

JOE RUSSELL
RANDALL BUCK
LINDA HARRIS
SHELLEY CLOWER



JAMES BURGESS
GERONIMO HERNANDEZ
PHYLLIS LEWIS

Venus Community Service Development Corporation

Monday, February 8, 2021, 6:00 PM

Venus Civic Center
210 South Walnut Street
Venus, Texas 76084

AGENDA

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 is required and wearing a facial mask is required.**

Page

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

2. Public Comment Period

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Board.

3. Consent Agenda

3.1. Approval of meeting minutes for December 14, 2020.

3 - 5

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

I make a motion to approve consent agenda as presented.

4. Public hearing and consideration items

4.1. Untable, Discuss, and consider approval of resolution 04-2021-02 to purchase shade sail/canopy for Shanna Park and/or Fielder Park.

6 - 7

I make a motion to approve resolution No. 04-2021-02.

5. Adjourn

In accordance with Texas Government Code, Section 551.001, et seq. the Venus Community Development Corporation may recess into Executive Session (closed meeting) at any time during this meeting to discuss matters listed on the agenda or if any of the following matters should arise during the course of the meeting §551. Consultations with Attorney; §551.072 Deliberations regarding Real Property, §551.074 Personnel Matters, §551.076 Deliberations regarding Security Devices, §551.087 Deliberations regarding Economic Development Negotiations.

This is to certify that a copy of this Notice of Meeting was posted on the bulletin board of City Hall, 700 W Hwy 67, Venus TX, at a place readily accessible to the general public at all times, and to the City's website, **www.cityofvenus.org** , not less than 72 hours prior to the meeting.

Callie Green,
City Secretary

If you plan to attend the public meeting and have a disability requiring accommodation, please make your request at least 48 hours in advance of the meeting, if possible. To make arrangements call (972) 366-3348 and leave a message if it is after hours. Thank you.



Venus Community Service Development Corporation Minutes

Monday, December 14, 2020 at 6:30 PM

Venus Civic Center

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

Commissioner Russell called meeting to order at 6:03 P.M., gave invocation and lead Pledge of Allegiance.

Commissioners present: Joe Russell, Randall Buck, Linda Harris, Shelley Clower, James Burgess and Geronimo Hernandez.

2. Consent Agenda

- 2.1. Approval of meeting minutes of November 9, 2020.

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[11-09-2020.docx](#)

Commissioner Buck made a motion to approve the consent agenda. Seconded by Commissioner Burgess. For: Unanimous. Motion carried 6-0-0.

I make a motion to approve consent agenda as presented.

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Carried

4. Staff presentation

- 4.1. Presentation of FY 19-20 VCSDC Final Budget & Actual Report

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[1-FY 19-20 VCSDC Final Budget & Actual \(Unaudited\).pdf](#)

Finance Director, Cheryl Estes presented to Commissioners.

3. Public Comment Period

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Board.

No public comments.

5. Public Hearing

- 5.1. Conduct Public Hearing to consider the use of existing funds to perform improvements and provide equipment to Shanna Park and/or Fielder Park, specifically shade sails/canopy.
City Administrator, Andy Wolfe presented to Commissioners.

Staff Summary

On the direction of the VCSDC, staff has solicited estimates for a shade sail/canopy for Shanna Park.

[SUPERSPAN01.jpg](#) 

[Playground canopy Shanna.jpg](#) 

[Shade Canopy Quote.pdf](#) 

Open Public Hearing

Commissioner Russell opened the Public Hearing at 6:21 P.M.

No public comments.

Close Public Hearing

Commissioner Russell closed the Public Hearing at 6:22 P.M.

- 5.2. Consider, deliberate and act upon adopting Resolution 4-2020-12 to purchase shade sail/canopy for Shanna Park and/or Fielder Park.

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[1-Resolution 4-2020-12 Shade Canopies.pdf](#) 

Commissioner Hernandez made a motion to table item 5.2 to February 8, 2021. Seconded by Commissioner Burgess. For: Unanimous. Motion carried 6-0-0.

I make a motion to approve Resolution 4-2020-12 as presented.

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Carried

- 5.3. Consider, deliberate and act upon amending the VCSDC FY 20-21 Budget.

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[1-Agenda Item Report - FY 20-21 VCSDC Budget Amendment.pdf](#) 

[2-Resolution 5-2020-12 FY 20-21 VCSDC Budget Revision.pdf](#) 

Commissioner Buck made a motion to approve Resolution No. 5-2020-12 amending the VCSDC FY 20-21 budget. Seconded by Commissioner Hernandez. For: Unanimous. Motion carried 6-0-0.

I make a motion to approve Resolution 5-2020-12 amending the VCSDC FY 20-21 Budget as presented.

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Carried

6. **Adjourn**

Commissioner Russell adjourned the meeting at 6:30 P.M.

President

City Secretary



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Letter of Warranty Shade Structure

Warranty Start Date: Example
Presented To: Example
Project Name: Example
APS Job Number: Example
Product: Example
Trade: Playground Manufacturer
Issuer: Adventure Playground Systems, Inc.

Adventure Playground Systems, Inc. warrants that it will repair or replace (with the same or similar product) the product if a defect appears in the product due to defective materials or workmanship during the term of this warranty, subject to the Conditions of Warranty set out below.

Fabrics smaller than 40' length are conditionally warranted for five (5) years with a further 5 years prorated warranty.
Fabrics larger than 40' in length are conditionally warranted for five years only.
Steelwork is conditionally warranted for fifteen (15) years.

Conditions of Warranty

1. The term of this warranty is for so long as the purchaser remains the legal and beneficial owner of the premises and the products have remained on the premises at which they were originally installed.
2. To claim on this warranty you must have the product inspected by the manufacturer's agent and present a signed warranty to the agent. Repaired or replacement goods will be available from the agent.
3. This warranty does not cover any damage to the product caused or contributed to:
 - a) During or as a result of in proper installation.
 - b) By the misuse, willful or intentional damage, vandalism or action of any person other than the manufacturer.
 - c) By structural movement or external or internal impact.
 - d) By storms, cyclones, typhoons or other acts of God.
 - e) By use in proximity to an activity that results in corrosive products or by-products.
 - f) By loads in excess of design parameters caused by ice, snow or wind.
 - g) By the neglect of maintenance, repair, and or service inconsistent with the manufacturers written care and maintenance instructions provided with this warranty.
4. This warranty is not transferable and may only be enforce by the original purchaser.
5. This warranty shall only be valid:
 - a) If the products were initially installed in accordance with the manufacturer's current installation instructions at the time of installation.
 - b) If the customer has paid in full for the products, and
 - c) On presentation of this form of warranty, duly signed by the manufacturer or his agent.
6. Where and to the extent that the manufacturer is entitled by law to limit its liability for breach of any condition or warranty implied by statute or regulation such liability will be limited to the manufacturer's obligations under this



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Warranty. Where such limitation is not permitted then to the extent permitted the manufacturer's liability will be limited to, in its discretion, any one of the following:

- a) Replacement of the products
- b) Supply of equivalent products
- c) Repair of the products

- 7. The repair of replacement goods will be pro-rated to the warranty period.
- 8. The expense incurred in connection with making a claim that this warranty should be honored is to be born by the purchaser. All labor for the removal, assembly and or freight will be additions to the purchaser's account and the warranty will only be applicable to the repair or replacement of the defective material.
- 9. The benefit to be conferred by this warranty is in addition to all other rights and remedies conferred upon the customer in law unless otherwise limited or excluded.

James G. Contreras
President

Date