizens are not distractions from our job. They are our job. We will rise to the highest levels of customer service. We will treat everyone equally and fairly regardless of any background considerations. We will focus on their concerns and making life better for them through our services to them.

In our efforts to be professional in conducting the business of the City, we must value flexibility and adaptability. The City of Venus is growing. We must be always learning and adapting. We are exploring new ideas, new technologies, new approaches, and new applications. We value growth, education, and training. We value confidence and *our* ability to stand behind our decisions because we base them upon:

- the best information available at the time;
- consideration for everyone involved;
- concern for how it affects others; and
- a focus on the best interests of the citizens of Venus.

City of Venus (Government) Vision

Professional citizen-servants leading a growing community by providing responsible public administration and reliable municipal services; enforcing reasonable standards of development and safety which protect property values and ensure a quality community atmosphere; dedicated to fiscal responsibility and stewardship based on honesty, integrity, fairness, and accountability with service above self and excellence in all we do.

City of Venus (Government) Mission

To be a progressive city that provides high quality services which promote a vibrant, safe, and healthy environment.

Action Plan

- Ensure a safe, quality environment for residents and businesses.
- Provide effective, reasonable priced municipal services and administration.
- Establish and enforce reasonable standards pertinent to the City with all due respect for established State and Federal laws.
- Control development to ensure opportunity for growth, retention of property values, and preservation of our rural heritage with an emphasis on City beautification.
- Maintain a vision of the future and plan for services, which support that vision.
- Execute these responsibilities in harmony with our neighbor communities, State and Federal government without discrimination based on race, color, religion, gender, age, sexual orientation, national origin, political affiliation, disability, veteran's status, or other non-merit factors.

Our Values

In all respects, city government is dedicated to accomplishing its mission through:

Professionalism
Pride
Service
Fairness
Accountability

**CITY OF VENUS
POLICIES AND PROCEDURES MANUAL
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PURPOSE OF MANUAL

This manual is a summary of personnel policies and procedures established to assist managers, supervisors, and employees of the City of Venus in the administration of positive employee relations in accordance with sound management principles and applicable laws and regulations.

Although most major areas of the personnel policy are defined in this manual, there may be situations that are not cited specifically. In these instances, management retains the right to establish policy. All personnel policies apply to **all City of Venus employees** regardless of classification or whether volunteer or paid staff.

It is the responsibility of each employee of the City to comply with all policies in this manual and with other rules and regulations implemented in accordance with these policies. If there are questions about any policies, procedures, rules, or regulations, they should be discussed with the immediate supervisor or department head.

This manual represents the general City policies. Individual departments may establish additional policies. These policies must be reviewed and/or approved by the City Administrator/Manager, be on file, and be made available at all times to employees of that department either physically or through the use of electronic means.

Specific departmental rules and regulations will be explained by each employee's supervisor or department head. It is the responsibility of the management to administer personnel policies in a consistent, fair, and impartial manner.

The purpose of this policy is to provide an overview of the City's general expectations for employees and managers. The regulations herein provided are merely general guidelines that the City may unilaterally rescind or modify at any time without notice. The regulations are not a contractual obligation.

The statements and provisions of this handbook will control over any contradictory statements, written or otherwise, made by any supervisors of the City; any agreements or assurances concerning the terms, conditions, or duration of any individual's employment, is not binding unless the same is in writing and signed by the Mayor of the City.

This manual and the policies contained in it are not a contract of employment, do not constitute a guarantee of employment for any specific duration and are not all-inclusive of every situation. The relationship between the City and employees are "employment at will", including temporary, seasonal and contract employees. This policy does not provide contractual or property rights to any employee. The City of Venus reserves the right to release an employee at any time and for any reason, with or without cause, unless expressly prohibited by law.

Employees of the City of Venus have the following rights:

1. Employees have the right to state grievances in a respectful, appropriate manner to their supervisors without fear of reprisal.
2. Employees have the right to review the contents of their own personnel file, under supervision by Human Resources. Appointments are required.
3. Employees have the right to make application for other jobs in the City as positions become available.
4. Employees have the right to review, under supervision, their own payroll records.
5. Employees have the right and are encouraged to make suggestions to their supervisors on ways and means to improve City functions.
6. Employees have the right to participate in political activities, in accordance with State law, subject to the guidelines specified in this handbook.

Chapter 1

INTRODUCTION

Section 1-01: Objective of Policies

Effective Date: 08/07/17

The purpose of these policies is to bring a high degree of understanding, cooperation, efficiency, and unity to City operations which come through systematic application of good procedures in personnel administration, and to provide a uniform policy for all employees with all of the benefits such a program insures. The basic objectives of these policies are:

1. To promote and increase efficiency, and responsiveness to the public;
2. To establish and maintain an equitable and uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions within the City;
3. To establish and promote high morale among City employees by providing a good working environment and uniform personnel policies,
4. To provide an attractive, efficient, and safe environment by maintaining good physical working conditions;
5. To communicate freely and to encourage communication from and among all employees;
6. To provide a work environment that is conducive to both personal and professional growth; and
7. To safeguard any employee's right to be treated with respect, dignity, equity, and fairness; where provided, the right to appeal any violation of these rights.

Section 1-02: Equal Opportunity Policy

Effective Date: 08/07/17

It is the policy of the City of Venus to afford equal opportunity in all aspects of the employment relationship to all individuals. Equal Employment Opportunity is the law of the land, and the City of Venus will not discriminate because of race, color, religion, gender, age, sexual orientation, national origin, political affiliation, disability, veteran's status, or other non-merit factors.

This Equal Employment Opportunity policy applies to all aspects of the employment relationship including but not limited to, recruiting, interviewing, testing, ranking, selection, compensation, promotion, transfer, performance appraisal, training, discipline, layoff, and discharge.

The City of Venus will take necessary action to assure that its personnel and operating procedures support equal opportunities in employment. However, the City reserves the right to evaluate each individual based on bona fide abilities and qualifications to perform the essential

functions of the job.

Section 1-03: Applicability and Scope

Effective Date: 08/07/17

These policies apply to all City employees unless specified otherwise by state law, City ordinance, or departmental policy approved by the City Administrator/Manager. A person on retainer or under contract is not considered a City employee in the absence of a specific agreement to that effect; however, the City expects that any individual, paid or volunteer, representing the City in an official capacity uphold the same Equal Employment Opportunity standards as its staff.

Nothing in this manual shall be considered to create a property right in employment. It should be understood that employment is for an indefinite period and is at-will.

Section 1-04: Dissemination and Familiarity

Effective Date: 08/07/17

All City employees shall be informed of the existence of these policies and each department head shall keep a copy available for reference by its employees. An employee manual outlining the general personnel policies of the City will be furnished to all employees for their personal use and reference. **The City of Venus shall require that all employees sign a statement that they have been furnished a copy of an employee manual outlining these policies.** It shall be the employee's responsibility to become thoroughly familiar with such policies.

Section 1-05: Amendments to Policies

Effective Date: 08/07/17

These policies may be amended, supplemented, or superseded at any time by the Mayor and or the City Administrator/Manager. Upon any change, each employee will be notified of the change and directed to the location of the new policy and/or be given a copy of the revised policy changes in writing as soon as possible thereafter, and shall sign a statement that they have been furnished a copy of the amended policy or policies.

Section 1-06: Administrative Authority

Effective Date: 08/07/17

The City Administrator/Manager shall be responsible for establishing the policies under which personnel matters are to be administered. With the exception of matters reserved to the City Council by statute, ordinance or these policies, the general and final authority for personnel management rests with the Mayor, who shall develop, administer, and interpret personnel policies and procedures as they apply to all departments and employees.

Each department head is responsible within the scope of their authority for enforcing the provisions of these policies and related rules and procedures about matters involving their department. Department heads may prepare and enforce additional personnel policies within their department provided they are not inconsistent with these policies and have been approved by the City Administrator/Manager. An employee, who violates departmental code of conduct, rules, policy, or procedure is subject to disciplinary action.

Section 1-07: Definitions

Effective Date: 08/07/17

- A. Any reference to any person in these Regulations by use of the masculine gender is for purposes of grammatical clarity only, and shall not be construed to exclude the feminine gender.

- B. Titles utilized herein shall not govern, limit, modify or affect the scope of meaning or intent of any provision.
- C. Any provision contained herein that is found or determined to be illegal, incorrect, or inapplicable shall not affect the validity of the remaining contents.
- D. The words and terms used in these Personnel Regulations shall have the meaning indicated as follows (unless the context in which the word is used clearly indicates otherwise):

ADDRESS means the street and number, city, state and zip code of a residence and/or the post office box mailing address, if applicable.

ADMINISTRATIVE LEAVE means an authorized absence with pay.

ANNIVERSARY DATE means the month and date at which one (1) year or additional years of employment with the City are attained by a regular full-time or part-time employee. If an employee changes from part-time to full-time status, then the anniversary date is changed to reflect the date the employee begins full-time status.

BASE PAY means an employee's salary excluding longevity pay, overtime pay and any other additional compensation.

CITY means the City of Venus, Texas.

CONTINUOUS SERVICE means employment with the City uninterrupted by leave of absence without pay or separation from City service.

CONTRACT EMPLOYEE means an employee who has contracted with the City to perform a specific task at a set rate of compensation.

DEMOTION means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

DEPARTMENT means a major functional unit of City government.

DEPARTMENT HEAD means any person, appointed by the City Council, who is responsible for the administration of a department.

EMPLOYEE means any person employed full-time and paid a salary or wages by the City, and may include part-time and temporary employees who may or may not enjoy normal benefits given to full-time employees. It does not include an independent contractor, contract employee, the Municipal Court Judge(s), the City Attorney, City Manager/Administrator, City Secretary, Police Chief, a member of an appointed Board or

Commission, or a member of the City Council.

GRADE means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified according to such factors as level of difficulty, responsibility, and other criteria.

JOB means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual, or individuals when the magnitude of the job is such that it cannot be performed by one person.

JOB CLASSIFICATION means all positions, regardless of departmental location, that are sufficiently alike in duties and responsibilities to:

1. Be called by the same descriptive title;
2. Be accorded the same pay scale under like conditions; and/or
3. Require substantially the same education, experience, and skills.

LEAVE WITHOUT PAY means an authorized temporary absence without pay.

MANUAL means these Personnel Regulations.

MERIT means character or conduct deserving reward, honor, or esteem.

MILITARY LEAVE means any authorized absence of an employee for active or reserve duty or training in the United States armed forces.

MONTH means one (1) calendar month.

MOTOR VEHICLE ACCIDENT means an incident involving a motor vehicle in which there is either a fatality, any property damage, an injury treated immediately and/or away from the scene or a vehicle is required to be towed, due to disabling damage, from the scene.

NEW-HIRE means any employee with less than twelve (12) full months of continuous employment with the City.

PHYSICIAN OR LICENSED PHYSICIAN means any physician licensed by the Texas State Board of Medical Examiners.

PROBATIONARY EMPLOYEE means a NEW-HIRE employee with less than six (6) full months of continuous employment with the City, OR, any employee who has been placed on probationary status by their Department Head.

PROMOTION means an assignment of an employee from a position of one (1) classification to a position in another classification having a higher pay grade.

REDUCTION IN FORCE means a separation from City service because of a shortage of funds or materials, elimination of a position or other reasons beyond the control of an employee and not reflecting discredit upon him.

REGULAR EMPLOYEE means an employee who is either full-time or part-time and is non-seasonal and non-temporary.

REGULATIONS mean these Personnel Regulations.

RESIDENCE means the actual place of abode of an employee.

RETIREMENT DATE means the first day an eligible employee becomes entitled to receive retirement benefits.

SECONDARY EMPLOYMENT means any business, trade, occupation, or profession performed for any entity other than the City, or pre-approved entity including self-employment.

SEPARATION means a voluntary or involuntary cessation of employment with the City.

SERIOUS HEALTH CONDITION means an illness, injury, impairment or physical or mental condition involving inpatient care or continuing treatment by a health care provider.

SUPERVISOR means any person responsible for directing the daily work of others.

SUSPENSION means an involuntary discontinuance of pay for a specified period of time.

TERMINATION means a disciplinary cessation of employment with the City.

TRANSFER means any change of an employee from one position to another position in a classification having the same pay grade.

WORK DAY OR WORKING DAY means any one shift during which a department is open for business or on which an employee is scheduled to work.

WORK WEEK means a fixed, recurring period as follows:

1. 40 hours per week, which is defined as Wednesday 12:01 a.m. to Tuesday 11:59 p.m., for regular full-time employees;
2. 40 hours per week for non-exempt police personnel and 80 hours over a two-week work period for police shift personnel.

Chapter 2

EMPLOYEE HIRING and EMPLOYMENT

Section 2-01: Vacancies

Effective Date: 08/07/17

Only those vacancies allocated in the annual budget or new positions authorized by the City Council shall be filled. The department head shall notify the City Administrator/Manager immediately when a vacancy occurs in their respective department. Vacancies may be filled through public announcement, promotions, transfers, demotions, or reinstatement.

Section 2-02: Announcement of Vacancies

Effective Date: 08/07/17

The City Administrator/Manager, or their designee, may publicly announce by appropriate means all job vacancies. Job vacancies may be posted on our City web-site, on bulletin boards located at City Hall or various other web-sites and publications. Each job announcement insofar as practicable, shall specify the title, salary, and nature of the job; the required qualifications; whether competition is open to the general public or restricted to City employees; and the application deadline. Each announcement shall also contain a statement affirming the City's commitment to a policy of equal employment opportunity. This provision does not preclude the hiring of candidates selected by other means, promotions or transfers being done without advertising.

Section 2-03: Employment Applications

Effective Date: 08/07/17

Applications for employment or reinstatement shall be submitted on forms as prescribed by the City Administrator/Manager, or his or her designee, for each vacant position. Only applications officially received in the prescribed manner shall be considered. All information submitted in connection with applying for City positions is subject to verification.

Section 2-04: Employment Evaluation/Grounds For Disqualifications

Effective Date: 08/07/17

The primary goal of the City is to fill vacancies with highly qualified applicants that are the best suited for the position. The department head, City Administrator/Manager or their designee shall determine the most appropriate means of evaluating applicants against job requirements and organizational mission to identify the qualified persons suited for the job. Reference checks, interviews, medical and psychological examinations, criminal history checks, verification of citizenship or employment eligibility, skills test, written tests, driver's license checks, and/or other screening procedures may be used as deemed appropriate and in all cases, shall be consistent with the applicable employment laws and regulations.

Applicants may be required to provide any work experience and qualifications information necessary to demonstrate compliance with prescribed qualification requirements or proficiency.

An applicant shall be disqualified from consideration if he or she:

- A. Does not meet the qualifications necessary for performance of the duties of the position involved.

- B. Has made any false statement of fact on the application, depending upon the seriousness, willfulness, and applicability of the false information to the position;
- C. Is not lawfully authorized to work in the United States in accordance with the Federal Immigration Reform and Control Act, as amended; or
- D. Would be in violation of the nepotism policy or laws.
- E. An applicant may also be disqualified from consideration upon other reasonable grounds relating to job requirements.

**Section 2-05: Americans with Disabilities Act/
Reasonable Accommodations**

Effective Date: 08/07/17

The City of Venus is an equal opportunity employer and, as such, requires compliance with the Americans with Disabilities Act (ADA). The Act prohibits discrimination against qualified persons with disabilities in hiring, as well as in all terms and conditions of employment. All requests by City employees for accommodation under the ADA should be submitted in writing to the Human Resources Department. The City shall comply with ADA regulations when consideration requests for accommodation.

**Section 2-06: Applicant Referral, Interview
And Selection Process**

Effective Date: 08/07/17

The referral of applicants to department heads for selection shall be in accordance with approved City policies, procedures and practices developed by the City. Interviews will be structured and conducted in such manner as to appraise the applicant's qualifications and ability to perform the essential functions of the position. All applicants meeting the minimum requirements may not receive a personal interview.

Rating and evaluation of education, training and experience will be based upon information in the application form and such other data as may be secured through the interview or from other sources, which may be subject to investigation as to truth and completeness. For positions requiring specific educational achievements, a copy of diplomas, degrees or certifications may be required.

The Department head/hiring manager will make the selection of the most qualified applicant. The Department head/supervisor will then submit the selection to the City Administrator/Manager and/or their designee to begin the background investigation process as described in Section 2-11.

Section 2-07: Authority for Employment Hire

Effective Date: 08/07/17

The hiring authority for all City positions shall rest with the City Administrator/Manager except as otherwise provided by City policy, state law, or City ordinance. The City Administrator/Manager may delegate such authority to the department head for those positions

under his/her supervision.

Hiring decisions shall be made based on the applicant's qualifications, experience, talents, and suitability for the job as ascertained through fair and practical selection methods. It shall be the policy of the City to appoint the most qualified applicant best suited for the position.

All agreements with a selected applicant will be made in exact accordance with the written, authorized or approved salary plan. Any agreement, oral or implied, that differs from that described herein will not be honored. Offers of employment will be made through the Human Resources' office.

Section 2-08: Employment Status

Effective Date: 08/07/17

As a public agency, the City must comply with the Patient Protection and Affordable Care Act of 2010 ("Act"), as amended. All "eligible employees" (as defined by the Act), shall be treated in accordance with the Act. All other employees shall be subject to the City's policies enumerated below. Notwithstanding the foregoing, employees should consult with their Supervisor/Department Head or the Human Resources Manager to discuss all options.

All employees are classified into one of the following categories:

REGULAR EMPLOYEES: Employment in an authorized position in which the employee works at least forty (40) hours in a regular work schedule.

PART-TIME EMPLOYEES: Employment in an authorized position in which the employee works less than thirty (30) hours per work week.

PART-TIME EMPLOYEES
ELIGIBLE FOR BENEFITS: Employment in an authorized position in which the employee works no less than thirty (32) hours, but no more than thirty-nine (39) hours, in a regular work schedule; provided, however, such benefits are subject to change should the City's healthcare plan be revised and/or amended, with or without notice, and not as a result of the City's initiative.

TEMPORARY EMPLOYEES: Employment in a position established for a specified period of time, or for the duration of a specified project or group of assignments.

For purposes of overtime pay, employment positions are classified as "EXEMPT" or "NON-EXEMPT", defined as follows:

EXEMPT: Any position that performs professional,

executive, or administrative duties and is classified as exempt by the Federal Fair Labor Standards Act. This classification is paid on a salary basis and is not eligible for overtime pay.

NON-EXEMPT:

Any position that is paid on an hourly basis. This classification is generally eligible for overtime pay.

All employment by the City of Venus is in the form of an "at will" employment, meaning that it can be terminated by either employer or employee at any time for any or no reason, in so much as it is not illegal; nothing in these regulations will be held to alter the "at will" nature of such employment. The City reserves the right at any time to enter into an employment agreement with an employee as approved by the Mayor.

**Section 2-09: Nepotism/Restriction of
Employment of Relatives**

Effective Date: 08/07/17

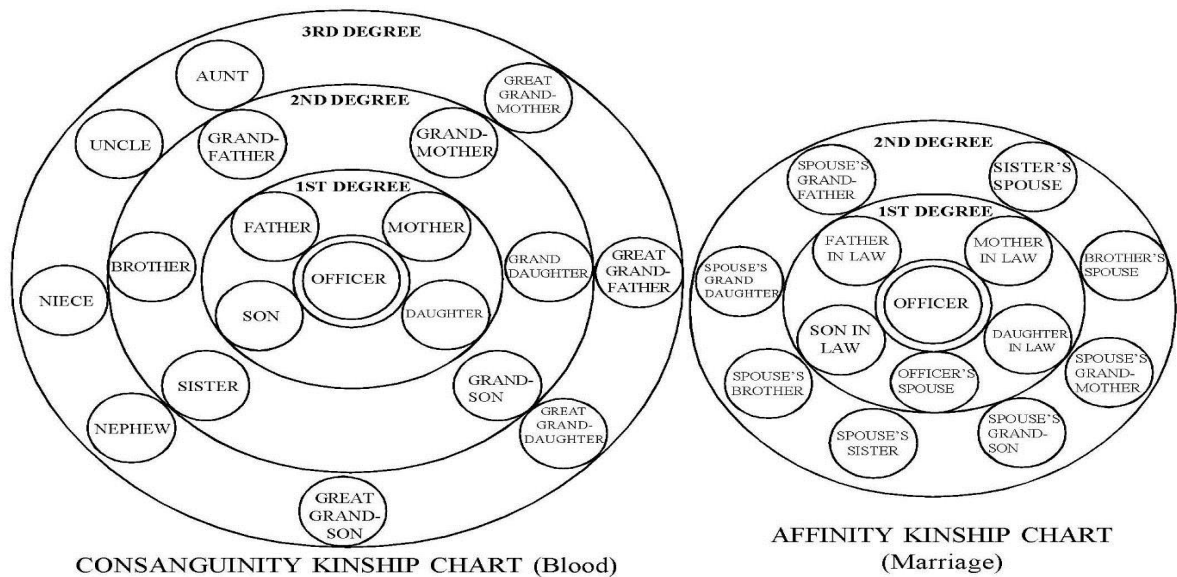
- A. No persons related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to the mayor or any member of the City Council shall be appointed to any office, position, or other services of the City, but this prohibition shall not apply to officers or employees who have been employed by the City continuously for more than six (6) months prior to the election of such member of the council or mayor.
- B. Nepotism restrictions are as follows:
 - 1. An individual related within the third degree of consanguinity or second degree of affinity to a department head shall not be appointed to a position within that department.
 - 2. An individual shall not be appointed to any position directly supervised by someone to whom he/she is related within the third degree of consanguinity or the second degree of affinity.
 - 3. An individual shall not be appointed to any position if the appointment would create a close working relationship within the department that could possibly interfere with department operations.
 - 4. Should a current employee become a relative of another employee and fall under the provisions of this rule, one of the employees must transfer to another area, resign, or face termination.
 - 5. The Mayor and City Manager/Administrator must approve the appointment or continued employment of any person subject to the provisions of this rule.
 - 6. The Mayor and City Manager/Administrator may apply the nepotism

prohibition for other organizational and/or personal relationships in the best interest of the City of Venus.

7. The Mayor and City Manager/Administrator may waive the provisions of section (B) when it is in the best interest of the department or the City.

For purposes of this section, “immediate family” will be defined as someone related within the second degree by blood or the first degree by marriage to the applicant. “Second degree” includes, but is not limited to: parents, children, grandchildren, grandparents, siblings, and the corresponding in-laws. Existing employees found to be in a situation defined as nepotism will be given an opportunity to seek a transfer, if available, or resign their position. The allowable time for such a transfer or resignation will be determined by the City Administrator/Manager.

NEPOTISM
Civil Law Method
Effective in Texas Since August, 1991



Section 2-10: Residency Requirements

Effective Date: 08/07/17

There shall be no absolute residency requirements for City employment. However, departmental policies and job descriptions outlined at the time of hire may require a specific response time for those employees likely to be called to work in cases of emergency. Such employees may be required to reside within a reasonable commuting range of their places of work. For these purposes, a reasonable commuting distance shall be defined as twenty-five (25) miles from the City limits. The City Administrator/Manager shall make any final determination regarding acceptable distance for key personnel. Employees who are allowed to operate City vehicles between their places of residence and work may be required to reside within the City or a reasonable commuting range as

defined above.

Section 2-11: Pre-Employment Examinations

Effective Date: 08/07/17

Individuals who receive an offer of employment from the City must undergo a drug screening at a pre-designated laboratory as directed by the City prior to the first day of employment. The offer of employment is conditional upon the results of the drug screening. The lab work will be covered at the expense of the City.

Certain pre-designated positions may also require individuals to take a medical and physical examination at City expense given by a doctor designated by the City. Under 42 U.S.C. §12112(b)(6) and §12112(d) a medical examination maybe required if it is shown to be job-related for the position in question and is consistent with business necessity given the particular job duties at issue, and is no more intrusive to accomplish the employer's legitimate goal. The offer of employment is conditional upon the results of the physical examination. Furthermore, these results will not be used to discriminate on the basis of a qualified disability and the information obtained regarding medical condition or history will be collected and maintained in separate forms and in separate medical files and shall be treated as confidential medical information. The City Administrator/Manager, acting upon information provided by medical personnel, shall be the final authority in determining medical suitability for employment. The City Administrator/Manager may waive or modify the medical examination requirement for any or all part time positions, temporary employees, or emergency appointments.

The Texas Commission on Law Enforcement Officer Standards and Education requires that all peace officers be examined by a licensed psychologist who certifies that they are in satisfactory psychological and emotional health to be a police officer.

Section 2-12: Emergency Temporary Appointments

Effective Date: 08/07/17

The Mayor reserves the right to hire temporary or part-time employees in case of emergencies or unusual or extraordinary circumstances, which places demands which exceed the work force capabilities of the City. Emergency temporary appointments shall not be used to circumvent the normal appointment procedures. The employees involved shall not acquire any status or rights in the position to which they are temporarily appointed.

Section 2-13: Promotions

Effective Date: 08/07/17

Promotions will be defined as the assignment of an employee from one position to another requiring more responsibility, experience, education, technical or professional expertise and which is usually at a higher salary. The selection process may be limited to qualified, existing City employees first before considering other applicants. Opportunities for promotion across organizational lines shall be maximized, with approval from the City Administrator/Manager being necessary prior to such promotion.

All employees who receive a promotion will serve a six (6) month probation period in their new position. A performance review will be given at the conclusion of the promotion's probation period, and a salary review will be conducted in accordance with the City's salary

classification system. This review does not guarantee a salary increase. The supervisor may, at any time during this period, determine the individual is not suited to the position and may either transfer the employee if a suitable position is available or terminate the employee. The City has no obligation to place the individual in another position within the City, including the position formerly held.

Section 2-14: Temporary Promotions

Effective Date: 08/07/17

There may be instances where the proper performance of City functions will require a temporary assignment or where an employment position becomes available and where the City wishes to provide a current employee with the opportunity to fill that position. In such cases the City Administrator/Manager may authorize a temporary promotion to the job in an "Acting" status. Normally employees so promoted will hold the position for a specified time period and will be compensated at the appropriate pay level prescribed for the job. Temporary promotions shall not be used to circumvent normal selection procedures, and those employees involved shall not acquire any status or rights in the position to which temporarily promoted.

Nothing herein shall be construed to prevent the assignment of additional or a higher level of duties to an employee's existing position without additional compensation.

Section 2-15: Transfers

Effective Date: 08/07/17

Transfers may be requested to other positions in the same salary level (lateral transfers), to positions in lower-paying salary levels (demotion) or to positions in higher-paying salary levels. Transfers may be made administratively or in conjunction with an announced selection process. Transfers between classes or between departments shall become effective following approval of the City Administrator/Manager.

A lateral transfer will not affect the individual's salary; however, a transfer to a lower-paying job may require an adjustment in salary and other salary-related benefits. If the transfer is to a position in a higher job classification, the transfer may be considered a promotion and a salary increase may be authorized. A lateral transfer will not affect the individual's salary; and should be approved when the transfer is in the best interest of the City or rewards an exceptionally competent employee for meritorious performance. Lateral transfers are discouraged.

A transfer not involving promotion or demotion may be affected at any time for administrative convenience or necessity, or upon request of the employee to the department head, or if interdepartmental, to the City Administrator/Manager; provided that the employee is qualified to perform the duties of the position to which transfer is contemplated.

Section 2-16: Demotions

Effective Date: 08/07/17

A demotion is the assignment of an employee from one position to another position having fewer responsibilities or requiring less experience, education, technical, or professional expertise, and in most cases, results in a reduction in salary. The employee must be capable of performing completely all those duties required in the job to which he or she is demoted. An employee may be demoted at any time.

A demotion may be effected for either a disciplinary or non-disciplinary action with the approval of the City Administrator/Manager. If qualified to perform the duties of the lower

level position, an employee may, at their own discretion, be administratively demoted. Demotions that occur at the request of the employee, shall not be considered as disciplinary actions or to disqualify the employee involved from consideration for later advancement. Demotions, when used as an alternative to layoff, may be fully or partially rescinded at any time.

Section 2-17: Re-hire Eligibility**Effective Date: 08/07/17**

Former employees of the City of Venus who left employment in good standing are considered eligible for rehire. Former employees of the City of Venus who resigned for reasons of misconduct or performance, or were dismissed for reasons of misconduct or performance are considered ineligible for rehire. Should an exception be desired, a formal review can be requested in writing to the City Administrator/Manager no sooner than one year after separation.

Section 2-18: Employee Orientation**Effective Date: 08/07/17**

Upon hire, new employees shall go through a thorough orientation about the nature of the job, the benefits, obligations and responsibilities of the position, and the general policies and procedures of both the City and the department in which he or she is employed. In addition, the City shall obtain information needed for insurance programs, determining citizenship status, etc., such as date of birth, that were not provided for in the application for employment. The employee shall also be furnished a copy of the City personnel policies and procedures for their personal use and reference at this time and the employee, by signature, shall acknowledge its receipt.

Section 2-19: Employee Job Performance**Effective Date: 08/07/17**

All probationary employees may receive a performance evaluation every thirty days of employment for their full probationary period. Additionally, employee job performance may be reviewed on no less than an annual basis to evaluate job performance and facilitate communications between employees and supervisors. Employee job performance evaluations shall be in writing and on the appropriate forms provided and/or approved by the City Administrator, and are due from Department Heads on February 28th of each year. They shall become a permanent part of the employee's records. An employee's failure to meet job requirements or failure to satisfactorily perform job duties may result in disciplinary action, up to and including termination.

Section 2-20: Health and Fitness**Effective Date: 08/07/17**

It is the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential duties of his position. An employee who becomes aware of a medical or mental disability which may affect his ability to perform the essential duties of his assigned position must inform his immediate supervisor and/or Department Head. When it is suspected that the health condition of an employee constitutes a hazard to persons or property, or prevents the employee from effectively performing his essential duties, the employee may be required to submit to a health examination.

If an employee is unable to perform the essential duties of his assigned position, he may be terminated.

Section 2-21: Secondary Employment**Effective Date: 08/07/17**

Each employee of the City shall understand that his position with the City of Venus is his primary occupation and it shall take precedence over all secondary jobs at all times. An employee who is working another job at the time of hire, and who intends to continue the other employment, must so advise the appropriate Department Head, and receive approval to continue the secondary

employment. A City employee is permitted to engage in any business, trade, occupation, or profession, including self-employment, provide prior written approval of the Department Head is secured. Such approval must be placed in the employee's personnel file. Failure to acquire prior approval is grounds for disciplinary action.

(Police secondary employment approved by the chief of police, and directly related to law enforcement duties is covered by department policy and exempt from this provision.)

1. When engaged in secondary employment, the employee must notify his Department Head in writing of the place and type of employment or business, and the hours of work. (This provision does not apply to police employees working department approved overtime or extra-duty assignment.)
2. An employee whose position requires him to occupy an "on-call" status shall recognize such status as an obligation to the City of Venus and shall fulfill that obligation if called to work for the City during these hours even while working on the second job.
3. Such secondary employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City or interfere with the performance of the employee's City duties.
4. An employee shall not perform any outside work or engage in extra-duty employment at any time when the employee is on sick leave or is absent related to an injury received in the course and scope of City employment.
5. No employee shall engage in any employment or business where the work performed by the employee or that of the employee's agents or employees is subject to approval/rejection, inspection, or licensing by the City except pursuant to authorized department policies.
6. No employee shall engage in any employment or business on a matter which is or has been the subject of an investigation by the employee's department within the last twelve (12) months, nor may the employee appear as a witness except by court order in any proceeding as a result of such employment.
7. No employee shall identify himself with his position, department, or the City of Venus in:
 - a. The course of a sale or solicitation for sale of any goods or services; or
 - b. The advocacy of any policy, practice, standard or position not officially sanctioned by the City.
8. These rules apply whether or not there is remuneration for the work or employment.

Section 2-22: Training and Development

Effective Date: 08/07/17

The City encourages its employees to further their education in subjects related to their work and to broaden their knowledge and skill in preparation for potential job responsibilities. To the

extent consistent with budget constraints and with prior approval, the City shall reimburse registration, travel, meal, and other related costs incurred by eligible employees who attend job-related courses.

Chapter 3

PROBATION PERIOD

Section 3-01: Probation Period

Effective Date: 08/07/17

Every newly employed person shall be required to successfully complete a probation period of six (6) months, unless otherwise specified by department policy or state law. The department heads shall use the probation period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs. Only those employees who have satisfactory job performance and minimum job qualifications during their probation periods shall be retained.

Satisfactory job performance includes, but is not limited to: regular attendance; punctuality; proper conduct toward the supervisor, fellow employees, City management, City Council, and the general public; and satisfactory performance of the duties of the position.

Department heads shall submit an evaluation report on each employee to the City Administrator/Manager prior to the completion of the probation period.

Section 3-02: Completion of Probation

Effective Date: 08/07/17

During or at the end of the probation period, the supervisor may discharge or discipline any employee at will and such disciplinary action or discharge shall not be subject to any grievance or arbitration.

Failure of probation may occur at any time within the probation period and shall not be considered part of the disciplinary process. However, the employee may be administratively transferred to a more suitable position with approval of the City Administrator/Manager.

Section 3-03: Appeal of Failure of Probation

Effective Date: 08/07/17

An employee failing probation shall have no right to appeal except on the grounds of discrimination or other grounds prohibited by law and City policies, in which case the employee may appeal in writing to the City Administrator/Manager within three (3) working days following notice of failure of probation. The decision of the City Administrator/Manager shall be final.

Chapter 4

COMPENSATION & WORK-TIME

Section 4-01: Definitions

Effective Date: 08/07/17

1. Exempt Employees - An exempt employee is one who is not covered by the overtime provisions under the Fair Labor Standards Act (FLSA or Act).
2. Non-exempt Employees - Non-exempt employees will be paid overtime or receive compensatory time for hours worked in excess of forty 40 hours per workweek. Non-exempt sworn police employees will be paid overtime or receive compensatory time for hours worked in excess of eighty 80 hours per pay period.
3. Workweek Period - The workweek normal begins at 12:01 a.m. Wednesday and ends at midnight the following Tuesday.
4. Hours Worked - The time that the City requires or permits non-exempt employees to be on duty is considered hours worked. Only actual hours worked will be considered for the purposes of determining overtime or comp-time for non-exempt employees.

The following types of leave, **will not** be considered hours worked: vacation, sick time, jury duty, and bereavement leave

5. Pay period - Individual paychecks are issued biweekly for each pay period which begins on Wednesday at 12:01 a.m. and ends 14 days later on Tuesday at midnight.
6. Cost of Living Raise Adjustment - raises approved by City Council in the budget process for positions that are currently filled.

Section 4-02: Compensation Plan

Effective Date: 08/07/17

The City of Venus will, within its financial capability, provide equitable compensation for all employees in the form of pay and benefits. Salary and wage increases may be based on performance and the employee's contributions to the overall mission of the City.

All City pay ranges and job relationships may be reviewed annually. The City Administrator/Manager may recommend blanket changes in the compensation plan to adjust salaries for individual positions as is necessary to keep the compensation plan current and competitive with other employees of the same personnel class. Recommended changes in the compensation plan will be included in the annual budget and become effective upon City Council approval of the budget. The City Administrator/Manager reserves the right to determine if and when the changes can be applied based upon budgetary realities.

Section 4-03: Entry Level Pay Rates

Effective Date: 08/07/17

New City employees generally are paid at the minimum rate established for their job category.

The City Administrator/Manager may approve initial employment at a higher rate after confirmation with the hiring department. The rate must be within the established salary range for the position.

Section 4-04: Employee Pay Schedule

Effective Date: 08/07/17

The City of Venus utilizes a bi-weekly pay schedule, with a total of twenty-six (26) pay periods each calendar year. All employees shall be paid on the same schedule, every other Friday as set by the City.

Section 4-05: Method of Payment

Effective Date: 08/07/17

When payday falls on a holiday, employees are paid on the last working day preceding the weekend or holiday. All paychecks shall be distributed/deposited on the scheduled payday. The City will not provide any paycheck advances under any circumstances. The City shall also encourage its employees to utilize direct deposit when possible.

Section 4-06: Emergency Duty Pay

Effective Date: 08/07/17

The City will define several events as emergencies, including but not limited to, weather conditions, personnel shortages, and the like. These emergency situations may be of short-or long-term duration. In such emergency situations, the City of Venus reserves the right to require any and all employees to be available for work assignments to maintain the essential functions of the City.

Employees called back to work in emergencies shall be compensated in accordance with established overtime and recall policies.

Section 4-07: Overtime and Compensatory Time

Effective Date: 08/07/17

Overtime, when ordered for the maintenance of essential City functions as determined by the City Administrator/Manager, shall be allocated as uniformly as possible among all eligible employees. Eligible employees, those qualified to do the work, will be paid in accordance with the Fair Labor Standards Act (FLSA) 29 C.F.R. § 785.47. Department Heads are responsible for exercising adequate supervision to ensure that employees are complying with established work schedules. All overtime and comp-time hours must be approved in advance by a supervisor or City Administrator/Manager. Failure to obtain permission in advance may result in disciplinary action.

(Police employees required to work beyond their normally scheduled hours related to official police duties are exempt from this advanced approval requirement.)

ELIGIBILITY

Overtime or compensatory time will be paid to full-time (40 hours/week), non-exempt employees for hours worked in excess of the regular scheduled forty (40) hour work week or work cycle. Non-Exempt police officers will receive overtime or compensatory time for hours worked in excess of the regular scheduled eighty (80) hour work period. The use of compensatory time is permitted in order to offset overtime hours worked, as stipulated by the Fair Labor Standards Act.

Non-exempt Employees

Non-exempt personnel may, with authorization from the Department Head or City

Administrator/Manager, accrue compensatory time in lieu of overtime pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) times the hours worked; one hour overtime work (hours in excess of the normal work schedule) will accrue one and one-half (1-1/2) hours of compensatory time.

Non-exempt personnel may, with authorization from the Department Head or City

Administrator/Manager, accrue compensatory time in lieu of overtime pay. Compensatory time is accrued at the rate of one and one-half (1-1/2) times the hours worked; one hour overtime work (hours in excess of the normal work schedule) will accrue one and one-half (1- 1/2) hours of compensatory time.

Maximum accrual of compensatory time permitted is eighty (80) hours.

Employees may take compensatory time off within a reasonable period following their requests. Compensatory time off must not unduly disrupt departmental operations and must have been granted prior supervisory approval.

All overtime (authorized or unauthorized) worked by nonexempt employees must be compensated according to the Fair Labor Standards Act. Employees working outside the regular work schedule without prior supervisor authorization may be subject to disciplinary action.

Department heads/division managers are responsible for current, accurate compensatory time records for their employees. Employees disagreeing with these records may file disagreements in accordance with the employee grievance procedure.

Non-exempt employees shall be paid for accumulated, unused compensatory time upon termination, regardless of the reason for termination. Compensatory time shall be paid at the employee's rate of pay at termination.

Exempt Employees

Exempt employees shall use vacation and sick leave for absences in excess of a full workday and record as such on a leave request form and in the electronic time clock system.

Due to the obligations for exempt employees to attend after hour meetings and work on projects outside of regular work hours, an exempt employee's immediate supervisor has the discretion to approve an exempt employee to use exempt time off for up to one work day in a workweek without deducting any vacation leave.

Use of any "exempt time" off will be documented in the electronic time clock system.

Use of any "exempt time" must be done with prior approval of the employee's immediate

supervisor.

Section 4-08: Meal/Break Periods

Effective Date: 08/07/17

- A. 30-minute to 1-hour allowance for a meal break is customarily granted to regular full-time employees. This meal period is not considered hours worked if employees are completely relieved of their work duties. Being required to carry a work telephone is not considered work time.
- B. Two paid 15-minute breaks are allowed during the course of an eight (8) hour shift.

Section 4-09: On-Call Duty

Effective Date: 08/07/17

- A. Eligibility – Employees designated by their supervisors to serve on-call for a specific period of time.
- B. Minimum call-back time
 - 1. Whenever non-exempt employees are physically called back to work after their shift has ended, they will be paid for two (2) hours, or actual time worked whichever is greater. Actual time worked will be compensated fifteen (15) minutes home to work; and fifteen (15) minutes work to home.
 - 2. Non-exempt employees will only be paid overtime or receive compensatory time for hours worked in excess of forty (40) hours per work week, or eighty (80) hours per pay period for sworn police personnel
 - 3. Non-exempt employees who do not have a City vehicle or car allowance will be eligible for mileage reimbursement when they respond in their personal vehicle.
- C. Work performed Outside of Designated Work Hours
 - 1. Non-exempt employees who respond to telephone calls, emails, and/or text messages outside of scheduled work hours (regardless of whether or not the employee is “on-call” as defined above) are required to track such responses on a Call Log.
 - 2. Submission of the Call Log to the employee’s supervisor is required to be compensated for such time. If the employee does not turn in a form at the end of the pay period, it is assumed that the employee did not perform any work outside of designated work hours.
 - 3. The total combined time of such responses at the end of the seven-day work period will be rounded up to the next 15-minute increment (15 or less rounds up to 15 minutes, 16-30 minutes rounds up to 30 minutes, etc...)

Section 4-10: Flex Time

Effective Date: 08/07/17

Purpose: To establish the procedures and regulations for implementing flextime within a department.

- A. Department Heads may allow an hourly non-exempt employee to “flex time” on a temporary basis, such as for a day or periodically due to absence, training or toher reasonable need that occurred in that same work week, in order to reduce overtime and/or to save leave time so long as:

1. Time flexed off is done in the same 40-hour work week or 80-hour work period in which the need to flex time arose (i.e. when the employee was sick, had training, etc..)
2. Flex time may not be “accrued” to be used at another time prior to or following the work week in which the need occurred.
3. The ability to flex time is not guaranteed. Departments may revoke the privilege of flexing time if an individual evidences a pattern of misuse of leave or results in disruption to the work schedule, shift, etc...

Section 4-11: Longevity Pay

Effective Date: 08/07/17

A. All regular full-time employees of the City, including the City Administrator, City Secretary and Police Chief shall receive longevity pay as based on tenure with the City as outlined below.

Longevity Pay Schedule		
Tenure	Base Pay	Per Month Employed
Less than 1 year	\$50	0
1-5 years	\$100	\$2
6-10	\$100	\$3
11+	\$150	\$4

- B. Longevity Pay will be paid on the first paycheck in December.
- C. Longevity Pay shall not be included in the employee’s regular rate of pay for computing the overtime pay rate.

Section 4-12: Advance Pay

Effective Date: 08/07/17

No full or partial advance payment of wages shall be made to any employee.

Section 4-13: Separation Pay

Effective Date: 08/07/17

Employees who leave the service of the City, regardless of reason for separation, shall receive all pay that is due to them in accordance with Chapter 9.

- A. The final compensation check for a self-terminating employee will be issued no later than the next regularly scheduled payday. The final compensation check for an employee who has been involuntarily terminated will be issued no later than the sixth (6th) regular working day following termination;
1. Eligible employees will be paid for any hours worked, including any overtime compensation due to him or her;
 2. No vacation leave will be paid to any employee who:
 - a. does not give the two weeks in advance written notice and/or,
 - b. who separates employment under sections 8.02 or 8.08 and/or,

c. who resigns while under any investigation (whether Criminal or Administrative) and/or,

d. who has served less than 12 continuous months of service.

3. Unused/Accrued sick time is not paid upon separation of employment;

B. Any indebtedness to the City which the employee might have incurred shall be deducted from their final paycheck and all City equipment and property must be returned before the final compensation check is released;

C. Separation pay may also be delayed due to any pending investigation of an employee.

D. If any employee dies while employed by the City, the City shall pay their designated beneficiary any unpaid pay, unused vacation time and accumulated benefits.

Section 4-14: Severance Pay

Effective Date: 08/07/17

Department Heads may qualify for severance pay. The exact amount may be negotiated between the employee and the City Council..

Chapter 5

ABSENCES AND LEAVE

Section 5-01: Holidays

Effective Date: 08/07/17

- A. Ten (10) paid holidays are extended to all full time employees upon hire,
The following paid holidays are declared official holidays for City Employees:
- New Year's Day
 - Presidents Day
 - Good Friday
 - Memorial Day (last Monday in May)
 - Independence Day (July 4th)
 - Labor Day (first Monday in September)
 - Two days at Thanksgiving (fourth Thursday in November)
 - Christmas Eve
 - Christmas
- B. The City Council may declare special holidays in addition to theses. If this occurs, they will be taken according to established procedures. Only full-time regularly employees are entitled to receive the benefit of paid holidays.
- C. Exempt and non-exempt employees will receive eight (8) hours of holiday leave for each of the ten official City holidays.
1. Depending on the employees regular required work schedule, a combination of holiday leave, and other accrued time may be used.
 2. Holiday leave must be used in eight (8) hour increments
- D. It is the City's intent for employees to be off on City approved holidays. However, due to operational needs, employees may be required to work. Holiday leave off will be based on Department need and Department Head approval.
- E. Employees scheduled to work on holidays will be scheduled for another day off as requested and approved by the department.
1. In this case only, holidays may be banked for up to one year in a rolling calendar. Department Heads should coordinate with the City Secretary to track Holiday hours.
- F. Holidays in Conjunction with other leave types:
1. An employee shall not receive pay for a holiday if he is absent without authorization or uses Sick Leave on the holiday, or the working day immediately preceding or following a holiday(s). However, an employee, who schedules vacation in advance to be taken in conjunction with the holiday and with the approval of Department Head will be paid for the Holiday(s).

G. The following guidelines shall govern usage of Holiday Leave:

1. All regular full-time employees shall be entitled to all paid holidays.
2. Of the holiday falls on Saturday, the preceding Friday shall be observed, and if a holiday falls on Sunday, the following Monday shall be observed.

Section 5-02: Vacation

Effective Date: 08/07/17

A. Paid vacation leave is provided as a benefit of employment. Vacation leave may also be used for personal business, extension of Holiday, Sick Leave, or any purpose determined by the employee. Accrued vacation leave will be substituted for the unpaid leave. The Department Head and/or City Administrator/Manager must approve scheduled Vacation Leave.

Tenure	Monthly Accrued Hours	Annual Hours Accrued	Annual Hourly Cap
0-7 years	6.67	80 hours	160
8-11 years	10	120 hours	200
12+ years	13.34	160 hours	220

B. All regular full-time employees shall start accruing vacation leave time from hire date.

1. To accrue vacation leave time for the month, the employee must be hired on or before the 15th day of the month and be in active pay status for at least half the month.
2. Vacation leave time will be considered accrued on the 15th of each month for inactive status and separation calculations.

C. Vacation leave is available for use after 90 days (three months) of continuous employment.

D. Unused vacation hours may be carried over from the previous year. Total vacation hour caps are outlined in chart above.

E. Regular full-time employees are required to use forty (40) hours of vacation leave time per calendar year starting with their second year of employment. Employees not using the required amount of vacation leave by the end of the calendar year will forfeit the amount of time necessary to equal 40 hours.

F. Part-time employees are not eligible for vacation leave.

G. Employees shall submit vacation requests through the method established by their department.

1. Department Heads or their designee shall approve or deny vacation requests based upon minimal staffing requirements.

2. Management reserves the right to approve or deny unscheduled vacation time and has the discretion to require the employee's attendance at work.
- H. Vacation leave must be taken in increments of one (1) hours or more.
- I. Vacation leave shall not be advanced.
- J. Vacation leave shall not be transferred from one employee to another.
Employees that submit their request within less than 48 hours may be denied their request.
- K. Vacation leave may not be used repetitively to adjust one's permanent work schedule/shift.
- L. If a paid holiday falls within an employee's approved vacation period, the employee will not be charged a vacation day for the holiday.
- M. Employees shall not be allowed to take in excess of ten (10) consecutive vacation days without the prior written approval of the Department Head and City Manager/Administrator.
- N. If an employee becomes ill while using vacation leave, vacation leave may be converted to sick leave. The presentation of a licensed physicians' written statement will be required.
- O. Vacation leave may not be used by any employee who is unable to work and is receiving full workers' compensation benefits.
- P. Leave records shall be maintained by the City Secretary. It is the Department Head's responsibility to keep employee's records updated with the City Secretary's office.

Separation Pay is addressed in Chapter 9: Voluntary and Involuntary Separations.

Section 5-03: Sick Leave

Effective Date: 08/07/17

1. Sick Leave

All full-time employees are eligible to receive sick leave in accordance with the following guidelines:

- A. Sick leave may be used in the following circumstances: absence due to illness, injury, legal quarantine, or routine health care appointments which cannot be scheduled outside of the employee's working hours for the employee, the child, parent, or spouse of the employee which requires the employee's presence and precludes the employee's presence at the work location.
- B. Regular full-time employees will accrue 6.67 hours per month, upon employment with the City of Venus. Accrued sick leave is available for use after 30 days of continuous employment.
- C. Sick leave may be taken in 1 hour increments.

- D. All sick leave may be carried over each year with a maximum accrual cap of based on tenure, as follows:

Completed Years of Service	Maximum Accrual
0 - 10	480
11 – 20	560
21 or more	640

- E. There will be no compensation for unused sick leave time upon termination or retirement.
- F. Abuse or misuse of sick leave may result in disciplinary action up to and including termination.
- G. Sick leave may not be taken consecutively with holidays or vacation time to extend time off.
- H. Employees who are absent for three (3) or more consecutive days will be required to provide a doctor's note to their Department Head.
- I. Notice of employee absence due to a non- job-related injury or illness must be provided daily to his/her Department Head no later than one (1) hour prior to the beginning of the employee's work shift. Failure to do so may cause the employee's absence to be charged to leave without pay. Department Heads shall take emergency situations which might prevent compliance with the provisions of this paragraph, into consideration.
- J. Notice of employee absence due to a job-related injury must be made immediately to the Department Head, who will notify the City Manager/Administrator as soon as possible.
- K. All full-time, employees must notify their Department Head if they will be out for an extended period of time.
1. The City of Venus may request or obtain verification of the circumstances surrounding any extended leave request.
 2. A doctor's release may be required before an employee may return to work.
- L. Department Heads are authorized to undertake any investigations of sick leave claimed by an employee, which they may deem necessary, or to disapprove any claims not properly substantiated.
- M. An employee who has been absent because of illness or injury may be required

to submit to an examination by a City approved licensed physician or health care provider at the City's expense in order to return to work. In such cases, the employee may return to work upon approval of the City's examining physician or the health care provider. Authorization for disclosure of all reports to the City, including contacting and discussing health-related issues with the City's physician or health care provider, shall be a condition of continued employment with the City. The City also may require employees to return to a physician or health care provider for additional evaluation or information.

- N. An employee who is released by an examining physician to return to regular duty and refuses to report for work or perform his assigned duties is subject to disciplinary action, up to and including termination.
- O. Sick leave may not be taken by any employee who is unable to work and is receiving full workers' compensation benefits.
- P. An employee on disciplinary probation or suspension forfeits all claims to use sick leave for the duration of the disciplinary suspension.

Section 5-04: Bereavement Leave

Effective Date: 08/07/17

Bereavement leave with pay will be allowed to each full-time employee in cases of death of family members. Uses of this leave may include making funeral arrangements and attending funeral services, including travel time.

The following are considered family members for the purpose of this policy:

<u>Immediate Family</u>	<u>Extended Family</u>	<u>Other Family</u>
Husband	Brother	Uncle
Wife	Sister	Aunt
Son	Step Grandchild	Nephew
Daughter	Father-in-law	Niece
Step Child	Mother-in-law	Cousin
Mother	Brother-in-law	Grandfather-in-law
Father	Sister-in-law	Grandmother-in-law
	Son-in-law	Step-grandparent
	Daughter-in-law	
	Grandparent	
	Grandchild	
	Step-parent	

- A. For each instance of death in the family all full-time employees may be granted leave by their department head, not to exceed five (5) paid work days for "immediate family"; three (3) paid work days for "extended family"; or one (1) day for "other family". The five-day and three-day length is at the option of the department head; it is not automatic. It is assumed that one day is needed to attend funeral services; however, more days may be necessary if funeral planning or travel is involved.

- B. Employees may request compensatory time or vacation time to attend the funeral of individuals not covered in this policy.
- C. Employees on an unpaid leave status or disciplinary suspension will not receive bereavement leave pay.
- D. Bereavement leave benefits will not be paid for the same time an employee receives holiday pay, sick leave pay, vacation time pay, or any other paid leave benefit.
- E. Employees may be required to provide proof of death/funeral/family relationship to support bereavement leave.
- F. Bereavement leave is paid at the employee's base rate at the time of the absence. It is not counted as hours worked for the purposes of calculating overtime.
- G. Employees who wish to take bereavement leave must submit the request to their department head/supervisor immediately.
- H. No more than five (5) working days may be used for bereavement leave within a calendar year. If an employee's bereavement leave has been exhausted, he/she may use accrued sick leave, vacation leave or leave without pay.
- I. Department Head/Supervisor may deny bereavement leave requests if it appears this privilege is being abused or misused by the employee.

Section 5-05: Administrative Leave with Pay

Effective Date: 08/07/17

1. **Elections**: Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted leave without loss of pay or benefits to exercise this right if the polls are not open for voting for two consecutive hours outside of the voter's work hours. Evidence of voter registration and voting may be required by the supervisor.
2. **Jury/Court Duty**: Employees who are required by due process of law to render jury service or court service will be expected to perform these duties and will be paid in full for days in which they are in court. Court service does not apply to personal court dates.
3. **Official Business**: The City Administrator/Manager may grant an employee administrative leave with pay for purposes of coordinating with governmental and private agencies and entities in the interest of the City.
4. **Hazardous Weather Conditions**: Employees are expected to arrive at work each day prior to commencement of the workday, regardless of weather conditions. An employee who fails to report to work for scheduled work hours during hazardous weather conditions, such as icy roads, must use accrued leave or unpaid time off for the time missed.
5. If the Mayor and/or the City Administrator/Manager declares the administrative offices officially closed due to bad weather, administrative and clerical employees will be excused for that time without penalty or loss of pay. Overtime pay in a work week with

a hazardous weather closure will be determined by the City Administrator/Manager, Human Resources, and Department Head and on a case by case basis. Each Department Head will designate emergency service personnel who are required to be on the job regardless of weather conditions. In the event the Mayor and/or City Administrator/Manager declares the administrative offices closed, area radio and television stations will be advised of the closing. Non-emergency personnel will either be notified by their immediate supervisor whether or not to report to work or if there is a delayed opening. Unless a supervisor notifies the employee to stay at home employees are expected to report for work as normal.
(Emergency service personnel will receive compensatory time to be used at a later date when non-emergency personnel are excused for bad weather.)

Section 5-06: Military Leave

Effective Date: 08/07/17

It is the position of the City of Venus to be compliant with all Federal and State laws regarding the use of military leave.

1. Eligibility and Procedures:

All full and part time regular employees who are actively participating in the United States Reserves or National/State Guard are eligible to use military leave in accordance with the following:

- A. There is no accrual of military leave. Up to fifteen (15) paid days, per calendar year, of military leave is available for use as required by Law.
- B. Unused military leave time will not be paid out at the time of separation.
- C. An employee wishing to use military leave will submit a written request for leave and a copy of written orders to their supervisor as soon as possible after notification of or volunteering for duty.
 - i. While the City requires written notice of military leave request it does recognize that an occasion may arise where advance notice is not possible. When this occurs, upon return to work, the employee will be required to submit either a copy of official orders or another form of official documentation for the time period away from work.
 - ii. The supervisor may seek verification of any military leave used.
- D. Once a request for leave has been received the supervisor will complete a status change/payroll form indicating the length of the leave. The supervisor will also forward a copy of the request and the military orders to the employee's official file and notify the City Administrator/Manager of the leave.
- E. The City has no obligation to pay an employee on military leave for training days that

occur on a regular day off or outside of work time.

- F. All employees using military leave should make arrangements for the disbursement of any pay received from the City during their absence. This is the responsibility of the employee and no funds will be released without the proper authorization.

2. Military Leave – 15 Days or Less

Employees will receive pay at their normal base rate for up to fifteen (15) work days in a calendar year.

3. Extended Military Leave – 16 Days or More

- A. All leave days beyond the fifteen (15) may be paid, at the employee's discretion, using Holiday, Compensatory, or Vacation time.
- B. Accrued sick leave may not be substituted.
- C. The employee may also choose to take the remaining duty days as unpaid.
- D. All leave accruals based on job performance cease.

4. Misuse/Misrepresentation

Misuse or misrepresentation of the use of military leave is a serious offense and will be handled through the disciplinary process. This includes not returning to work on the next regularly scheduled work day/shift after completion of any military leave.

Filing of false military documents or orders for the purpose of receiving military leave is also a serious military offense and is covered under the Uniform Code of Military Justice (UCMJ). The City takes the position that if any such documents are discovered the offense will be reported to the appropriate unit or command authority and internal investigations completed.

5. Uniformed Services Employment And Reemployment Rights Act

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who perform duty, voluntarily or involuntarily, in the "uniformed services." USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services.

Those that served have the right to be reemployed if they left to perform service in the uniformed service and meet these requirements:

- A. The employee must have been absent from a civilian job on account of service in the uniformed services;
- B. The employee must have given advance notice to the employer that he or she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;

- C. The cumulative period of military service with the City of Venus must not have exceeded five years;
- D. The employee must not have been released from service under dishonorable or other punitive conditions; and
- E. The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.

If eligible to be reemployed, the employee must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

6. Health Insurance Protection

If a City employee leaves their job to perform military service, they have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to twenty-four (24) months at their own expense while in the military. Even if they do not elect to continue coverage during their military service, they have the right to be reinstated in the City's health plan if and when reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.

7. Enforcement

The U.S. Department of Labor, Veterans Employment, and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA- DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

Section 5-07: Family Medical Leave

Effective Date: 08/07/17

As a public agency, the City of Venus shall comply with the Family Medical Leave Act of 1993 (the "Act"), as amended, as required by law. All "eligible employees," as that term is defined by the Act, shall be treated in accordance with the Act. All other employees shall follow the policies below. Employees should consult their Supervisor/Department head or the Human Resources Manager to discuss all options.

Section 5-08: Authorized Leave without Pay

Effective Date: 08/07/17

A leave of absence may be granted at the discretion of the City Administrator/Manager. Such factors, including but not limited to, length of time away from the job, reason for, and urgency of the request, and length of service with the City, will be taken into consideration by the City Administrator/Manager.

1. Eligibility

Leave without pay is granted as a matter of administrative discretion. No employee may demand leave without pay as a matter of right, but it may be granted to any full-time employee.

An employee may be granted leave without pay, when all other forms of leave such as vacation, compensatory time off, holiday, and sick leave have been exhausted. If the leave is not medical in nature, then accrued sick leave is not an available option.

Leave without pay may be considered for the following reasons:

- A. To participate in training that would result in increased job ability.
- B. To achieve an educational level necessary for advancement in the City.
- C. To perform a service that will contribute to the public welfare.
- D. To recover from an illness or disability, not believed to be of a permanent or disqualifying nature, for which sick leave and wage supplementation benefits have been exhausted or are not available.
- E. When return to work would threaten the health of others.
- F. To provide necessary care for a family member who is ill or is incapacitated.
- G. For an excused absence during the initial employment period.
- H. For an excused, but non-compensable, absence of less than a day.
- I. To permit vacation.
- J. To perform duties in the military service as authorized under Section 05-06 and administrative directives established pursuant to that section.
- K. To take family leave.

In circumstances not falling within other provisions of these rules, the City Administrator/Manager may authorize an employee to take leave without pay under mutually agreeable terms and conditions. Employees taking leave without pay shall not lose or gain seniority. The position of any City employee who is on leave without pay may be filled.

A full-time employee may be granted a leave of absence without pay by the City Manager/Administrator for a period not to exceed six (6) months. While on leave of absence, an employee shall remain eligible for health insurance benefits; however, the total cost of such health insurance, dependent insurance coverage and supplemental benefits must be paid by the employee during such leave. All requests for leave of absence must be approved by the City

Manager/Administrator.

At the expiration of the leave of absence term, the employee may be allowed to return to his former job with the City or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

2. Allowable length of leave

The City Administrator/Manager may authorize leave without pay for a period not to exceed six (6) months. Note: leave without pay for Military Service is governed under Section 5-06.

3. Accrued leave

An employee granted leave without pay forfeits use and accrual of sick leave, vacation leave, holiday leave, bereavement leave, court leave, except to the extent that leave without pay is authorized under federal or state law.

4. Termination

An employee granted leave without pay must physically return to work to retrieve sick credit, but will be paid any vacation and/or comp-time leave balance due if employment terminates under the terms of the City Separation Pay Policy in Section 9.

Section 5-08: Absence without Leave

Effective Date: 08/07/17

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization or excuse shall be considered absent without leave, which constitutes abandonment of duties, and shall not be paid for the time involved.

Absence for twenty-four (24) hours without proper notification or without satisfactory reason shall be considered job abandonment and shall serve as notice of resignation by the employee.

The employee shall be ineligible for payment of accumulated leave.

Chapter 6

EMPLOYEE CONDUCT

Section 6-01: Attendance/Time-Clock and Time-Sheets

Effective Date: 08/07/17

All employees are expected to be regular in attendance and report to work as scheduled and work their scheduled hours and overtime, if necessary. Employees shall be at their place of work in accordance with City and departmental policies and regulations. In general, the City's business hours are from 8:30 a.m. to 5:30 p.m., Monday through Friday. Department heads shall establish work schedules and maintain daily employee attendance records. All non-exempt employees are expected to clock in and out to document their time worked. All non-exempt employees are expected to submit their signed time sheet to their supervisor for approval and submission to the City Secretary the Tuesday prior to payday. The Human Resources Department will maintain annual employee attendance records.

- A. The City of Venus utilizes an electronic time-clock system whereby each employee must punch-in and out utilizing a key fob, personalized key code, or fingerprint entered at the clock pad site. This system will be used by all city employees both exempt and non-exempt.

Section 6-02: Work Standards

Effective Date: 08/07/17

Department Heads shall establish work schedules and maintain daily employee attendance records. Supervisors are expected to approve employee's time sheets by the Tuesday prior to payday. The Human Resources Department will maintain annual employee attendance records. Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner and for treating coworkers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that unprofessional and abusive behavior will not be tolerated in the workplace. In addition to the provisions in these policies, employees are responsible for complying with any other federal and state laws or regulations or local ordinances governing their conduct.

The City maintains a Drug-Free workplace has a "no tolerance" policy, whereby employees who test positive as a result of drug or alcohol testing, or who refuse to submit to a drug or alcohol test, shall be terminated. Employees who are terminated as a result of testing positive for drugs or alcohol or refusing to submit to a drug or alcohol test shall not be considered for re-employment with the City.

For the purposes of this section, the term "drug" includes alcohol, prescription drugs when not taken as directed by the employee's doctor, illegal inhalants, and illegal drugs.

Employee Drug Testing: All employees of the City of Venus are subject to drug and/or alcohol testing.

1. Pre-employment drug and alcohol testing shall be conducted before applicants are hired.
2. Post-motor vehicle accident alcohol and drug tests may be conducted on all

employees as soon as practical following an accident.

3. Alcohol and drug testing shall also be conducted when the City Administrator/Manager or his designee believes reasonable suspicion exists based upon observed behavior, speech, appearance, or body odors, as reported, or personally observed by a supervisor or Department Head that may be characteristic of misuse of drugs or alcohol. Drug and alcohol testing shall occur as soon as practical following the discovery of the problem.

Grounds for immediate dismissal of an employee may include, but are not limited to:

1. Use of intoxicants while on duty, or reporting for duty while under the influence of intoxicants;
2. Abuse of a controlled substance while on duty, or reporting for duty while under the influence of a controlled substance;
3. Unauthorized possession of firearms, explosives, or any prohibited weapons at any time, on any City property and in City vehicles (excluding firearms securely stored in employees' personal vehicles parked on a City parking lot), while on City property in the capacity of an employee, such as preparing for or performing job duties on behalf of the City;
4. Conviction of a felony (a plea of Nolo Contendere will be considered a conviction for the purpose of this section); or crimes involving moral turpitude which would include, but not be limited to, such misdemeanors as public intoxication and disorderly conduct;
5. Absence without leave for three consecutive working days or more, with or without notice by the employee, or absence for any reason, medical or otherwise, for twelve (12) weeks or more as long as such circumstances comply with applicable laws;
6. Insubordination or refusal to obey a just order, including, but not limited to, neglect of duty, refusal, or failure to obey orders or instructions in the line of duty, public disrespect displayed toward a supervisor or the City while performing work for the City and abusive language to any supervisor;
7. Fighting, threat of violence or any unnecessary abruption in the workplace;
8. Willful or reckless misuse, destruction, theft, or conversion of City property, whether on or off duty, including, but not limited to, destruction, misappropriation, or removal of City property (including files and work documents) or the property of employees, clients, or customers;
9. Falsification of official documents or records;
10. Repeated or habitual absenteeism or tardiness;
11. Substandard performance, inability, or unwillingness to perform the duties of the position;

12. Misconduct or mismanagement of a position of employment by action or inaction, neglect that jeopardizes the life or property of another, intentional wrongdoing, intentional violation of a law or violation of a policy or rule adopted to ensure the orderly work and safety of employees;
13. Engaging in activities other than assigned work during working hours and/or while operating city equipment, without advance approval by the employee's supervisor;
14. Use of City property or time for personal financial gain;
15. Failure to report occupational injuries or accidents promptly to the employee's supervisor, including motor vehicle accidents in a City vehicle;
16. Violation of the ordinances of the City of Venus or of these rules;
17. Non-compliance with any written or established departmental policy; or
18. Any reason or no reason as deemed appropriate by the City Administrator/Manager.

The City of Venus will make every effort to establish a positive working climate in which employees may function. Management must maintain efficiency within its operations and must determine the methods by which functional areas accomplish their objectives. Management also must schedule work events and employees to accomplish its mission.

It shall be the duty of each employee to maintain high standards of cooperation, proficiency, and economy in their work for the City. Employees are expected to conduct their personal business in such a manner as to cause little interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal, financial, medical, or other reasons. If work habits, attitude, production, and or personal conduct of an employee become a problem, supervisors should take appropriate action at that time.

Paid time off may be provided to conduct personnel-related business such as Workers' Compensation claims, promotion and transfer applications, discrimination complaints, grievances, and insurance claims. This may be accomplished during working hours, with knowledge and approval of the employee's supervisor.

Section 6-03: Political Activities

Effective Date: 08/07/17

Employees may not use their position as a City of Venus employee to actively campaign for or against political issues or candidates.

If any employee of the City shall become a candidate for nomination or election to any elective public office for the City of Venus, then that employee shall immediately forfeit his or her place or position with the City.

Under no circumstances will any City employee be allowed to campaign for any candidate, even themselves, during normal work hours or at any City of Venus place of work, whether they are off duty at the time. Nor will any employee be allowed to represent themselves, using their City employment, title, uniform, or authority as supporting any candidate for political office. Violation of this provision will be sufficient grounds for disciplinary action up to and including termination.

Section 6-04: Solicitation

Effective Date: 08/07/17

Employees may not solicit other employees or citizens while working. "Working" is all times when an employee is engaged in work tasks, but does not include an employee's own time such as lunch breaks, scheduled breaks, and before/after work. In addition, solicitation for goods or services at counters or any location where customers are present is prohibited.

In some instances, the City may consider the collection of money for particular causes or collecting money for gifts for special events as appropriate. Such approval must be granted by the Department Head or the City Administrator/Manager. No employee shall be required to make any contribution or shall be penalized or rewarded in any way in connection with their employment according to their response to the solicitation.

The City of Venus does not allow employees to distribute advertising materials, handbills, printed or written literature of any kind in work locations. The City of Venus does not allow employees to engage in personal commerce of any kind while on the job or during working hours. The City does not promote, encourage, or endorse private business relationships or arrangements between City of Venus employees. City bulletin boards are provided for promoting items of public interest to the citizens of Venus. City management reserves the right to remove any literature deemed to be inappropriate at any time.

Section 6-05: Outside Employment

Effective Date: 08/07/17

All City employees are prohibited from engaging in other employment, which would interfere with the performance of their City duties and are prohibited from engaging in other employment, which would represent a conflict of interest

Section 6-06: Physical Fitness

Effective Date: 08/07/17

Each employee is responsible for maintaining the standards of physical and mental health required to perform the essential functions of their position, with or without reasonable accommodation. An employee may be required to take a physical exam at any time to confirm that they meet the physical qualifications determined to be essential functions of their job. The employee's Department Head will review each situation on a case-by-case basis.

Department Heads may require periodic special examinations to qualify for continued employment in the specific job classification.

A City designated physician will perform the physical examination. The City will pay for the examination. Correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may be covered by insurance benefits provided through

the City's employee health coverage.

The City reserves the right to require drug testing under specific circumstances in light of its public service/public safety mission.

The City may also require a physical examination by its physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury.

The City encourages employees to maintain a healthy lifestyle. The City provides assistance to employees and eligible family members by offering health and wellness benefits. This assistance will be provided and expanded as budget constraints allow.

Section 6-07: Dress Code/Appearance

Effective Date: 08/07/17

General Guidelines: Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in a professional manner while on City premises and/or while conducting City business. Reporting to work in a clean and professional manner helps the City to present a positive and professional public image. Employees are expected to dress appropriately for their job and the nature of the work performed. All employees, at a minimum, must adhere to the following guidelines (excluding public works, police, and fire):

Men:

- Slacks or dress type trousers, long or short sleeve shirts with collars or dress shirts with appropriate shoes or boots.

Women:

- Dresses, skirts, or slacks and blouses, and appropriate footwear. Generally:

- No hats, shorts, jeans with holes, and no t-shirts.
- For administrative personnel, Friday shall be a standing casual day, allowing employees the freedom to wear blue jeans and collared shirts that are appropriate for a professional business setting.
- Appropriate t-shirts demonstrating support for a city, school, or community event may be worn on Friday with approval of the City Administrator/Manager.
- The City Administrator/Manager may declare a casual day at any time.

Employees who work at City Hall, as well as other City employees who routinely have citizen and other third party contact, must also abide by the following:

1. No visible tattoos. Employees who have tattoos must keep them covered with a shirt, pants, skirt, socks, hosiery, or other clothing. (This provision may be waived by the City Manager/Administrator).
2. No facial or mouth jewelry shall be worn. Women are permitted to wear a single or double earring in each earlobe provided the earring is not otherwise unprofessional in appearance. Men may not wear earrings.
3. Mustaches must be kept clean and neatly trimmed and/or within department

guidelines.

4. Hairstyles and hair colors must be appropriate to the employee's position.

In all cases, the City will make the determination as to what is acceptable dress and grooming. Normally, the Department Head will determine appropriateness; however, the City Administrator/Manager has final determination. If there are any questions about the dress code, employees should ask their supervisor or Department Head.

Anyone who is not appropriately groomed or who dresses in violation of the policy will be sent home. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming and/or personal appearance violates this policy may be disciplined, up to and including termination of employment.

Section 6-08: Use of Music and Portable Devices

Effective Date: 08/07/17

The City permits employees portable music devices at work. However, it expects employees to adhere to the following guidelines to ensure their proper and safe use.

Employees may listen to music in their work area or office as long as the volume level is kept low so that it does not block out voices or disturb co-workers. Use of headphones is prohibited unless utilizing the portable music device for training or in the course of City business.

Music that is found to be racial, offensive, distracting, or inappropriate to the work environment is prohibited. If a supervisor determines that an employee is distracted due to music in the office or work environment, the supervisor is given authority to prohibit this privilege for such employee.

Employees who abuse this privilege will be prohibited from listening to portable music devices during working hours. Use will be restricted to breaks and lunch hours.

Employees are prohibited from walking around the office, attending internal meetings, or meeting with clients while listening to a portable music device or wearing headphones in their ears.

When discussing work-related matters with a manager, supervisor, or any other employee of the City, no matter how brief the exchange is, employees must make every effort to insure that the volume level is not distracting and at a professional level.

Use of the City's computers to download music is strictly prohibited.

Unauthorized employees are strictly prohibited from downloading onto their phone or other portable device any confidential or proprietary information from City computers.

Section 6-09: Financial Obligations

Effective Date: 08/07/17

Failure to pay just debts, including taxes, may constitute grounds for disciplinary action if job

performance is impeded.

Section 6-10: Conflict of Interest/Gifts

Effective Date: 08/07/17

Employees should be careful not to become involved in any conflict of interest involving their position and any non-City of Venus activities. Conflicts of interest are often difficult to determine. If an employee believes an outside job, business association or any other activity might create a conflict of interest the employee should discuss the issue with their supervisor/manager and/or the City Administrator/Manager prior to undertaking the activity.

No City of Venus employee shall accept or solicit any gift, favor, service, or thing of value that might reasonably tend to influence that individual in the performance of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct. However, this prohibition does not apply to the acceptance of a non-monetary gift with a value of no more than fifty dollars (\$50.00), products or items to be used in an officially recognized activity of the City of Venus or department sponsored services. Also, personal gifts, including but not limited to, gifts given by co-workers in recognition of special milestones in an employee's life are not improper. Employees are not to accept gifts from persons, entities, organization, or corporations doing business with the City.

Section 6-11: Professional Decorum

Effective Date: 08/07/17

The attitude and demeanor of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City administration and its programs and policies. Employees should be mindful that perception can supersede reality and they should avoid anything that gives the appearance of improper conduct.

The actions of one employee impact the credibility of all other employees either in a positive or negative manner. Employees should always strive to conduct themselves in a positive manner. If an employee is uncomfortable with any decision or contemplated action, he/she should seek guidance regarding the propriety of the action. Similarly, if employees become aware of known or suspected wrongdoing on the part of another employee they should report that action or activity to their supervisor/manager, the Human Resources Department, or the City Administrator/Manager immediately.

Section 6-12: Harassment Prevention

Effective Date: 08/07/17

The City of Venus is committed to promoting an environment that is free of harassment and requires all employees to complete a designated training course on harassment. The City recognizes that harassment based on sex, sexual orientation, race, color, religion, national origin, age, and disability, is a violation of federal and state laws. The City maintains a strict policy that any harassment, whether sexual, racial, ethnic, or religious in nature, is not acceptable and will not be tolerated; and the City assures all employees who make complaints of harassment or provide information related to such complaints that their allegations will remain confidential to the extent possible, and they will be protected against retaliation. Harassment is abusive, obscene, or threatening conduct or communication that is intended to harass, annoy, alarm, torment, embarrass, or injure another.

Employees who engage in such conduct while on duty or on City premises will be subject to immediate discipline. While on duty or on City premises, employees shall not use obscene or abusive language or offensive gestures in their communication with coworkers or members of the public; employees shall not by oral, written, electronic, or other means of communication threaten or intimidate coworkers or members of the public; employees shall not physically endanger, intimidate, or injure coworkers or members of the public.

Employees are prohibited from engaging in behavior that is considered offensive by another individual or has an intimidating effect upon another individual.

Each supervisor is responsible for maintaining their workplace free of sexual, racial, ethnic and religious harassment or harassment directed towards one's disability or age status. This duty includes discussing and enforcing this policy and procedure with all employees.

1. Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a harassing nature. Such conduct violates Title VII of the Civil Rights Act of 1964 when:

- A. submission to such conduct is made a term or condition of an individual's employment;
- B. submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual (i.e., denial of a pay increase, promotion, transfer, leave of absence, imposing disciplinary action, promising to withhold disciplinary action, etc.); or
- C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

2. Complaints

All complaints of discrimination or harassment will be promptly and thoroughly investigated, and violations of the policy will be treated as serious disciplinary infractions. All complaints of sexual harassment will be confidential and only those persons necessary for the investigation and resolution of the complaint will be given information concerning it.

- A. The claim should be presented to the City Administrator/Manager. The claim will be promptly reviewed, investigated and the complaining party will be advised of the disposition.
- B. If the complaining party is not satisfied with the disposition of the claim, an immediate appeal may be made by submitting a written complaint to the Mayor.
- C. A substantiated report of sexual harassment may result in disciplinary action up to and including immediate dismissal.
- D. No employee will be subject to any retaliation or reprisal for the report of sexual

harassment made in good faith.

- E. Any employee who knowingly or maliciously makes a false sexual harassment complaint or report will be subject to appropriate disciplinary action.

Section 6-13: Indictments Against Employee

Effective Date: 08/07/17

An employee may be suspended, with or without pay, if accused or indicted for a crime and an internal investigation shall be conducted to determine if the circumstances warrant formal discipline including termination. If the indictment is dismissed or if the employee is acquitted, the suspended employee may be reinstated to their former position, or a similar one if not available, without loss of any benefits and such suspension shall not be considered as a disciplinary action.

Section 6-14: Violence In the Workplace

Effective Date: 08/07/17

The City of Venus has a strong commitment to its employees to provide a safe, healthy, and secure work environment. The City also expects its employees to maintain a high level of productivity and efficiency. The presence of unauthorized weapons and the occurrence of violent, hostile, abusive, or intimidating behavior in the workplace during working hours are inconsistent with these objectives. The City expects all employees to report to their work site without possessing weapons as more specifically described below. And to perform their job without engaging in any of the behaviors described herein toward any other individual. The City of Venus will not tolerate any conduct or behavior, whether intentional or not, that is determined to be threatening, intimidating or coercive.

Any person, who engages in a violent or threatening manner, will be removed from the City's premises as quickly as safety permits. Any employee who engages in violent or threatening conduct or behavior may be subject to disciplinary action up to and including termination, criminal penalties, or both.

At the City's sole discretion, employees and or the public may be barred from City premises pending the outcome of an investigation.

This policy and attached procedures shall apply to all employees, officials, and representatives of the City of Venus. Employees who are victims of, or witnesses to, behaviors described herein should immediately report such conduct to their supervisors or the Department Head.

If an employee is injured while participating in aggressive behavior or after instigating such behavior, then entitlement to workers' compensation benefits may be denied. No part of this policy or any procedure therein, is intended to affect the City's right to manage or control its work force, or be construed as a guarantee or contract of employment or continued employment.

HANDGUNS AND LONG GUNS

1. Concealed Handguns

The City prohibits all employees who enter any City premises from carrying a concealed

handgun, except for employees who are licensed peace officers *and* are authorized to do so by the Chief of Police. This policy applies to all of the City's regular employees, as well as contract and temporary employees. "City premises" covered by this policy includes, without limitation, all City owned or leased buildings. Employees who perform work in the field (not in a City building) may not possess any handgun during working hours, except as specifically authorized to do so by the Chief of Police.

2. Openly-Carried Handguns and Long Guns

Employees may not enter City premises in the possession of any openly-carried gun. No employee(s) may openly carry a handgun or long gun while performing any task in relation to their employment, regardless of the location of the work. Law enforcement officials are expressly permitted to enter City premises in the possession of an openly-carried gun.

3. Storage of Guns in Employees' Vehicles

Employees may keep handguns and long guns stored in their vehicles parked on City property during work hours, so long as they are securely locked in the employee's vehicle and not accessible through glass break entry.

OTHER WEAPONS

All City employees are prohibited from carrying other forms of weapons while in the course and scope of performing their job for the City, regardless of whether they are on or off City property. "Prohibited Weapons" include any item used to injure others or for fighting, and include explosives and any other items restricted under local, state, or federal regulation. Legal, chemical dispensing devices, such as pepper spray, which are sold for personal protection, are not prohibited by this policy. The Chief of Police may grant specific exceptions to Police Officers to this prohibition on carrying other forms of weapons.

SEARCHES

The City reserves the right to conduct searches of any employee's vehicle or items that are carried onto City property in order to enforce this policy. Items that may be searched include, but are not limited to, desks, briefcases, baggage, toolboxes, vehicles parked on City property, and any other item in which a weapon may be hidden. Searches may be conducted by City management. To the extent the search is requested by City management and the employee is present, the employee may refuse the search; however, such refusal can result in discharge from employment for refusal to cooperate.

Chapter 7

EMPLOYEE COMMUNICATIONS POLICY

Section 7-01: Open Communication/Open Door

Effective Date: 08/07/17

It is the City of Venus's goal to maintain approachable, open-minded, two-way communication at all levels between all City employees and to improve the quality and efficiency of City services. All employees are encouraged to participate in a free and uninhibited exchange of questions, suggestions and information which may improve municipal service, safety, employee performance and morale, efficiency, cost effectiveness, effective maintenance or public relations: anything that will enable us to do a better job.

Employees are strongly urged to first discuss the issue of concern with their immediate supervisor; however, when circumstances merit disregard of the normal chain of command, employees may contact anyone in the City management structure, including the City Administrator/Manager or Human Resources Director, to answer their questions or concerns.

Section 7-02: Privacy Expectations

Effective Date: 08/07/17

All employees are responsible for maintaining a level of confidentiality that will preserve an environment that supports sincerity, honesty, and ethical behavior. City employees shall not use their position to secure official information about any person or entity for any purpose other than the performance of official responsibilities. Additionally, a City employee shall not intentionally or knowingly disclose any confidential government information gained by reason of the employee's position.

This rule does not prohibit:

1. the confidential reporting of illegal or unethical conduct to authorities designated by law; or
2. any disclosure, not otherwise prohibited by law, in furtherance of public safety.

Confidential Government Information includes:

1. all information held by the City that is not available to the public under the Texas Open Records Act;
2. any information from a meeting closed to the public pursuant to the Texas Open Meetings Act; and
3. any information protected by client-attorney privilege, attorney work product, or other applicable legal privilege.

As City employees supported by public funds, employees should not expect privacy in their work, workstations, and/or anything that belongs to the City used to produce that work. If an employee has questions about whether certain information is considered confidential, please contact your superior or the City Secretary.

All requests for information shall be forwarded to the City Secretary to ensure compliance with the Texas Public Information Act/Texas Open Records Act.

Section 7-03: Telephone Usage

Effective Date: 08/07/17

If requested, Department heads shall be responsible for producing logs of long distance telephone calls and for assuring that they are only made for necessary City business. Telephones should be answered promptly and courteously. Personal calls shall be limited so as to not to interfere with City business.

Use of personal cell phones during work hours is discouraged.

Section 7-04: Electronic Communications Policy

Effective Date: 08/07/17

The City of Venus provides computer networks, Internet access, email, telephones, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers, and other representatives of the City who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical, and legal manner.

1. Acceptable Us Of The City’s Electronic Communication Systems

- A. Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user’s job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.
- B. Users must understand that use of any City-provided, publicly accessible computer network such as the Internet and email is a privilege. Minimal personal use of the Internet or email and other electronic communications systems is allowed under this policy as long as such use is not excessive and does not impede job performance or the performance of City business. The City is not responsible for personal communications sent on its electronic communications systems.
- C. The City reserves the right to monitor employee internet usage at any time.

2. Prohibited Uses Of The City's Electronic Communications Systems Include

- A. Using profanity, obscenity, or other languages which may be offensive or harassing to other coworkers or third parties.
- B. Accessing, displaying, downloading, or distributing sexually explicit material.
- C. Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- D. Copying or downloading commercial software in violation of copyright law.
- E. Using the systems for financial gain or for any commercial activity unrelated to City business.
- F. Using the systems in such manner as to create a security breach of the City network.
- G. Looking or applying for work or business opportunities other than for internal City posting.
- H. Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences.
- I. Transmitting or sharing information regarding a coworker's health status without his/her permission.
- J. Expressing opinions or personal views that could be misconstrued as being those of the City.
- K. Expressing opinions or personal views regarding management of the City or other political views.
- L. Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- M. Playing games or gambling.

3. Responsibility

- A. All users that are issued access to City provided electronic communications systems and accounts, are responsible at all times for its proper use, regardless of the user's location. The City provides and maintains these systems are designed to assist in the conduct of City business. All transmissions created, sent, received, retrieved, or accessed are considered property of the City of Venus and public information. Every employee has the responsibility to maintain and enhance the City's public image with the proper use of these systems in a professional and productive manner.

- B. Employees may only use software approved or provided by the City of Venus. Additionally, the software must be installed in compliance with procedures as established by the City Administrator/Manager and the technology department head. To prevent computer viruses, there will be no unauthorized downloading of any software.
- C. The City reserves the right to change policies as it relates to computer use at any time and may be required by changing circumstances. It is therefore the responsibility of all employees to ensure full knowledge of the electronic communications systems use policies. Violations of the policy and its guidelines may result in the loss of use privileges and disciplinary action, up to, and including termination.

4. No Right Of Privacy/Monitoring

Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems.

Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of its electronic communications systems, the City will monitor their use.

The City Administrator/Manager or their designee, and the Director of Human Resources or their designee, reserves and intends to exercise the right to review, audit, intercept, access and disclose all transmissions created, received, sent, retrieved, or accessed on the City provided electronic communications systems to assure that the City's resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. These systems may be checked periodically for business reasons, without permission from the employee.

5. Filtering

The City may use software to filter Internet and instant message content for all employees.

6. Copyright Restrictions

Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author, or owner of the material. Prior written authorization from the Department Head is required before introducing any software into the City's computer system. Employees may not download entertainment software, games, or any other software unrelated to their work

7. Public Information

Employees shall assume that any data or electronic information is subject to release in accordance with the Public Information Act of the State of Texas.

Section 7-05: Public Information

Effective Date: 08/07/17

The City of Venus is subject to the mandates of the Texas Public Information Act, Texas

Government Code, Section 552.001. In general, these laws govern the management of, and accessibility to, information collected, assembled, or maintained for the City of Venus.

City employees may work with or handle documents and/or records (in the form of paper or electronic data) that need special care so that the City fulfills its obligations to the public. All questions about whether a document (including reports of any kind, photos, correspondence, emails, or any other data compilation) needs to be maintained, preserved, or given some other form of special care, the employee should immediately contact the City Secretary. In addition, all outside requests for documents should be immediately sent to the City Secretary. He or she will be able to assist you in compliance with the above-mentioned laws.

Section 7-06: Whistleblower Policy

Effective Date: 08/07/17

The City of Venus is committed to upholding the requirements of all state and federal laws including the applicable Whistleblower Act(s). The City will not suspend, terminate, or otherwise discriminate against an employee who appropriately reports a violation of law to an appropriate authority if the employee report is made in good faith.

Chapter 8

AT-WILL, DISCIPLINE, APPEALS AND GRIEVANCES

Section 8-01: Disciplinary Action

Effective Date: 08/07/17

The City of Venus is an “at-will” employer and may terminate employees at any time and for any reason, with or without cause, unless expressly prohibited by law. It is the intent of the City of Venus to provide employees with a progressive discipline process designed to help an employee correct performance problems and build a renewed commitment to the City in an equitable and consistent manner.

Temporary employees, seasonal employees, contract employees, and the City Administrator/Manager are exempt from the progressive discipline policy unless specifically stated otherwise. The purpose of this policy is to provide general performance and conduct expectations for employees and guidelines for supervisory and management personnel. This policy does not provide contractual or property rights to any City of Venus employee.

1. Administrative Procedures

These administrative procedures are established to provide appropriate guidelines in carrying out the policies of the City of Venus’s progressive disciplinary program. The administrative procedures are intended to address general application of the principles of disciplinary actions in typical situations. It is the responsibility of each supervisor to determine the nature, extent, facts, and circumstances in each disciplinary action case and to use judgment in the application of these policies and procedures.

2. Disciplinary Process

Occasionally, an employee does not meet performance expectations or behaves in a manner inconsistent with the City’s expectations. When this occurs, the City administration may follow this simple process to address the issue, but the City retains the right and discretion to bypass this process and go straight to termination, depending on the circumstances and severity of the infraction(s).

A. Documented Verbal Counseling

- i. A verbal counseling is considered informal discipline. The supervisor is encouraged to meet with the employee privately and in a timely manner to discuss any and all performance matters. Every effort should be made to determine the reasons for the employee’s performance. The supervisor shall advise the employee of the necessary changes to correct the performance and/or conduct problem(s) and seek the employee’s commitment to do so.
- ii. A written record of the verbal reminder will be made and a copy of the action forwarded to the employee. The verbal reminder will be noted in the employee’s personnel file for one (1) calendar year.

B. Written Reminder

- i. A written reminder is considered formal discipline. The supervisor shall meet with the employee privately and in a timely manner to discuss the deficiency,

violation of policy and the likely consequences of further unsatisfactory performance and/or conduct. Every effort should be made to determine the reasons for the employee's performance.

- ii. The written reminder shall describe the deficiency, or violation of policy involved and the likely consequence of further unsatisfactory performance and/or conduct. A summary of previous informal discussions, verbal reminders and discipline previously taken should also be included in the written reminder.
- iii. The employee shall be informed of the written reminder and provided a copy of the disciplinary action. Additionally, a copy of the written reminder shall be forwarded to Human Resources to be placed in the individual's personnel file for a period of ten (10) years.
- iv. The supervisor must transmit the written reminder through the next level supervisor and/or department head, Human Resources or designee, and the City Administrator/Manager or designee before placement in the employee's official personnel file.

C. Suspension Without Pay

- i. The supervisor shall meet with the employee privately and in a timely manner to discuss the deficiency or violation of policy and the likely consequences of further unsatisfactory performance and/or conduct.
- ii. The suspension without pay shall describe the deficiency or violation of policy involved and the likely consequence of further unsatisfactory performance and/or conduct. A summary of previous informal discussions, verbal reminders and discipline previously taken should also be included.
- iii. An employee may be suspended without pay for up to thirty (30) days in any one calendar year. The employee shall be informed of the proposed suspension and provided a copy of the suspension disciplinary action upon completion.
- iv. The suspension shall be permanently noted in the employee's official personnel file. A supervisor must discuss the situation with the next level supervisor and/or department head, Human Resources or designee, and request approval from the City Administrator/Manager or designee prior to taking this action.

D. Investigations

- i. When an employee is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, the employee may be suspended without pay for the duration of the proceedings when such suspension is in the best interests of the City and the public. If the investigation or proceedings clear the employee, he/she shall be eligible for reinstatement with full pay and benefits restored.

E. Reduction in Pay

- i. An employee's pay may be reduced provided it is done when in the judgment of the Supervisor, Department Head, and City Administrator/Manager if it is deemed appropriate. The supervisor shall meet with the employee privately and in a timely manner to discuss the deficiency or violation of policy and the likely consequences of further unsatisfactory performance and or conduct.
- ii. The reduction in pay disciplinary action shall describe the deficiency, or violation of policy involved and the likely consequence of further unsatisfactory performance and/or conduct. A summary of previous informal discussions, verbal reminders, and discipline previously taken should also be included in the written document.
- iii. The employee shall be informed of the proposed reduction in pay and provided a copy of the disciplinary action upon completion. The reduction of pay shall be permanently noted in the employee's official personnel file; however, the employee shall not be disqualified from consideration for later pay increases.
 - i. A supervisor must discuss the situation with the next level supervisor or department head and request approval from the City Administrator/Manager or designee prior to taking this action.

F. Demotion

- i. An employee may be demoted when in the judgment of the supervisor, next level supervisor, department head or City Administrator/Manager is deemed appropriate. The supervisor shall meet with the employee privately and in a timely manner to discuss the deficiency or violation of policy and the likely consequences of further unsatisfactory performance and/or conduct.
- ii. The demotion shall describe the deficiency, or violation of policy involved and the likely consequence of further unsatisfactory performance and/or conduct. A summary of previous informal discussions, verbal reminders, and discipline previously taken should also be included in the written document.
- iii. The employee shall be informed of the proposed demotion and provided a copy of the disciplinary action upon completion. The demotion shall be permanently noted in the employee's official personnel file; however, the employee shall not be disqualified from consideration for later promotions.
- iv. A supervisor must discuss the situation with the next level supervisor and/or department head, Human Resources or designee and request approval from the City Administrator/Manager or designee prior to taking this action.

G. Dismissal

- i. A supervisor may propose termination of an employee whose performance of duties and/or conduct is severely unacceptable. The supervisor must first discuss the actions with the next level supervisor and/or department head, Human Resources or designee

and request approval of the City Administrator/Manager prior to taking final termination action.

- ii. Should the supervisor deem it necessary, an employee may be placed on administrative leave with pay pending the investigation of the deficiency or violation of policy and the approval of the City Administrator/Manager or designee regarding the final decision to terminate employment.
- iii. The supervisor shall meet with the employee privately and in a timely manner to discuss the deficiency or violation of policy and the likely consequences of termination.
- iv. Once the decision to terminate has agreement with the next level supervisor, department director, Human Resources or designee and approved by the City Administrator/Manager, the employee shall be notified of the action and provided a copy of the termination notice. A copy of the termination shall be permanently placed in the employee's official personnel record.

H. Grievance Procedure

An employee who has any complaint or grievance about demotion, promotion or disciplinary action will have the right to present his/her complaint/grievance to his/her immediate supervisor or the Department head. The complaint will be promptly reviewed and investigated. The complainant will be advised of the recommended disposition of the complaint or grievance within five (5) working days. If the complainant is dissatisfied with the response, he/she may appeal in writing to the Mayor within five (5) working days, stating specific reasons why an appeal should be granted. The Mayor will render, in writing, the final decision.

- i. Any disciplinary action will be in accordance with these personnel policies and/or federal or state law.
- ii. No employee will be subject to any retaliation or reprisal for any complaint made in good faith.
- iii. Any employee who knowingly or maliciously makes a false report (complaint) will be subject to disciplinary action up to and including termination.
- iv. The request may be denied if the employee fails to meet the timelines as outlined in this policy.
- v. There shall be no right of appeal for probationary employees except on the grounds of discrimination as allowed by law or City policy.
- vi. Nothing in this manual shall abridge any right of public access under the state statutes providing for open meetings and access to public records. To the extent possible, under the law, for the protection of all concerned, rulings will be reduced to writing.

- vii. These procedures are guidelines only, and it is recognized that it may not be possible to adhere to them in every case. They are not intended to impose on the City any burden of furnishing an employee with substantive or procedural due process.

Chapter 9

VOLUNTARY AND INVOLUNTARY SEPARATIONS

Section 9-01: Resignation

Effective Date: 08/07/17

An employee may leave the employment with the City in "good standing" by giving two (2) weeks notice. The City Administrator/Manager may waive any portion of the notice period. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of their own accord.

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered as absent without leave which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. Absence without leave may be considered as an employee's resignation without notice. In such cases, the employee's separation shall not be considered to be in "good standing."

Section 9-02: Reduction in Force

Effective Date: 08/07/17

A reduction in force ("RIF") may occur as a result of changes in duties, organizational changes, lack of work, or budget cutbacks. A RIF shall be carried out on the basis of demonstrated job performance and efficiency, with the most proficient employees being retained the longest. Seniority within City service may be used to determine the order of layoff among employees with substantially equivalent records of job performance and efficiency, with the most senior employees being retained the longest. Temporary employees may be included in the RIF before regular employees performing similar duties. A RIF shall not be considered a disciplinary action.

Employees included in a RIF may be recalled back to their job or another similar job in which they meet the minimum job requirements and qualifications in the reverse order of the RIF up to one year from the date of the lay-off. Employees being recalled within the year from the date of the RIF, shall have precedence over other job applicants. Employees recalled back to work shall report to work as instructed. An employee failing to report back to work shall be considered as having forfeited their right to reemployment.

Section 9-03: Incapacity

Effective Date: 08/07/17

An employee may be terminated for medical reasons when the employee as an individual no longer meets the standards of fitness required to perform the essential functions of the position and reasonable accommodation under the Americans with Disabilities Act is not possible without causing undue financial hardship to the City. A finding of incapacity shall be based on an individual medical determination by a competent physician prescribed by the City Administrator/Manager. Termination for incapacity shall not be considered disciplinary action and shall not function to deny any employee the use of any accrued illness, injury, disability, or other benefits.

Section 9-04: Retirement

Effective Date: 08/07/17

A. In order to be considered "retired" from the City and eligible for retiree benefits, the

employee must complete the TMRS retirement paperwork and have it accepted and effective through TMRS at the end of the same month in which they separate from the city.

- B. All records, property, or other instruments, belonging to the City of Venus in the possession of the separated employee shall be returned before final paycheck and any vacation leave pa will be made (this includes any serviceable uniforms furnished to the employee by the City).

Section 9-05: Release End of Season

Effective Date: 08/07/17

The end of temporary or seasonal employment.

Section 9-06: Death

Effective Date: 08/07/17

Once notified of the death of an employee, either by the department or family member, payout (including eligible leave and longevity) is made to the deceased employee's designated beneficiary.

- A. Life insurance payout to the designated beneficiary on file is handled directly by the life insurance company in effect at the time of death.
- B. A death certificate will be required for the designated beneficiary to file for the deceased employee's life insurance payout.

Section 9-07: Termination

Effective Date: 08/07/17

- A. This is a non-voluntary separation by the City of an employee for violations of policy, procedure, law, ethics, ordinance, or other reasons deemed appropriate by the department. Progressive discipline is typically applied prior to termination unless circumstances warrant bypassing levels of discipline.
- B. Department Heads must contact the City Administrator/Manager prior to terminating any employee to ensure that the termination is consistent with City practice, that there is sufficient documentation and that it is in compliance with all city, state, and federal laws.

Section 9-08: Separation Terms

Effective Date: 08/07/17

A full-time employee separating from the City may be eligible for certain payouts, depending upon leave balances and tenure with the City.

- A. No vacation leave will be paid to any employee who:
 - 1. Does not give the two weeks in advance written notice and/or,
 - 2. Who separates employment under section 9-07 and/or,
 - 3. Who resigns while under an investigation (whether Criminal or Administrative) and/or,
 - 4. Who has served less than 12 continuous months of service.
- B. All unused vacation leave will be paid to regular full-time employees who separate employment as outlined in section 9-08A.
- C. All accrued compensator leave will be paid to employees who separate (Maximum Eight (80) hours).

D. No sick leave will paid to any employee.

Section 9-09: Exit Interview

Effective Date: 08/07/17

Upon separation from employment, all employees shall schedule an exit interview with the City Secretary. The interview shall be for the purpose of reviewing the employee's personnel file to insure that all requirements of these Regulations, the retirement plan, health insurance and income tax are in compliance.

Chapter 10

PERSONNEL RECORDS AND REPORTS

Section 10-01: Personnel Files and Records

Effective Date: 08/07/17

The Human Resources Department shall maintain the official personnel files and records for all Non-Sworn City employees. Unless otherwise provided by law, personnel files shall be confidential and may not be used or divulged for purposes unconnected with the City personnel management, except with the permission of the employees involved. All personnel records are subject to the rules governing the Open Records Act and could be open to review by the public. Nothing herein shall prevent the dissemination of impersonal statistical information. An employee shall have a right of reasonable inspection of their official personnel files and records under appropriate supervision.

Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file.

Employees are expected to consistently update their personnel records. Forms are available in Human Resources to change address for payroll, medical insurance, TMRS and driver's license. The City also requires updated Emergency Contact information for each employee.

Section 10-02: Change in Personnel Status/New Hires

Effective Date: 08/07/17

Department heads shall submit recommended changes in the personnel status of their employees or requests to hire new employees to the Human Resources Department prior to making any commitments to either existing employees or prospective new hires.

Section 10-03: Personnel Records and Reports

Effective Date: 08/07/17

Department Heads shall be responsible for providing the Human Resources Department or designee with all necessary employee reports and records associated with good personnel management for their department. Such records and reports shall include, but not be limited to, employee sick leave, vacation leave, attendance and overtime records, performance reports, counseling records, and all types of disciplinary action. Failure to do so may result in formal disciplinary action.

The Human Resources Department or designee shall prepare such narrative reports, statistical summaries, and other personnel reports as are necessary or desirable to provide useful information to the City Administrator/Manager, Mayor, and City Council.

Section 10-04: Employment Verification

Effective Date: 08/07/17

It is the policy of the City of Venus that all employment verifications and references be referred to the Human Resources Department. Unless exceptions are made based on established laws, such as in the field of public safety, the City will only confirm dates of employment, salary, and position/title.

Chapter 11

EMPLOYEE BENEFITS

Section 11-01: Worker's Compensation Insurance

Effective Date: 08/07/17

Any City employee injured as a result of duties performed in the course of their job shall be eligible to receive worker's compensation benefits from the City's insurance carrier at no expense to the employee. Worker's compensation benefits are intended to compensate workers with job related injuries or illnesses by reimbursing them for income losses and paying for medical and rehabilitation treatment.

1. Occupational Disability Or Injury Leave

An employee who is disabled as a result of an injury on the job, which is covered by Worker's Compensation, will be granted injury leave with pay at his regular salary for ten (10) working days. This injury leave will not be charged to Sick leave.

After the aforementioned ten (10) days, the employee will be paid the difference between his regular salary and any Worker's Compensation payments received for such injury for twelve (12) weeks. In order to receive this salary continuation from the City, the worker's compensation check must be endorsed and exchanged for the employee's regular bi-weekly check. After this initial twelve (12) week period, the injured employee will be reviewed and at this time may only receive Worker's Compensation payments, depending upon the outcome of the review. The employee may be replaced after twelve (12) weeks and may receive no further compensation or benefits from the City. This injured leave status is subject to review and medical opinion at any time. Status may be changed subject to the decision of the City Administrator/Manager.

The City Secretary is responsible for administering, pursuant to the requirements of state law, the City's Workers' Compensation Program.

An employee on occupational disability injury leave will continue to earn Sick Leave at the regular rate for six months. Thereafter, the employee will no longer earn Sick Leave and after six months of such leave, will be required to return to work with the approval of the attending physician or be terminated.

An employee will report injuries incurred in the line of duty immediately to his immediate supervisor/Department Head and file an accident report with the City Secretary within twenty-four (24) hours of the injury.

When an employee suffers injury or death on the job, the City Secretary will complete an accident report immediately on forms provided by Worker's Compensation and submit it to Worker's Compensation as directed, and retain one copy in the personnel files. Any exceptions to this policy must be approved by the City Administrator/Manager.

2. Examination And Treatment

As a condition of receiving or continuing to receive salary continuation payments, the City Administrator/Manager may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by the City or the Worker's Compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he/she refuses to submit to an examination or to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City designated physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.

An injured employee forfeits all rights to any salary continuation payments to which they would normally have been entitled, if they:

- A. engage in work, whether part-time or full-time, for pay or as a volunteer, for themselves or for any other person, firm or corporation, while receiving salary continuation payments;
- B. terminate employment for any reason while receiving salary continuation payments;
- C. fail or refuse to comply with the treating physician's instructions or advice regarding treatment of the injured condition;
- D. fail to act in a manner which is conducive to being off work convalescing;
- E. refuse to perform light, partial or part-time duty when authorized by the treating physician;
- F. refuse to accept or perform a different job with the City that, in the opinion of the treating physician, is within the employee's physical capacity and for which the employee is qualified or will be trained;
- G. represent their injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments; or
- H. refuses to return to regular duty after being released for regular duty by the treating physician.

3. Return To Work

No employee may return to work from an injury involving lost time without first obtaining a physician's release. The physician's release must be forwarded to the City Secretary.

4. Alcohol And Substance Screening

An employee injured in the scope of his employment for the City is subject to alcohol/substance screening.

5. Termination For Reasons Other Than Injury Or Disability

This section does not preclude an employee from being terminated for reasons other than their disability or continued injury, as otherwise allowed by these regulations. An employee terminated for any such other reason, even if the same is associated with an on-the-job injury is not entitled to the relief found in this section. This section does not preclude an employee from being terminated during an official reduction in work force due to budget restrictions.

6. Employee Assistance

The Texas Department of Insurance's Division of Worker's Compensation provides free information about how to file a worker's compensation claim. Division staff will explain employee rights and responsibilities under the Worker's Compensation Act and assist in resolving disputes about a claim. Employees may obtain this assistance by contacting the local Texas Department of Insurance Division field office or by calling 1-800-252-7031.

7. Safety Hotline

The Texas Department of Insurance's Division of Worker's Compensation has established a 24-hour toll-free telephone number for reporting unsafe conditions in the workplace. Employers are prohibited by law from suspending, terminating or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact Health and Safety at 1-800-452-9595 for more information on how these rules pertain to municipalities.

Section 11-02: Modified or Light Duty

Effective Date: 08/07/17

The City may provide employees with Modified or "Light" Duty who may be injured or unable to perform their regular duties due to injury or illness, subject to the availability of positions within the City. If positions are available, the City may accommodate restrictions when and where reasonable to the extent required by law, the City's need, when the safety of citizens and other City employees is not compromised, or within the provisions of the Americans with Disabilities Act (ADA).

1. "Modified Duty" is defined as any reduction, elimination, or alteration of the essential job functions of a position, as outlined in the job description for the position.
2. Determination Process – All Modified Duty is subject to availability of positions:
 - A. A position must be available for an employee to be considered for eligibility under these guidelines. The City is not obligated to create a position for restricted employees.
 - B. Prior to returning to work after an absence or after receiving restrictions, the employee requesting modified duty must present the physician's directive to his/her supervisor or Department Head.
 - C. The City Secretary, medical consultant and/or the employee's treating physician will review the directive and determine if the directive is subject to the ADA.

- D. The employee's supervisor may be contacted by the City Secretary to determine the employee's suitability for modified duty.
 - E. If the City cannot accommodate the restriction, the employee will not be authorized for active duty and will be subject to the leave policies listed below until released to regular (unrestricted) duty.
3. Employees unable to return to work due to personal medical issues will be subject to the leave provisions of the City's Employee Handbook. Employees unable to return to work due to workers' compensation will be subject to the Texas Workers' Compensation rules and regulations and the City's handbook:
- A. Eligibility and Notice: Subject to Texas Workers' Compensation Commission Act rules, upon receipt of a physician's notice regarding a return to work with restrictions, an employee may be offered modified duty, if available, according to the determination process listed above.
 - B. Modified Duty in Current Position: When the employee can return to his/her regular job with restrictions, modified duty (if available) may continue up to eight (8) weeks. Continuation after eight (8) weeks will be contingent upon an updated notice from the treating physician, availability of a limited duty position and based on City need.
 - C. Modified Duty in Alternate Position: When an employee's restrictions prevent temporary continuation of his/her regular job, modified duty, if available, may continue at an alternate work-site for up to eight (8) weeks. Continuation after eight (8) weeks will be contingent upon an updated notice from the treating physician, availability of a limited duty position and based on City need.
 - D. Modified Duty/Transportation of Citizens & City Personnel: In order to assure safe transportation of citizens and City personnel, modified duty is not available for employees who transport and/or supervise citizens in/on City vehicles or transportation, subject to the provisions of the ADA.
 - E. Worker's Comp Treatment & Overtime Pay: Hours worked are defined as hours actually worked. Leave hours taken for worker's comp related treatment or meetings will not be counted as hours worked for the purpose of computing overtime.

Section 11-03: Social Security

Effective Date: 08/07/17

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age, Survivors, and Disability Insurance," provides for benefits for retirement, disability or upon death. This insurance is financed by social security taxes, which are paid through payroll deductions by the employee. The City contributes a matching amount on behalf of the employee.

Section 11-04: Unemployment Insurance

Effective Date: 08/07/17

All employees of the City are covered under the Texas Unemployment Compensation Insurance

program and the Federal Unemployment Tax Act (FUTA). This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee on the first \$9,000 of the employee's earnings to finance this benefit.

Section 11-05: Health Related Benefits

Effective Date: 08/07/17

The City is committed to providing cost-effective benefits, which assist employees in being physically and mentally healthy. The benefits and services offered by the City may be changed or terminated at any time upon approval of the City Council and do not constitute a guarantee of continued employment with the City.

Benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being able to be covered. The provisions of and eligibility for the various benefits are governed by each Plan instrument which may be a Plan document or certificate of coverage, or both. With respect to medical dental and vision coverage, life insurance, the employee assistance and wellness programs, the definition of eligible dependent may vary from plan to plan.

Medical Coverage

The City may offer, if economically feasible, medical coverage for eligible employees and their eligible dependents. Medical insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis.

Dental Coverage

The City may offer, if economically feasible, a dental assistance plan for eligible employees and their eligible dependents. Dental coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis.

Vision Coverage

The City may offer, if economically feasible, a vision assistance plan for eligible employees and their eligible dependents. Vision coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis.

Section 11-06: Miscellaneous Benefits

Effective Date: 08/07/17

As with the health-related benefits, the miscellaneous benefits and services offered by the City may be changed or terminated at any time upon approval of the City Council and do not constitute a guarantee of continued employment with the City.

Life Insurance

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible

dependents.

Short Term Disability

The City may offer, if economically feasible, Short Term Disability (STD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. Short-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis.

Long Term Disability

The City may offer, if economically feasible, Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of a disability. Long-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis.

Deferred Compensation

The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee.

Employee Assistance Program

The City may offer, when economically feasible, an Employee Assistance Program (EAP). This program is a professional, confidential counseling service available to help eligible employees and eligible dependents resolve personal problems.

Chapter 12

TRAVEL POLICY

Section 12-01: Applicability of Travel Policy

Effective Date: 08/07/17

It is the policy of the City of Venus to reimburse employees and other persons who are authorized to represent the City at various conferences, meetings, conventions, seminars, training and functions. The City recognizes that the public interest requires employees to travel at times to conduct City business. The City also recognizes that the public interest is served by the advancement of training and professional development of employees. It is the policy of the City to arrange travel on City business utilizing the most economical means available.

This policy is applicable to all City employees and applies to all travel on City business more than sixty (60) miles outside the City limits and to all travel reimbursements, subject to budget limitations and authenticated expenses. The purpose of this policy is to establish general guidelines and provide uniformity in handling expenditure requests, and to establish proper accounting for allowable expenses.

Responsibility:

1. **Department Head** – responsible for communicating and administering the provisions of this policy to employees and approving all travel requests within his/her department. Also, should strive to be proactive in planning for the department's travel needs in the annual budgeting process. It is the responsibility of the Department Head to ensure all travel expenses are accounted for within five (5) working days from the date of return and the Travel Expense Report forwarded to the City Secretary.
2. **Employee** – responsible for all pertinent information on the Travel Expense Report, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditure, and funds advanced.
3. **City Secretary** – responsible for distributing travel funds in compliance with established policies and guidelines. The City Secretary should take into consideration the departmental travel budget and calculate the amount spent to date and forward the Travel Expense Report to the City Administrator/Manager for approval.
4. **City Administrator/Manager** – responsible for either approving or denying the request. If the request is denied, the Travel Expense Report will be sent back to the Department Head. If the request is approved, the Travel Expense Report will be forwarded to the City Secretary for processing. The City Administrator/Manager or his/her designee must review and approve all expenses incurred in the Travel Expense Report after travel is completed.

Section 12-02: Authorization Required

Effective Date: 08/07/17

The City Administrator/Manager or designee may authorize travel leave and expenses for City business more than sixty (60) miles outside of the City limits. All travel requests of more than

sixty (60) miles must be approved by the City Administrator/Manager or designee prior to its occurrence. Any employee traveling on official City business shall communicate with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose.

Section 12-03: Allowable Expenses

Effective Date: 08/07/17

1. **Registration** – The City will reimburse actual expenses incurred in registering for a conference, seminar, or meeting. An original receipt must be furnished for reimbursement purposes. The City encourages advance payment of fees to take advantage of any discounts available. However, any recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will not be reimbursed.
2. **Transportation** – The department head/supervisor will be expected to select the mode of transportation that is most economical to the City considering cost and time consumed. Normally, when travel is required for City business a City vehicle or personal car may be used when such travel distances are within a two hundred and fifty (250) mile radius. For travel beyond a two hundred and fifty (250) mile radius of the City, air transportation may be approved if authorized in the budget. All approved transportation expenses will be reimbursed as follows:
 - A. When employees use their personal vehicles, all travel mileage will be paid at the most recent IRS rate per mile plus parking fees.
 - B. When City vehicles are used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed. Receipts will be required.
 - C. When air travel is permitted, employees will book their flight as far in advance as possible. Air travel reimbursement shall be limited to “coach” fares. Additionally, if the employee requires parking at the airport for twenty-four (24) hours or less, the employee will be reimbursed at the short-term parking rates. If requiring parking for twenty-five (25) hours or more, the reimbursement shall be at the long-term parking rate. Original receipts will be required for reimbursement.
 - D. Reimbursement will be made for the use of rental cars, taxi, or bus fares, etc., provided such expenses are necessary and reasonable. Approval to rent a car should be obtained prior to the trip whenever possible. Employees are expected to obtain the lowest possible rates for the cars, and shall sign and accept the liability/collision insurance agreement on the contract.
 - E. Alternate routes, which are desirable because of personal affairs of the traveler, can be used, but only on the traveler's time and with the traveler bearing the additional cost of the alternate route. Mileage and expenses incurred on alternate routes must be shown on the expense account that is turned in for reimbursement or for advance in funds request.

3. Meals

Non-Overnight Meals and Incidental Expenses will not exceed the GSA rate, currently, \$36.

1. Breakdown of per diem is: Breakfast: \$10.00 (20%), Lunch: \$15.00 (30%), Dinner: \$26.00 (50%).
2. If meals are provided at a conference or training, no food reimbursement is allowed for those meals offered. The conference agenda/schedule must be submitted with the training request form.
3. Per Diem will be calculated and issued to the employee at least one week in advance of the travel, or receipts turned in by the employee and reimbursement made. Itemized meal receipts must be provided to the city upon return from travel. If itemized receipt(s) are unavailable, the employee will submit a meal log in lieu of the receipt(s).
 - a. Any unused per diem will be refunded to the city.

b. No alcohol may be purchased with city funds.

4. Lodging

Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Reimbursement of lodging shall be limited to single rates unless two or more employees occupy a single room, or otherwise approved by the City Administrator/Manager. It shall be the policy of the City to reimburse for only lodging that is economical and practical. Exceptions to this may be granted when least expensive hotel rooms are unavailable or where conferences are held in or nearby the hotel. Receipts for lodging must be provided to obtain reimbursement.

- A. Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in *Section E below*.
- B. Employees will be allowed a reasonable amount for laundry and dry cleaning expenses for trips lasting five (5) or more days. Original receipts will be required for reimbursement.

5. Entertainment – The City realizes that from time to time, it is necessary to entertain dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the City. Such expenses may be reimbursed at the discretion of the City Administrator/Manager. Receipts will be required before reimbursement can be made. Whenever practical, prior authorization should be obtained from the City Administrator/Manager.

6. Dependent Expenses – There is no objection to a spouse/family member accompanying an employee on an out of town business trip; however, the City will not be financially responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee. The City will not reimburse the additional expenses.

Section 12-04: Travel Advances

Effective Date: 08/07/17

Minimum, but sufficient cash advances may be drawn from the City treasury by employees traveling on City business. All unused, unauthorized, or unapproved travel advances shall be returned immediately upon return of the business trip. Failure to return unused funds will subject the employee to a payroll deduction to credit the proper fund and disciplinary action, up to and including termination.

1. Prior to Travel/Trip:

- A. A Travel Expense Report form shall be filled out for all travel that takes an employee out of the Metroplex for City business. For training requests within the Metroplex area, a report will be filled out if an advance is required. For meetings or trips outside the Metroplex, additional information or brochures will be attached to provide management an overview of the meeting/event.
- B. The employee will fill out all information pertinent to the request, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditures and funds required in advance. The report shall then be forwarded to the Department Head for approval.
- C. The Department Head will review the request and sign off if the trip is approved. The Department Head shall attach a copy of the page indicating the approved travel and training request from the budget document, and note the approved trip.
- D. Upon Department Head approval, the request will be forwarded to the City Secretary and budget information will be indicated.
- E. The City Secretary will note the departmental travel budget and how much has been spent to date. The City Secretary will only sign off if budgeted funds are available. The report will then be forwarded to the City Administrator/Manager for approval.
- F. The City Administrator/Manager will note approval or disapproval of the request. If the request is disapproved, it will be sent back to the Department Head. If the request is approved, it will be forwarded to City Secretary for processing of the advance or payment required. Finance will then return the approved form to the employee.
- G. Employee travel will be approved by the City Administrator/Manager. Department Head travel must be approved by the City Administrator/Manager.

2. **During Travel/Trip:** Follow policies for reimbursable expenses.
 - A. If more than one employee attends the same trip/event, each employee is responsible for completing his/her own expense report. In such instances where employees dine together, every effort should be made to split the bill.
 - B. If the bill cannot be split, then one designated employee should pay the full amount and obtain a receipt for the entire amount and document the employees' names that were present on the Travel Expense Report for reimbursement.
3. **Upon Completion of Travel/Trip:**
 - A. The employee will fill out all the pertinent expenditure information, indicating what funds are due to the City or what funds are due to the employee within five (5) days after returning from the trip. Failure to submit an expense report will subject the employee to a payroll deduction for any funds advanced. All cash advances and expenditure reports shall be submitted on forms provided for that purpose.
 - B. All meeting/event expenses will be indicated on the expense form. All applicable receipts must be included with the report, including registration and airfare.
 - C. The employee will certify that the expenses are correct and will sign off on the request. The report will be forwarded to their Department Head for approval.
 - D. The Department Head will review the report, sign off, and forward to the Travel Expense Report to the City Administrator/Manager for approval. The City Administrator/Manager will review the report, sign off and forward to City Secretary for processing and filing.

Chapter 13

EQUIPMENT AND VEHICLE POLICY

Section 13-01: Purpose of Equipment/Vehicle Policy

Effective Date: 08/07/17

The purpose of these equipment/vehicle policies is to provide for the safe and effective utilization of the City vehicle fleet through rules, regulations, and procedures. Each employee will be held responsible for the proper use, care and operation of a vehicle or piece of equipment assigned to him/her. Abuse of equipment and vehicles constitutes grounds for disciplinary action, up to and including termination.

If employee's position requires the operation of a City vehicle on public roads while conducting City business, the employee must maintain the appropriate or required, valid State of Texas Driver's License and must meet City standards for driving records.

Section 13-02: Applicability

Effective Date: 08/07/17

These policies shall apply to all City owned equipment and vehicles and all persons assigned the equipment and vehicle, inclusive of operators and passengers.

Section 13-03: Use of City Vehicles

Effective Date: 08/07/17

All City equipment and vehicles are intended for official City business uses only. The City Administrator/Manager may extend said use according to need and circumstances to another public agency or for uses beneficial to the general public. Use of City equipment and vehicles is limited to the Johnson/Ellis County area unless otherwise approved by the City Administrator/Manager. In addition, the City will require all persons operating City vehicles and those employees driving their own vehicles on City business to maintain a safe driving record. A "safe driving record" will be defined as:

1. No more than three moving violations in a twenty-four (24) month period;
2. No conviction of driving while under the influence of drugs (controlled substances) or alcohol;
3. No felony conviction of failure to stop and render aid, failure to leave identification at the scene of an accident, involuntary manslaughter or criminally negligent homicide involving a motor vehicle.

Employee driving records will be checked at random periodically to ensure that no persons with unsafe driving records are operating City vehicles or driving on City business. A copy of the driving record of all employees with driving responsibilities who do not meet the safe driving requirement will be submitted to their Department Head for review. Action to be taken in each case will be recommended by the Department Head, to the City Administrator/Manager for final approval. **Employees have an obligation to report to their direct supervisor within twenty-four (24) hours of a violation of this policy.**

Employees who fail to meet the safe driving requirements may be required to submit to one or more of the consequences below, at the discretion of the City Administrator/Manager:

1. Required to attend a defensive driving class on their own time and at their own expense;
2. Assigned non-driving responsibilities within their current department, if available;
3. Transferred to another department and assigned non-driving responsibilities, if available;
4. Assessed another type of remedial action as determined by the City Administrator/Manager to be appropriate in that specific case; and/or
5. Dismissed from employment, if none of the above alternatives can be achieved within a reasonable period of time. A "reasonable period" will be defined as generally not to exceed thirty (30) calendar days from the date an employee is notified of his/her failure to meet the safe driving requirements.

Section 13-04: Operation and Ridership

Effective Date: 08/07/17

Except for maintenance, service, and repair, only City officials and employees are allowed to operate a City vehicle. Ridership should be limited to employees or persons on official City business. Due to the nature of certain employees being required to be on call and take a vehicle home, the City Administrator/Manager may exercise limited discretion in situations wherein the ridership policy might cause transportation difficulties to an employee required to be on standby and use a City vehicle.

Section 13-05: Safety, Maintenance, and Care

Effective Date: 08/07/17

1. **Safety** –All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.
 - A. No one is allowed to operate a City vehicle or piece of equipment while under the influence of alcohol, medication or drugs that is subject to altering judgment or reflex. In addition, tobacco use is prohibited in City vehicles.
 - B. No person with corrective devices or appliances shall be allowed to operate City equipment or vehicles without same being in place and in good repair.
 - C. Any person who is injured or becomes ill should use the radio and/or cellular phone to obtain assistance rather than try to operate a vehicle or piece of equipment.
 - D. Caution must be exercised with the use of communication radios and/or cellular phones while operating a vehicle. Every effort should be made to minimize the use of these devices while driving. Text messaging is strictly prohibited.
 - E. Listening to an iPod[©] or other portable music device through headphones while driving a City-issued or personal motor vehicle on City time is strictly prohibited.
2. **Maintenance and Care** – Periodic inventory of equipment and vehicles will be taken at the discretion of the City Administrator/Manager or other functional manager. All damaged,

broken, or lost equipment will be repaired, replaced, or removed from service.

- A. Those personnel assigned use of a vehicle or piece of equipment will be responsible for the maintenance and care of said vehicle/equipment.
- B. Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Administrator/Manager and subsequent repair at the expense of employee held responsible for same.
- C. No one shall operate a City vehicle or piece of equipment that is unsafe, and the operator will be responsible for exercising good judgement and performing a courtesy inspection prior to operating said vehicle or equipment.

Section 13-06: Vehicle Logs

Effective Date: 08/07/17

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas/lubricant applications, maintenance, or any other documentation, which may be required from time to time. It is ultimately the Department Head's responsibility to ensure that required reports associated with City vehicles in use by their department are completed and forwarded to City administration for filing purposes.

Section 13-07: Take Home Vehicle Policy

Effective Date: 08/07/17

An employee may drive a City vehicle home only under the following conditions:

- 1. Employee is on twenty-four (24) hour call.
- 2. Employee conducts City business on a frequent basis before and after normal working hours.
- 3. Permission is granted by the City Administrator/Manager.

Section 13-08: Traffic Citations and Accidents

Effective Date: 08/07/17

- 1. **Traffic Citations** – If an employee receives a traffic citation for a violation committed while operating a City-owned vehicle or while driving their personal vehicle on City business, the employee will be expected to pay any resulting fine at their own expense. Repeated traffic violations or misuse of City vehicles or equipment may result in disciplinary action, up to and including termination.
- 2. **Accidents in City-Owned Vehicles** – If an employee is involved in an accident while driving a City vehicle, that individual will be required to follow the specific accident-reporting procedure outlined by the department. In general, for all departments, the employee should:
 - A. Call 911 for immediate assistance.
 - B. Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer.
 - C. Provide their name and department to the other driver without discussing the

accident with anyone except the investigating officer or their supervisor.

- D. Call the supervisor who will then be responsible to file the required accident form. Forms are available in the department or from Human Resources.
- E. If serious injuries result from the accident or at the request of the City Administrator/Manager, the Department Head, or their designee the employee shall report to one of our drug and alcohol testing sites immediately. A supervisor or other member of City administration must provide transport unless otherwise directed by the City Administrator/Manager. Exceptions can only be made by the City Administrator/Manager or their designee.
- F. Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.

Chapter 14

SUBSTANCE ABUSE POLICY

Section 14-01: Purpose

Effective Date: 08/07/17

It is the policy of the City of Venus to maintain a work environment free from the use, possession and effect of controlled substances and alcoholic beverages. The City of Venus recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making, and reduced productivity. Therefore, the City of Venus expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

Section 14-02: General Policy

Effective Date: 08/07/17

1. An employee assistance program may be made available to assist employees with substance abuse.
2. Being under the influence of alcohol or controlled substance on City property is prohibited. The unauthorized use or possession of prescription drugs or over-the-counter drugs on City property is prohibited.
3. Employees who violate this policy are subject to appropriate disciplinary action, including termination.
4. The policy applies to all employees of the City regardless of rank or position and includes temporary and part time employees.

Section 14-03: Violations

Effective Date: 08/07/17

The sale or unlawful manufacture, possession, distribution, and/or use of controlled substances or alcoholic beverages by an employee while on duty or during lunch and/or other breaks or at any time while the employee is on a City work site or on duty, is absolutely prohibited and constitutes cause for discipline, up to and including termination, in accordance with these personnel regulations. The appropriate law enforcement agency will be notified of any such sale, distribution, and/or use of illegal substance by employees. Any employee who is arrested for a drug-related crime under a state or federal criminal drug statute for violations occurring on or off duty must report their arrest to their supervisor within three (3) days.

The City of Venus retains the right to perform drug tests at any time and at a testing facility of its choosing. Failure to comply with instructions to report and submit to a random drug test will be considered insubordination and may constitute grounds for disciplinary action up to and including termination.

Section 14-04: Searches and Testing

Effective Date: 08/07/17

The City may conduct unannounced searches or inspections of City-owned property where there is reasonable suspicion of the presence of alcohol or controlled substances. These may include, but are not limited to, lockers, offices, tool chests, and desks located on City property,

work sites and City owned vehicles.

When the Department Head, or City Administrator/Manager has a reasonable suspicion that an employee, at work or when reporting to work, is under the influence of alcohol or a controlled substance, or is abusing alcohol or a controlled substance and appears to be impaired or unfit for duty, the employee will be required to submit to a drug-alcohol test. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or reduced. Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited to: odor of alcoholic beverage, erratic behavior, violent mood swings, excessive absenteeism including tardiness, a medical emergency that can be attributed to drug use, physical on-the-job evidence of drug use, documented deterioration in the employee's job performance or an accident which is caused by the apparent action or inaction of the employee.

The immediate supervisor or Department Head will submit information in writing, to the City Administrator/Manager that describes the incident, documenting the circumstances leading to the conclusion that a drug test is necessary. Such documentation will include the date, time, place, description of incident, and statements of witnesses. Any other evidence such as drugs, drug paraphernalia and containers will be collected. After documenting the incident, the Department Head will contact the City Administrator/Manager to determine if drug testing is appropriate and to arrange for testing. If drug testing is appropriate, the immediate supervisor or Department Head will transport the employee to the drug specimen collection facility. The type of drug/alcohol test may be based on a urine, blood, or other type of sample as appropriate and which is medically accepted and reliable. After testing, the employee will be transported home by their immediate supervisor, a relative or their emergency contact of record and told not to report to work until the results of the test are known.

Section 14-05: Preventative Acts

Effective Date: 08/07/17

1. Employees taking drugs prescribed by an attending physician must advise their immediate supervisor in writing of the possible effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential and communicated to the immediate supervisor prior to the employee commencing work. All medical information will be kept confidential and the employer, without exception, will punish any breach of privacy and confidentiality in this regard. All prescription drugs must be kept in their original container.
2. Any employee involved in a work-related accident where alcohol or drugs are believed to be a contributing factor will be referred to an employee assistance counselor in addition to any other accident investigation activities.

Section 14-06: Work Related Accident

Effective Date: 08/07/17

Any employee involved in a work-related accident shall be subject to urine, breath, blood and/or hair follicle testing for drug or alcohol use or abuse.

Section 14-07: Supervisory and Employee Training**Effective Date: 08/07/17**

Supervisors will receive training regarding the substance policy of the City of Venus and the use of the Employee Assistance Program (EAP). Any employee may receive copies of this drug and alcohol policy and information about the Employee Assistance Program.

Section 14-08: Employee Assistance Program (EAP)**Effective Date: 08/07/17**

1. The City will provide employees and their families with confidential professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol, drugs, or other personal problems adversely affecting their job performance. Confidential assessment and referral services will be provided without cost to the employee or family member. The cost of treatment, counseling or rehabilitation resulting from referral to the Employee Assistance Program (“EAP”) referral will be the responsibility of the employee.
2. When documented job impairment has been observed and identified, a supervisor may recommend participation in the EAP. Any action taken by the supervisor, however, will be based on job performance.
3. Supervisor referrals to the EAP will include employee's release of information consent form to be returned to the company supervisor by the EAP. Refusal to participate in or failure to complete the EAP-directed program will be documented. Should job performance not improve after a reasonable amount of time, the employee is subject to progressive corrective action up to and including termination of employment.
4. Self-referral by employees or family members is strongly encouraged. The earlier a problem is addressed, the easier it is to deal with and the higher the success rate. While self-referral in itself, does not preclude the City's use of corrective actions, participation in an EAP may enable the supervisor to allow time for completion of such program before initiating or determining additional corrective actions.
5. EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regards to use of sick or compensation leave. Sick leave may be taken as needed, while compensation time must be pre-approved.

Section 14-09: Reservation of Rights**Effective Date: 08/07/17**

The City reserves the right to interpret, change, suspend, cancel or dispute with or without notice, all or any part of this policy, or procedures or benefits discussed herein. Where practicable, employees will be notified before implementation of any change.

Although adherence to this policy is considered a condition of continued employment, nothing in this policy alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice and the City retains the right to terminate any employee at any

time, for any or no reason, without notice.

Section 14-10: Other Laws and Regulations

Effective Date: 08/07/17

The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations, or judicial decisions. Unenforceable provisions of this policy shall be deemed to be deleted.

Chapter 15

MISCELLANEOUS PROVISIONS

Section 15-01: Activity Reports

Effective Date: 08/07/17

All department heads shall submit monthly reports concerning the activities of their department to the City Administrator/Manager on forms prescribed and as requested.

Section 15-02: Property Control

Effective Date: 08/07/17

1. Department Heads shall insure that property under their control is properly safeguarded, accounted for, and administered. Each Department Head shall maintain or delegate the maintenance of an up-to-date inventory of all City property in their particular department. All acquisitions, disposals, or transfers of property shall be reported to the City Administrator/Manager or the designated representative of the City Administrator/Manager.
2. Postage, stationery, office supplies, tools, vehicles, and equipment purchased and owned by the City are to be used only in the conduct of City business. No City employee shall use these items in the conduct of their personal affairs without prior approval.
3. Employees shall only utilize City reproduction copiers for City business unless making restitution for said use in accordance with established guidelines and procedures.
4. An accounting of all gasoline purchased and used by the City shall be made and reports of usage filed as required by the City Administrator/Manager.

Section 15-03: Utilities

Effective Date: 08/07/17

Departmental requests for new City electric, gas, and telephone utility installations or additional services must be approved in advance by the City Administrator/Manager.

Section 15-04: Energy Policy

Effective Date: 08/07/17

The City of Venus seeks to establish a policy for reduction of energy consumption in City facilities through wise and cost-effective energy management and appropriate energy efficient technology. Energy consumption and operating costs will be reduced without compromising health, comfort, and safety of occupants, while demonstrating responsible use of natural resources and complying with Senate Bill 12, Article 3 Energy Efficiency.

City of Venus employees are expected to adhere to the established policy and work to promote energy efficiency at City facilities.

Section 15-05: Purchases

Effective Date: 08/07/17

No purchases shall be made in the name of the City by any employee except by following the procedures outlined in the City purchasing guidelines or as approved by the City Council and or City Administrator/Manager.

Section 15-06: Safety**Effective Date: 08/07/17**

Department heads shall be responsible for preparing and promulgating safety procedures applicable to all personnel and operations under their control. Each employee is required to adhere to all safety procedures set forth by the City, the State, and federal agencies. It is the obligation of all employees to report any unsafe conditions to the appropriate department heads and to inform their supervisor of any on-the-job injury or accident.

Section 15-07: Work Breaks**Effective Date: 08/07/17**

1. **Work Breaks:** It is the policy of the City to allow two (2) fifteen (15) minute work breaks at the discretion of the department heads and the City Administrator/Manager. One (1) work break is to be taken in the morning and the other in the afternoon. Work breaks shall be taken at convenient times without leaving and employee's duties or telephone unattended. Breaks are not considered an employee's right, but a privilege. At no time will work breaks accumulate for later use or to take precedence over the work situation on any given day.
2. **Lactation Break:** Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by their supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

**Section 15-08: Use and Maintenance of City
Equipment and Facilities****Effective Date: 08/07/17**

1. **Use of City Equipment and Facilities:** The use of City equipment and facilities for private use is prohibited without prior approval of the City Administrator/Manager. Under no circumstances shall City equipment or facilities be loaned or rented without this approval.
2. **Maintenance of City Equipment and Facilities:** It is the responsibility of all employees to help maintain a safe and well maintained work environment independent of the level of cleaning services provided by the City, including but not limited to your immediate work space or office, City equipment, customer service areas, the outside grounds of City facilities, parks, parking lot areas, hallways, kitchen or break areas, bathrooms, lobbies, Council Chambers. Any safety or maintenance issues that an employee is not able to take care of themselves is to be reported immediately to the proper personnel.

Maintenance of any area of City facilities, grounds, or equipment includes cleanliness, organized work spaces, creating inviting public or customer service areas, areas free of debris or trash, and providing an overall pleasant and well-maintained appearance.

Neglect of this policy could result in counseling, warning, and /or formal disciplinary action up to and including termination of employment. Reporting to work in a clean and professional environment helps the City to present a positive and professional public image.

Section 15-09: Professional Memberships and Subscriptions **Effective Date: 08/07/17**

The City will participate in the cost of professional memberships and subscriptions for employees applicable to their positions; provided the necessary funds are available. Requests for memberships and subscriptions must be approved by the City Administrator/Manager or designee prior to participation.

Section 15-10: Meal Breaks **Effective Date: 08/07/17**

The scheduling of employee meal breaks will be determined by the department head to facilitate serving the public and permitting efficient department operations. Meal breaks shall not exceed one (1) hour in length except for business lunches in which case the employee shall return to work within a reasonable time upon completion of the business lunch.

Section 15-11: Tobacco Free Policy **Effective Date: 08/07/17**

1. Statement of Purpose and Policy:

The City recognizes the hazards to health and environment created by the use of tobacco products. Out of concern for the health, safety and well-being of its employees and the general public, it is the goal of the City to maintain a tobacco-free environment in all municipal facilities, vehicles and any areas designated as tobacco-free.

2. Administrative Procedures

- A. Smoking and the use of smokeless tobacco products (dip, chew) is prohibited within any municipal facility of the City and any areas designated as tobacco-free.
- B. Smoking and the use of smokeless tobacco is prohibited in City vehicles.
- C. It shall be the responsibility of Building Services to place signage reading "No Smoking- City of Venus Ordinance No. [current]" at the main entrance of all municipal facilities.
- D. Any person desiring to file a complaint against a violator of this policy may do so without fear of retaliation by contacting the department head/division manager over the employee(s), involved in the alleged violation. It shall be the responsibility of the department head/ division manager to attain resolution of the complaint. The employee also has the option to report the violation directly to the next level of supervision if the complaint has not been resolved or the employee may be subject to retaliation. The complaint shall be kept confidential and restricted to those who have a need or right-to- know.

Section 15-12: Health Insurance Portability and Accountability Act (HIPPA) **Effective Date: 08/07/17**

- 1. **Administrative Directive -** The City of Venus will comply with federal regulations

governing the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996. The act ensures the privacy of all protected health information (“PHI”) and that such information be kept confidential and not be released to any party without the consent of the employee, or citizen if applicable, except where otherwise outlined by law.

The Department of Health and Human Services (“DHHS”) has outlined regulations, which set both monetary and civil penalties for the wrongful disclosure of PHI. These penalties may apply to both the organization and or the individual wrongfully disclosing information that falls under the definition of PHI. The DHHS has also outlined several entities that must comply with the new regulations. These entities include health plans, health care providers, clearing houses, insurance carriers and business associates with access to PHI. Privacy regulations set for by the DHHS supersede existing state law, except where state laws are stricter than federal regulations.

All City employees and representatives of the City, where applicable, will be required to comply with the procedures set forth in this directive. The City Administrator/Manager and or City Attorney, will be responsible for advising departments and supervisors on the disclosure of any and all health-related information. Additionally, Human Resources or its designee will be responsible for the education of City employees as well as representatives of the City where applicable, regarding new procedures set forth in this directive.

2. **Applicability** - This administrative directive shall apply to all City employees and representatives of the City where applicable.

3. Definitions

- A. ***The Health Insurance Portability and Accountability Act*** of 1996 is often simply referred to as ***HIPAA***. The act ensures the privacy of all protected health information (PHI). Additionally, the act ensures that such information be kept confidential and not be released to any party without the consent of the employee, or citizen if applicable, except where otherwise outlined by law.
- B. ***Protected Health Information (PHI)*** is defined as any information that identifies the individual(s) to whom the PHI pertains, could be used to identify the individual(s) to whom the PHI pertains, is created, received, or transmitted by a health plan, provider, clearing house or business associate, and or in any way relates to the past, present or future physical or mental health of the individual(s).
- C. ***Business Associates*** includes anyone the City enters into a contract with that may have access to protected health information (PHI).
- D. ***Qualified Recipients*** are defined as any recipients of Protected Health Information (PHI) who meet the guidelines set forth by the Department of Health and Human Services (DHHS). In order for a recipient to be considered a qualified recipient,

they must have adopted administrative procedures for the protection of PHI as outlined by the DHHS and meet the guidelines of a covered entity as outlined by the DHHS.

4. Scope

This directive establishes six (6) key expectations for the City of Venus:

- A. Procedures for preventing the wrongful disclosure of PHI, as well as audit procedures for those departments/divisions that have access to PHI.
- B. Provisions for the review of any business contracts where the business associate may have access to PHI.
- C. A training and education plan to inform all existing and new employees about these procedures and how they will be affected.
- D. The rights of employees and citizens, where applicable, regarding their PHI.
- E. Guidelines for amending these procedures as the DHHS hands down additional regulations or changes to existing regulations.
- F. No employee or representative of the City, where applicable, shall disclose the nature of a medical condition of an employee, their dependents, or a citizen through formal means such as meetings, newsletters, without the written consent of the person to whom the information pertains.

5. Procedures

This directive establishes the following procedures and guidelines for the HIPAA directive.

- A. The City Administrator/Manager and City Attorney, will identify any department/division that has access to, or may have access to PHI. In conjunction with that department/division(s), Human Resources will identify who may be allowed to have access to that information and under what circumstances, if any; that information may be disclosed and to whom that information may be disclosed.
- B. In coordination with the affected department/division(s), Human Resources will designate a Privacy Officer(s) who will have the responsibility of monitoring the activities of all disclosures for their area.
- C. Protected health information (PHI) will be kept separate from any other files pertaining to the employee and their performance, payroll documents, work history or any other job related information. Such PHI may not be used for any personnel related decisions such as compensation, benefits, promotions, or disciplinary actions.

- D. As outlined by the DHHS regulations, PHI will only be disclosed for the following reasons:
- i. **Treatment:** Protected health information (PHI) may be released to qualified recipients for the treatment of any condition related to a City of Venus benefit. These benefits include health, dental, vision, life, disability, employer assistance program and workers' compensation. The City will not release any information for any treatment outside of its benefits program.
 - ii. **Payment:** Protected health information (PHI) may be released to qualified recipients for the payment of any services related to a treatment provided under a City of Venus benefit.
 - iii. **Healthcare Operations:** Protected health information (PHI) may be released to qualified recipients that will allow the City to complete healthcare operations. For example, information may be released during the City's request for proposal process or bid process for the purpose of acquiring healthcare services.
- E. Protected health information (PHI) will not be released to the employee's family members unless they are covered by the benefit or have the written consent of the employee. The exception to this will be the spouses of employees with dependent minor children covered by the benefit. Protected health information (PHI) will not be released to the spouse of an employee or the employee of a covered spouse without the written consent of the person to whom the information pertains. Additionally, if a power of attorney designation has been made, information may be released to that individual. In the event of an emergency, the person designated as the emergency contact in official City personnel records for the employee, will be allowed access to PHI. The City will set procedures for positively identifying any attorney, dependents or relatives approved to request PHI on behalf of the employee.
- F. The City of Venus will not release any protected health information (PHI) through electronic means, such as faxes and emails, without the written consent of the employee unless it meets the Department of Health and Human Services (DHHS) guidelines regarding treatment, payment, or healthcare operations. The City will not release information to a third party for any reason not related to treatment, payment, or healthcare operations. In such instances, the information will only be released to the employee directly after giving written consent releasing the City of Venus from any liability.
- G. The City will set forth tracking and auditing procedures for the disclosures of all PHI. The information will include the type of disclosure, information disclosed, reason for disclosure, to whom the information was disclosed and the date of the disclosure.
- H. The City will include disclaimers regarding the use of PHI in all disclosures.
- I. Human Resources or its designee will be responsible for sending HIPPA compliance letters to all business associates with business related to the guidelines issued by DHHS.

- J. All applicable correspondence, consent forms, and acknowledgement forms will contain language stating the City's compliance with the DHHS regulations.
 - K. Detailed written procedures regarding the aforementioned requirements outlined by the DHHS will be kept in Human Resources, Fire and Police as applicable to the services and or benefits provided by those departments/divisions.
6. **Contracts** - Human Resources or its designee will review any contracts that may involve the use and/or disclosure of PHI. Proper verification will be made to ensure that the business associate with whom the contract is signed has taken appropriate action to protect any PHI, and that they are in compliance with DHHS regulations.
7. **Training and Education** - Human Resources or its designee will set up training and education guidelines to ensure that all City personnel, including supervisors, affected departments, and representatives of the City where applicable, are aware of their responsibilities under the new regulations. All current employees will be educated on the procedures affecting the release of PHI and they will give consent for the release of such information. Additionally, guidelines will be set to educate new employees, representatives of the City, and to update current employees regarding changes in regulations and amendments to current legislation.
8. **Rights of Employees** - As outlined by the DHHS regulations, employees have the following *rights* under the HIPPA legislation:
- A. Review a copy of his/her own PHI.
 - B. Receive confidential communications containing PHI.
 - C. Request restrictions on the uses and disclosures of certain types of PHI.
 - D. Request amendments to their person PHI.
 - E. Receive an accounting of any disclosures of PHI not used for the purposes of treatment, payment, or healthcare operations.
9. **Amendments to HIPAA Directive** - As part of the Department of Health and Human Services (DHHS) regulations, this directive may be amended at any time due to changes in corresponding City policy or by changes made by the DHHS. If at any time new state laws become stricter than the current federal legislation, this directive will be amended to reflect those laws. New procedures or amended procedures may be put into place as business associates and practices change. Human Resources will coordinate the training and education of any amendments to this directive.
- Complaints** - Any complaints about the violation of this directive or rights as described in the attached notice should be made to the Privacy Officer designated in Human Resources or other area. Additionally, complaints may be made to the Department of

Health and Human Services (DHHS).

Chapter 16

DEFINITIONS

Section 16-01: Definitions

Effective Date: 08/07/17

Age Harassment – Slurs, jokes and other verbal, non-verbal, or physical conduct directed toward an individual's age status, may constitute harassment when:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or
2. Has the purpose or effect of interfering with an individual's work performance.

Computer Software – The City of Venus purchases software necessary for conducting City business based on departmental roles and needs. Specialized software must be approved by the Information Technology. Unauthorized software is prohibited from being used by and/or installed on City computers or other related equipment. Employees and other users are prohibited from copying City-licensed software and violation of such software licensing laws is subject to civil and criminal penalties. Software may not be downloaded from the Internet without Information Technology's approval and appropriate preventative virus measures. Software should be registered in the name of the City of Venus.

City Premises - All City property, including vehicles, lockers, and parking lots.

City Property - All City owned or leased property used by employees such as vehicles, lockers, desks, closets, etc.

Controlled Substance - Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended. Copies are maintained for employee review by Personnel and Health Services.

Department Head refers to the person designated as the supervisor, manager or director of a department/division.

Disability Harassment – Slurs, jokes, or physical conduct directed towards an individual's disability status, may constitute harassment when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or
2. Has the purpose or effect of interfering with an individual's work performance.

Note: **Disability** means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual, as such term is defined in the American with Disabilities Act (ADA), 42 USC 12102; a record of such an impairment; or being regarded as having such an impairment. This would include, but not be limited to, an individual with sight impairment (blindness), hearing impairment

(deafness), medical conditions such as heart disease, epilepsy, muscular dystrophy, cancer, mental illness, alcoholism, HIV disease, and other physical and mental medical conditions, which are protected by Federal law.

Drug - A drug is any chemical substance that produces a physical, mental, emotional, or behavioral change in the user.

Drug Paraphernalia - Equipment, a product or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug or controlled substance.

Eligibility for Rehire - Employee terminated for violating a provision of this policy or procedures shall not be eligible for future employment with the City in any capacity.

Emergency Situations - It is recommended that employees who are confronted by, or who encounter an armed or dangerous person not attempt to challenge or disarm the individual. Employees should use his/her best judgment under the circumstances to avoid injury to themselves or others. If the employee can contact the police department, emergency assistance and/or a supervisor without endangering the safety of themselves or others, such notice should be given. Otherwise, the employee should remain calm, cooperate, follow the instructions given, provide good eye contact, and take all reasonable precautions to protect themselves and the lives of others.

Ethnic/Racial Harassment - Ethnic or racial slurs, jokes and other verbal or physical conduct relating to an individual's national origin or race, constitute harassment when this conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or
2. Has the purpose or effect of interfering with an individual's work performance.

Family Leave – Includes a request for leave: (1) because of the birth or adoption, including placement for foster care, of the employee's child and in order to care for the child, provided leave is taken within twelve (12) months of the birth, adoption, or placement of the child, (2) to care for the employee's spouse, child, or parent if the spouse, child, or parent has a serious health condition; or (3) for use by the employee for a personal, serious health condition that makes the employee unable to perform functions of his or her position. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Medical verification of such an event is required in all cases, including a seriously ill family member or the employee. In the event of an employee's serious medical condition, a doctor's release to return to work is required.

Fitness for Duty - To work in a manner suitable for the job. To determine "fitness", a medical evaluation may include drug and/or alcohol testing.

Hardware Ownership – Computer equipment provided for employees remains the property of the City of Venus. Personal computer hardware including printers, scanners, interface equipment, portable drives, camera, microphones, speakers, and other computer related equipment shall not be attached to or installed within computers or equipment owned, leased, and/or used by the City of Venus without the City Administrator/Manager approval. Any data, message, software, or other information stored on a City computer is the property of the City.

Human Resources - or designee refers to the person designated to supervise or represent Human Resources, or the person designated to act in his/her absence.

Illegal Drug - An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale, or transfer, manufacture or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

Individual With A Disability - A person with a physical or mental impairment which substantially limits one or more of the major life activities; a person with a record of such an impairment; or a person who is regarded as having such as impairment.

Involuntary Reserve Activation - (Order to active tour of duty) – is defined as being called to active duty and does not include voluntary activation.

Major Life Activities - Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. The duration or expected duration of the impairment and the actual or expected permanent or long-term impact of the impairment are factors that are considered when evaluating whether the impairment substantially limits a major life activity. For example; someone with a broken arm would not be a person with a disability because the impairment is temporary. On the other hand, someone whose arm was not treated properly and suffers a permanent condition because of this may be "disabled" under the Act.

Mental Impairment - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. It does not include sexual behavior disorders and psychoactive substance disorders resulting from CURRENT substance abuse.

Military Leave - is defined as leave to be used solely for fulfilling a military obligation that does not exceed fifteen (15) days.

Miscellaneous - The City of Venus has the right to search any areas on premises under City control for evidence of prohibited conduct and/or for weapons, including, but not limited to, computers, electronic mail, Internet records, lockers, furniture, containers, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal toolboxes or tool kits, parking lots, City vehicles and personal vehicles parked on City premises. If appropriate or if probable

cause of a crime exists, the City may contact the City Police to conduct individual searches of employees. All employees are expected to fully cooperate with the investigation into any incidents. Failure to cooperate with an investigation may result in adverse employment action against the employee, up to, and including termination of their employment with the City.

Municipal Facilities - Any Building or structure owned or operated by the City.

Physical Impairment - Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems. For example, individuals with arthritis, cerebral palsy, epilepsy, multiple sclerosis, HIV, cancer, heart disease, or diabetes, may be considered persons with “physical impairments”.

Reasonable Cause/Reasonable Suspicion - Supported by evidence strong enough to establish that a policy violation has occurred.

Religious Harassment – Religious slurs, jokes, and other verbal or physical conduct relating to one’s religious beliefs, constitute harassment when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or
2. Has the purpose or effect of interfering with an individual’s work performance.

Reporting procedures - It is a matter of priority that law enforcement officials be notified as soon as feasible of any situation that has the potential for immediate danger to the safety of an employee or any person. Such situations may include, but are not limited to:

1. Causing or attempting to cause physical injury to another person;
2. Possession of a weapon while on City property or while on City business without proper authorization;
3. Expressing an intent to cause immediate physical harm; or
4. Intentional destruction or threat of immediate destruction of City property or another person’s personal property.

Any potentially dangerous situation must be reported immediately to a supervisor, department director as well as Human Resources and the City Administrator/Manager. Reports should be made regardless of whether the potential dangerous person is a co-worker or non-employee. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. Supervisors are required to document all threats, innuendos, or perceived threats as these are reported. All reports will be investigated administratively or criminally, whichever applies. This policy does not prevent employees from directly notifying law enforcement officials of potentially dangerous situations.

Sexual Harassment – Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual;
3. Such conduct has the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment. Examples include:
 - Unwelcome sex oriented verbal "kidding";
 - Unwelcome teasing or jokes;
 - Subtle pressure for sexual activity;
 - Physical contact such as patting, pinching or constant brushing against another's body; or
 - Demands for sexual favors.

Supervisor - refers to the person (s) responsible for hiring employees, administering performance evaluations, and implementing disciplinary action.

Supervisor's Manager - refers to the person to whom the employee's direct supervisor reports.

Supervisory and Management Personnel - refers to persons designated as supervisors, managers, department heads as well as the City Administrator/Manager who has the full authority to hire, issue and or approve disciplinary action.

Testing - Is generally defined as a urine, breath, blood, or hair follicle test to determine chemical or drug content. Any employee may be tested for drug or alcohol use when there is "reasonable cause/reasonable suspicion" that:

1. use of a substance is affecting performance or,
2. the employee is engaged in any of the prohibited acts or activities listed in this policy

Tobacco Products - Any product, tobacco based, including smokeless tobacco, used for the purpose of smoking, dipping, or chewing. This definition shall also include cigars, pipes, e-cigarettes, snuff and chewing tobacco.

Under the Influence - A state of having a blood alcohol concentration in excess of the Texas state limit or more, where "alcohol concentration" has the meaning assigned to it in Texas Penal

Code 49.01 or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

Vehicle - Any car, truck, bus, or van, owned or operated, by the City of Venus, used for conveying persons, supplies, equipment, etc.

Violent Conduct or Behavior - Violent conduct or behavior: includes, but is not limited to:

1. Causing or attempting to cause physical injury to another person;
2. Possession of a weapon, as defined by the penal code, on one's person or vehicle while on City property without proper authorization;
3. Intentional destruction or threat of destruction of City property or another person's personal property;
4. Aggressive or hostile behavior which creates reasonable fear of injury to another person or subjects another individual to emotional distress;
5. Surveillance without proper authorization;
6. Stalking;
7. Making threatening remarks or expressing intent to do harm to another person;
8. Making veiled threats of physical harm or similar intimidation;
9. Expression of suicidal or homicidal intent or thoughts; and acting in a hostile manner, expressing unusual agitation or excitement that may be accompanied by incoherent and/or irrational behavior.