

JAMES BURGESS

Mayor

JEANNIE PRAZAK

Councilmember Place 1

LINDA HARRIS

Councilmember Place 2



JEANIE SCOTT

Councilmember Place 3

GERONIMO HERNANDEZ

Councilmember Place 4

PHYLLIS LEWIS

Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center

210 South Walnut Street

Venus, Texas 76084

Monday, January 11, 2021 7:00 PM

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 is required 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:

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

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. Consent Agenda:

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

- 4.1. Approval of meeting minutes for City Council regular meeting on December 14, 2020. 7 - 15

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

- 4.2. Ratifying the payment of bills for the month of Jan 11 2021 16 - 27

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

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

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Ron Hearn: [Master Monthly Report - December 2020.pdf](#)  28

Month of December report - Report of monthly response statistics.

- 5.2. Public Works - Andy Wolfe: [Staff Report 1 6 21 - Copy - Copy.docx](#)  29 - 31

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

- 5.3. Police Department Monthly Report - [VPD December 2020 Monthly Report \(1\).pdf](#)  32

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 33

[Venus Fuel Stop.jpg](#) 

- 5.6. Finances - Cheryl Estes: Budget & Actual Reports - Three 34 - 46

Months Ended December 31, 2020

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

[Sales Tax History.pdf](#) 

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. 47 - 48

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



Staff summary - Hilltop Securities

Open Public Hearing

Close Public Hearing

- 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. 49 - 63

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

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

- 6.3. Discuss, consider and act upon the Quarterly Investment Report for Quarter Ended December 31, 2020. 64 - 68
- [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.
- 6.4. Discuss, consider and act upon Resolution No. 39-2021-01 authorizing signatures for all banks and financial institutions. 69 - 71
- [Agenda Item Report - Bank Signatories.docx](#)  [Resolution No. 39-2021-01.docx](#) 
- I make a motion to approve Resolution No. 39-2021-01.
- 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. 72 - 80
- [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.
- 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. 81 - 90
- [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.
- 6.7. Discuss and Consider authorizing the Mayor to sign a Professional Services Reimbursement Agreement with Wall 91 - 102

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.

- 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.

103 - 111

[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.

7. Adjournment

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

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org, Friday, January 8, 2021 by 5:00 P.M..

Callie Green,
City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 972-366-3348, ext. 211 or visit the City of Venus web site at www.cityofvenus.org. This building is wheelchair accessible. Any requests for Interpretive

Services must be named 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348 .



City Council Minutes
Monday, December 14, 2020 at 7:00 PM
Venus Council Chambers

Page

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

Mayor Burgess called meeting to order at 7:00 P.M., gave invocation and lead Pledge of Allegiance.

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

Staff Present: Andy Wolfe, Cheryl Estes, Callie Green, James Groom, Ruth Babel, Timothy Dunn, and Johnny Coker.

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 wished everyone a Merry Christmas and a Happy New Year. Mayor also welcomed Mrs. Phyllis Lewis to the City Council.

3. 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.

- 3.1. Approval of meeting minutes for City Council regular meeting on November 9, 2020.

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- 3.2. Approval of meeting minutes for City Council Special called meeting on November 17, 2020. # - #

[City Council - November 17, 2020 - Minutes - Pdf](#) 

- 3.3. Ratifying the payment of bills for the month of November 2020 # - #

[November 2020 Checks.pdf](#) 

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

Moved By: Jeannie Prazak

Seconded By: Linda Harris

For: Unanimous. Motion Carried 5-0-0.

4. 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.

5. Staff Reports, Presentations and Proclamations:

- 5.1. Fire Department - Ron Hearn: # - #

[Copy of Master Monthly Report VFD .pdf](#) 

- 5.2. Public Works - Johnny Coker: # - #

Update on pothole repair / Water and Sewer Projects / Meter Replacement

[Staff Report 12_14_20 - Copy.docx](#) 

- 5.3. Police Department -James Groom: # - #

PD stats and notable events for November 2020

[VPD November 2020 Monthly Report.pdf](#) 

- 5.4. City Administration- Andy Wolfe: # - #

Retirement of Darrell Cook, Retirement of Marla King, Flagpoles installed at City Hall, CR 109 completed

[flags.jpg](#) 

5.5. Finances - Cheryl Estes:

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[1-FY 19-20 Final Budget & Actual Reports \(Governmental Funds\).pdf](#)

 [2-Capital Project Funds \(Life-To-Date\).pdf](#)  [3-CNB Bank Letter Concerning City Collateral.pdf](#) 

5.6. Planning & Development - Andy Wolfe

Update on Venus Parkway, Venus Fuel Stop, and Palladium

Presentation and discussion only on above listed staff reports.

6. Public Hearing and Consideration Items

6.1. Presentation of potential JMJ developments - Chris Matzke

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[Venus City Council Presentation JMJ.pdf](#) 

Chris Matzke presented to Council. Proposing three master planned developments.

6.2. Conduct a Public Hearing on land use assumptions and capital improvements plan relating to the possible adoption of impact fees

Staff Summary

Craig Kerkhoff - BHC will be presenting and available for questions. Was not present.

[Land Use Assumptions CIP-Draft.pdf](#) 

City Administrator, Andy Wolfe presented to Council.

Open Public Hearing

Mayor opened Public Hearing at 8:18 P.M.

No public comments.

Close Public Hearing

Mayor closed the Public Hearing at 8:20 P.M.

- 6.3. Discuss and consider approval of land use assumptions and capital improvements plan under which an impact fee may be imposed as recommended by the Capital Improvements Advisory Committee

I make a motion to approve the land use assumptions and capital improvement plan as recommended by the Capital Improvements Advisory Committee.

Moved By: Jeannie Prazak

Seconded By: Linda Harris

For: Unanimous. Motion Carried 5-0-0.

- 6.4. Conduct Public Hearing on proposed voluntary annexation by the City of Venus, Texas of certain property: Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas.

Staff Summary

In the November 9th, 2020 council meeting, city council considered and approved Resolution No. **35-2020-11**, granting a petition for annexation. This item is the public hearing for the Bankston property annexation.

City Administrator, Andy Wolfe presented to Council.

Open Public Hearing

Mayor opened Public Hearing at 8: 24 P.M.

No public Comments.

Close Public Hearing

Mayor closed the Public Hearing at 8: 26 P.M.

- 6.5. Discuss and consider Ordinance 718-2020-12 Annexing the hereinafter described territory known as Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract

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499, Johnson County, Texas, extending the boundary limits of the City so as to include the described property, and adopting a Service Plan.

[ORD No. - Bankston Vol. Annexation final.pdf](#) 

I make a motion to approve Ordinance No. 718-2020-12 Annexing the hereinafter described territory known as Johnson CAD ID 126.0499.00080, generally located at the southwest corner of FM 1807 and CR 213 and being an approximate 24.47 acre tract of land situated in the Moses Lapham Survey, Abstract 499, Johnson County, Texas, extending the boundary limits of the City so as to include the described property, and adopting a Service Plan.

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Moved By: Geronimo Hernandez

Seconded By: Jeanie Scott

For: Unanimous. Motion Carried 5-0-0.

- 6.6. Consider, deliberate and act upon Ordinance No. 716-2020-12 of the City of Venus, Texas, amending the Venus Code of Ordinances, Sections 10-167, Application for Permit and Fees, and 10-169, Inspections, to revise regulations for inspections of a mobile food unit; providing for a savings and severability clause; providing for a repealer clause; and providing an effective date.

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[716-2020-12 - Food Truck](#) 

I make a motion to approve Ordinance No. 716-2020-12.

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Moved By: Jeannie Prazak

Seconded By: Jeanie Scott

For: Unanimous. Motion Carried 5-0-0.

- 6.7. Discuss, consider and act upon Ordinance No. 717-2020-12 granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Venus, Johnson County and Ellis County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public right-of-

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ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.

[Venus 2020 redline v4 \(clean\) ATMOS.doc](#) 

I make a motion to approve Ordinance No. 717-2020-12 as presented.

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Moved By: Linda Harris

Seconded By: Jeannie Prazak

For: Unanimous. Motion Carried 5-0-0.

- 6.8. Discussion and Act upon an ordinance of the city of Venus, Texas adopting Article II (special events) of Chapter 24 (streets, sidewalks and other public properties) of the city of Venus code of ordinances to establish regulations for special events; providing a purpose and definitions; providing for a special event permit and exemptions; providing for a special event permitting process; providing for regulations to protect the public health and safety; providing for the revocation, termination and appeal of a special event permit; providing for an application fee; providing for operating procedures; providing for a savings and severability clause; providing for a repealer clause; providing for a penalty of a fine not to exceed the sum of two thousand (\$2,000.00) dollars; and providing for an effective date.

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[714-2020-12 Venus - Special Event Ordinance v10.docx](#) 

I make a motion to approve Ordinance 714-2020-12 with change definition of nonprofit organizations to all 501 (c) entities and add to the definitions of special event operation of a hayride on public property or streets.

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Moved By: Phyllis Lewis

Seconded By: Linda Harris

For: Unanimous. Motion Carried 5-0-0.

- 6.9. Discuss, consider and act upon approving Resolution 37-2020-12 to enter into a capital lease contract with Government Capital Corporation for \$239,783 to finance four (4) 2021 Chevrolet Tahoes with Metro Emergency Upfitters Police Equipment.

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[1-Agenda Item Report - GCC Capital Lease.pdf](#)  [2-Resolution 37-2020-12.pdf](#)  [4-GCC Lease Offer.pdf](#)  [5-Vance Chevrolet Lease Offer.pdf](#) 

I make a motion to approve Resolution No. 37-2020-12 as presented.

-

Moved By: Linda Harris

Seconded By: Jeannie Prazak

For: Unanimous. Motion Carried 5-0-0.

- 6.10. Discuss, consider and act upon approving pay-off of promissory note between the City and Longhorn Locker Company by using \$147,985 of unassigned fund balance of the City's General Fund.

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[1-Agenda Item Report - Longhorn Locker Promissory Note Payable.pdf](#)  [2-Longhorn Locker Promissory Note Payable.pdf](#) 

I make a motion to approve the pay-off of promissory note between the City and Longhorn Locker Company by using \$147,985 of unassigned fund balance of the City's General Fund.

-

Moved By: Linda Harris

Seconded By: Jeannie Prazak

For: Unanimous. Motion Carried 5-0-0.

- 6.11. Election of Mayor Pro Tem.

I make a motion to appoint councilmember Jean Toland-Scott as Mayor Pro Tem.

Moved By: Geronimo Hernandez

Seconded By: Phyllis Lewis

For: Hernandez, Lewis and Scott. Abstain: Prazak and Harris. Motion Carried 3-0-2.

- 6.12. Discuss, consider and act upon appointing a Commissioner to the Venus Community Service Development Corporation to.

I make a motion to appoint Phyllis Lewis as a Commissioner to the Venus Community Service Corporation.

Moved By: Geronimo Hernandez

Seconded By: Jeannie Prazak

For: Hernandez, Prazak, Harris, Lewis. Abstain: Scott.

Motion Carried 4-0-1.

- 6.13. Discuss and consider adoption of a Resolution of the City of Venus, Texas determining the costs of certain authorized improvements to be financed through the Brahman Ranch Public Improvement District No. 1; approving a Preliminary Service Plan and Assessment Plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for January 11, 2021 to consider an Ordinance Levying Assessments on property located within the Brahman Ranch Public Improvement District No. 1; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto.

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[38-2020-12 Resolution Determining Costs v1.docx](#) 

I make a motion to approve Resolution No. 38-2020-12

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Moved By: Jeannie Prazak

Seconded By: Linda Harris

For: Unanimous. Motion Carried 5-0-0.

7. Executive Session:

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (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. and SECTION 551.074, THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING:

Mayor adjourned public meeting at 9:50 P.M.

7.1. 551.074 (personnel matters) - City Secretary Review.

7.2. 551.074 (personnel matters) - Discuss, consider and give direction on the Community Development Director position - James Groom

7.3. Reconvene into Open Session

Mayor Burgess reconvened into open session at 10:58 P.M.

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

No action taken on above listed Executive Sessions.

8. Adjournment

Mayor adjourned at 10:59 P.M.

Mayor

City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,185.03
			TMRS RETIREMENT	275.69
			TMRS RETIREMENT	3,378.18
		U. S. TREASURY	FEDERAL WITHHOLDING	3,927.57
			FEDERAL WITHHOLDING	4,274.92
			FICA WITHHOLDING	2,664.90
			FICA WITHHOLDING	244.17
			FICA WITHHOLDING	2,835.98
			MEDICARE WITHHOLDING	623.23
			MEDICARE WITHHOLDING	57.11
			MEDICARE WITHHOLDING	663.24
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	207.69
			CASE #0011334214-11305	207.69
			CASE #00124129473254854551	267.50
			CASE #00124129473254854551	267.50
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	271.76
			UNUM LIFE PREMIUMS 2021-01	222.53
		CITIBANK	GROOM	4,843.07
			WOLFE	2,895.34
			ESTES	1,583.28
			COKER	2,821.18
			GREEN	100.00
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C	NOVEMBER 2020	87.00
			NOVEMBER 2020	244.50
			NOVEMBER 2020	62.40
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	4,719.83
			TOTAL:	40,931.29
NON-DEPARTMENTAL	GENERAL FUND	MISC VENDOR CRAFCO INC	STREET PATCH TRUCK	43,465.00
			ANNUAL PRINCIPAL PAYMENT	43,433.19
		LONGHORN LOCKER CO, LLC	ANNUAL INTEREST PAYMENT	12,442.15
			NOTE PAY-OFF BALANCE	147,984.48
		PRECISION SPECIALTY CONSTRUCION	NEW OFFICE IN ADMIN AREA	3,700.00
			NEW OFFICE IN ADMIN AREA	3,700.00
			TOTAL:	254,724.82
		TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	472.13
			TMRS RETIREMENT	30.78
			TMRS RETIREMENT	472.13
PLANNING & DEVELOPMENT GENERAL FUND		U. S. TREASURY	FICA WITHHOLDING	264.97
			FICA WITHHOLDING	18.10
			FICA WITHHOLDING	264.97
			MEDICARE WITHHOLDING	61.97
			MEDICARE WITHHOLDING	4.23
			MEDICARE WITHHOLDING	61.97
		MIDLOTHIAN MIRROR	ZONING	255.44
			PATRIOT ESTATES 6B	160.00
			PATRIOT ESTATES 8	1,600.00
		BUREAU VERITAS NORTH AMERICA, INC	PALLADIUM APTS.	2,300.00
			303 S HICKORY	160.00
			340 CLIFF RIDGE LN	76.92
			753 HARVEST MOON DR	2,193.74
			745 HARVEST MOON DR	2,193.74
			748 HARVEST MOOD DR	885.21
			752 HARVEST MOON DR	885.21
			756 HARVEST MOON DR	885.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			736 HARVEST MOON DR	885.21
			732 HARVEST MOON DR	885.21
			740 HARVEST MOON DR	922.17
			744 HARVEST MOON DR	885.21
			211 OCELOT LN	1,409.37
			131 HARLEY MEADOWS CIR	848.25
			462 E HWY 67	800.00
			729 HARVEST MOON DR	2,193.74
			733 HARVEST MOON DR	2,193.74
			737 HARVEST MOON DR	2,193.74
			741 HARVEST MOON DR	2,193.74
			462 E HWY 67	879.89
			749 FALLOW DR	885.21
			2020 MOBILE VENDOR	200.00
			507 W 5TH ST	76.92
			183 PRESIDENTS WAY	349.89
			101 JEFFERSON DR	76.92
			229 LIBERTY LN	653.37
			227 LIBERTY LN	707.13
			190 LIBERTY LN	690.33
			235 LIBERTY LN	707.13
			233 LIBERTY LN	653.37
			231 LIBERTY LN	690.33
			202 LIBERTY LN	653.37
			237 LIBERTY LN	834.81
			204 LIBERTY LN	959.13
			225 LIBERTY LN	834.81
			223 LIBERTY LN	707.13
			184 LIBERTY LN	707.13
			219 LIBERTY LN	959.13
			124 JEFFERSON	117.15
			1100 FM 1807	76.92
			217 LIBERTY LN	653.37
			215 LIBERTY LN	690.33
			213 LIBERTY LN	959.13
			188 LIBERTY LN	834.81
			186 LIBERTY LN	653.37
			180 LIBERTY LN	959.13
			101 BUSH DR	834.81
			164 WASHINGTON WAY	117.15
			194 LIBERTY LN	653.37
			182 LIBERTY LN	834.81
			192 LIBERTY LN	707.13
			208 KENNEDY DR	160.00
			221 LIBERTY LN	690.33
			118 HANCOCK ST	76.92
			725 HARVEST MOON DR	1,328.73
		BIRKHOFF,HENDRICKS & CARTER, LLP	PATRIOT ESTATES 6B	263.91
			HARPER CATTLE ANNEXATION	523.04
			PATRIOT ESTATES PHASE 8	1,356.60
			HERITAGE HILLS PHASE 1	102.63
			GRAND PRAIRIE ETJ SWAP	196.14
			BRAHMAN RANCH	102.63
			PALLADIUM	205.26
			HERITAGE HILLS PHASE 2	231.85
			PATRIOT ESTATES PHASE 9	886.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MESSER, ROCKEFELLER, & FORT , PLLC	PLANNING/ZONING/DEVELOPMEN	2,184.50
			JMJ DEVELOPMENT	988.00
			Planning/Zoning/Developmen	828.50
			BOA Variance-Patriot Estat	532.00
			P&Z	836.00
			JMJ Development	247.00
			W/S Legal Counsel	133.00
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	6,206.33
			TOTAL:	67,054.37
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	966.00
			TMRS RETIREMENT	109.63
			TMRS RETIREMENT	1,239.12
		U. S. TREASURY	FICA WITHHOLDING	546.18
			FICA WITHHOLDING	64.48
			FICA WITHHOLDING	706.83
			MEDICARE WITHHOLDING	127.74
			MEDICARE WITHHOLDING	15.11
			MEDICARE WITHHOLDING	165.31
		CENTRAL APPRAISAL DISTRICT	1ST QTR 2021- APPRAISAL SE	5,019.35
		AT&T MOBILITY	OCT 20- NOV 19	328.74
		FRONTIER ACCESS LLC	MONTHLY GARBAGE	89.36
		CINTAS	CITY HALL MATS	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
			MATS FOR CITY HALL	28.11
		BROADVOICE	SERVICE 12/8/20-1/07/21	153.70
			SERVICE 12/8/20-1/07/21	25.00
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	205.80
			UNUM LIFE/STD/LTD	215.62
		LORETTA S. MILLER	CLEANING SERVICES 12/3/202	100.00
			GYM	25.00
			CLEANING SERVICES 12/9/202	100.00
			CLEANING ON 12/16/2020	100.00
			CLEANING ON 12/16/2020	25.00
			CITY HALL	100.00
		AMERIFLEX	HRA ADMIN FEES X 25 EMPLOY	125.00
		XEROX FINANCIAL SERVICES	XEROX LEASE PAYMENT	129.00
		SYMONDS FLAGS & POLES INC	FLAGS@ ADMIN BUILDING	358.00
		FTDJ, LLC	MONTHLY IT & MIRCOSOFT	882.00
		PITNEY BOWES, INC--MAINTENANCE	SOLUTION FOR THE MACHINE	45.20
		PITNEY BOWES PURCHASE POWER	POSTAGE REFILL	499.00
		TML RISK POOL	SEQUAO COVERAGE	257.00
			SEQUAO COVERAGE	216.00
		TEXAS WORKFORCE COMMISSION	TWC 2020-4TH QUARTER	41.88
		WALMART	SUPPLIES FOR CITY HALL KIT	28.19
			COTS-PROPANE FOR GRIDDLE	43.82
			COTS-GRIDDLE FOR PANCAKE B	297.00
			COTS-INGREDIENTS FOR PANCA	58.23
			COTS-SUPPLIES FOR PANCAKE	41.45
		TEXAS SOCIAL SECURITY PROGRAM	SECTION 218 AGREEMENT	35.00
		MIDLOTHIAN MIRROR	NOTICE OF GENERAL ELECTION	251.28
			ORD# 714-2020-12	133.12
		JOHNSON COUNTY CLERK-RECORDING SECTION	ESCROW ACCOUNT - FILING FE	500.00
		HALLMAN EQUIPMENT RENTAL, INC	DITCH TRENCHER	102.52
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	258.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BNSF RAILWAY COMPANY	PERMIT ALREADY PAID CHK 03	3,700.00-
		CAREFLITE	23 EMPLOYEES @ \$12/EMP	276.00
			ADD S. LUTTRELL	12.00
		WEX BANK	ADMIN FUEL	56.78
			LATE - MAILED 11/20 POST 1	385.91
		GEXA ENERGY	11/03/20 - 12/03/20	415.81
		CARENOW CORPORATE	LUTTRELL	45.00
			COVID TESTING-BABEL	210.00
			COVID TESTING-KING	210.00
			COVID TESTING-SHEPPARD	210.00
			COVID TESTING-SHELLEY X 4	840.00
			COVID TESTING-SMITH	210.00
		NATIONAL TELESYSTEMS, INC.	QUARTERLY PHONE MAINTENANC	30.75
		USPS - P O BOX 380 FEE PAYMENT	ANNUAL RENEWAL FEE	150.00
		COAST TO COAST COMPUTER PRODUCTS INC	ANDY'S PRINTER	99.99
			MARLA'S PRINTER	169.98
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	4,951.62
		ELLIS COUNTY ELECTIONS	SHARED COSTS	213.75
		MESSER, ROCKEFELLER, & FORT , PLLC	GENERAL COUNSEL	3,158.50
			JOHNSON CO LAWSUIT	57.00
			General Counsel	7,897.05
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	15,993.44
			TOTAL:	46,736.43
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	2,544.02
			TMRS RETIREMENT	185.93
			TMRS RETIREMENT	2,630.17
		U. S. TREASURY	FICA WITHHOLDING	1,380.54
			FICA WITHHOLDING	109.35
			FICA WITHHOLDING	1,431.21
			MEDICARE WITHHOLDING	322.87
			MEDICARE WITHHOLDING	25.58
			MEDICARE WITHHOLDING	334.72
		AT&T MOBILITY	CELL PHONES/AIR CARDS	660.22
		C.S. LEE TIRE & AUTO SVC #5	TIRES IN INVENTORY	1,633.72
		BROADVOICE	SERVICE 12/8/20-1/07/21	153.70
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	427.83
			UNUM LIFE/STD/LTD	395.70
		LORETTA S. MILLER	CLEANING SERVICES 12/3/202	100.00
			CLEANING SERVICES 12/9/202	100.00
			CLEANING ON 12/16/2020	100.00
			POLICE	100.00
		COURIE BRYANT	14.5 HOURS @40 PH	580.00
			FUEL COST. 88 MILES @ .60	52.80
		XEROX FINANCIAL SERVICES	XEROX LEASE PAYMENT	99.00
		H & E AUTO INC	TUNE/UP OIL CHANGE #8746	350.00
			OIL CHANGE # 6795	50.00
		FTDJ, LLC	MONTHLY IT & MIRCOSOFT	882.00
		SAFARILAND GROUP, LLC	DUTY GEAR	241.50
		TEXAS WORKFORCE COMMISSION	TWC 2020-4TH QUARTER	39.79
		VENUS AUTO PARTS LLC	SPARE KEYS MADE	10.47
			VELCRO, BRACKET, ADHESIVE	12.36
		SYMBOL ARTS	BADGE STICKERS FOR KIDS	610.00
		JOHNSON COUNTY TREASURER	NOV 2020 INMATE	50.71
		VENUS MOBILE 1	UNIT #6795	132.89
			INSPECTION # 8746	25.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INSPECTION # 6795	25.50
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	258.74
		WEX BANK	POLICE FUEL	1,778.10
			MONTHLY SERVICE FEE	14.99
			REBATE	65.96-
		GEXA ENERGY	11/03/20 - 12/03/20	470.17
		NATIONAL TELESYSTEMS, INC.	QUARTERLY PHONE MAINTENANC	30.75
		FRONTIER COMMUNICATIONS	PD FAX LINE	90.97
		JASON GORDON	BOOT REIMBURSEMENT	150.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	10,633.19
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	<u>34,635.59</u>
			TOTAL:	63,794.62
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	198.01
			TMRS RETIREMENT	37.73
			TMRS RETIREMENT	198.01
		U. S. TREASURY	FICA WITHHOLDING	115.71
			FICA WITHHOLDING	22.20
			FICA WITHHOLDING	115.71
			MEDICARE WITHHOLDING	27.06
			MEDICARE WITHHOLDING	5.19
			MEDICARE WITHHOLDING	27.06
		BILL J. SCOTT	MONTHLY SERVICES	800.00
			MONTHLY SERVICE	800.00
		AT&T MOBILITY	OCT 20- NOV 19	38.25
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	55.55
			UNUM LIFE/STD/LTD	34.08
		FTDJ, LLC	MONTHLY IT & MIRCOSOF	882.00
		TYLER TECHNOLOGIES	ANNUAL FEES 02/01/21-01/31	1,484.57
			BRAZOS SETUP & CONFIGURATI	250.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	708.91
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	<u>3,171.89</u>
			TOTAL:	8,971.93
FIRE DEPARTMENT	GENERAL FUND	GEXA ENERGY	11/03/20 - 12/03/20	<u>141.47</u>
			TOTAL:	141.47
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	615.60
			TMRS RETIREMENT	51.07
			TMRS RETIREMENT	547.21
		U. S. TREASURY	FICA WITHHOLDING	357.52
			FICA WITHHOLDING	30.05
			FICA WITHHOLDING	317.28
			MEDICARE WITHHOLDING	83.61
			MEDICARE WITHHOLDING	7.03
			MEDICARE WITHHOLDING	74.20
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM SYSTEM	49.99
			12/14/20 - 01/13/21	49.99
		AT&T MOBILITY	OCT 20- NOV 19	127.93
		FRONTIER ACCESS LLC	MONTHLY GARBAGE	118.96
		CINTAS	MATT INSULATRED OVERALLS	129.79
			WEEKLY SERVICE	25.66
			WEEKLY SERVICE	25.66
			UNIFORMS	24.93
			UNIFORMS	24.93
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	125.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		U & D ENTERPRISES	UNUM LIFE/STD/LTD	101.64
		MASS NOTIFICATION SERVICES, INC.	CRACK SQUEEGEES	209.76
		FEDEX FREIGHT	REPLACE BATTERIES, CLEAN C	3,510.80
		LOWES BUSINESS ACCT/SYNCE	FREIGHT CHARGE ON MOWER TR	35.96
			HOES	34.16
			COTTER/HITCH PINS	4.63
			GREASE GUN	15.18
			PAINT STRAINERS	12.08
		TML RISK POOL	MOBILE EQUIPMENT	30.50-
		TEXAS WORKFORCE COMMISSION	TWC 2020-4TH QUARTER	20.52
		TXU ENERGY	STLG 1 78924SD	1,214.15
			STLG 2 61834SD	145.15
			STLG-C LE 22287LE	1,028.97
			STLG-C LE 141-180	144.90
		VENUS AUTO PARTS LLC	OIL DIP STICK	15.00
			BATTERY	52.95
			plastic weld	5.99
			b12 carb cleaner	5.49
			B-12 CHEMTOOL	29.99
			FOR WACKER PACKER	59.95
			SHOP VAC FILTERS	31.98
			AIR FRESHNER	3.49
			5/8 STEEL DRILL BIT	17.99
			DOOR KNOB ASSEMBLY	9.99
			HYDROLOIC OIL	89.97
			BOTLS & D RING	14.78
			AIR/OIL FILTERS, SPARK PLU	54.40
			KEYS	29.85
			RV ANTIFREEZE	9.98
			KEYCHAIN CLIPS	21.73
			80W90 GEAR OIL	41.94
			FLUSH LEVER FOR OLD SHOP	4.99
			JOBOX HANDLE	16.99
			HITCH PIN FOR TRAILER	3.85
		TRACTOR SUPPLY CO.	PROPANE TANK	74.99
			LEAF BLOWER	229.98
			TARP/5 GAL GAS CAN	104.98
		PRAXAIR DISTRIBUTION INC	ACETYLENE GAS CYLINGER	63.35
		PROFESSIONAL COATING TECHNOLOGIES, INC	MAINTAINING PATCH TRAILER	59.95
		COSPER TRACTOR	HYD. OIL FILTER FOR LS TRA	49.57
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157	27.53
		NTTA	TRAVEL TO TAKE CDL TEST	13.87
		GEXA ENERGY	11/03/20 - 12/03/20	538.21
		FRONTIER COMMUNICATIONS	12/13/20 - 01/12/21	156.48
			PW LANDLINE	156.48
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	2,427.12
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	8,602.64
			TOTAL:	22,260.50
NON-DEPARTMENTAL	CPF-2020 BOND PROC BIRKHOFF,HENDRICKS & CARTER, LLP	VENUS PARKWAY		6,799.71
		TOTAL:		6,799.71
NON-DEPARTMENTAL	CPF-LGI/PE SEWER F LGI HOMES- TEXAS, LLC	REFUND INITIAL ESCROW OVER		98,870.53
		TOTAL:		98,870.53
NON-DEPARTMENTAL	CPF-LGI/PE SEWER F TML RISK POOL	BNSF GL LIMIT INCREASE		209.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BNSF RAILWAY COMPANY	BNSF WAIVER OF SUBROG	35.00
			LGI/PE SERE FORCE MAIN	3,700.00
			LGI/PE SEWER FORCE MAIN	<u>1,266.00</u>
			TOTAL:	5,210.00
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	87.67
			TMRS RETIREMENT	8.82
			TMRS RETIREMENT	87.67
		U. S. TREASURY	FEDERAL WITHHOLDING	70.71
			FEDERAL WITHHOLDING	70.71
			FICA WITHHOLDING	77.65
			FICA WITHHOLDING	7.81
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	1.83
			MEDICARE WITHHOLDING	<u>18.16</u>
			TOTAL:	526.84
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	132.01
			TMRS RETIREMENT	13.28
			TMRS RETIREMENT	132.01
		U. S. TREASURY	FICA WITHHOLDING	77.65
			FICA WITHHOLDING	7.81
			FICA WITHHOLDING	77.65
			MEDICARE WITHHOLDING	18.16
			MEDICARE WITHHOLDING	1.83
			MEDICARE WITHHOLDING	18.16
		AT&T MOBILITY	OCT 20- NOV 19	34.44
		KINGS GATE	SHANNA PARK SECURITY	4,501.77
			FIELDER PARK SECURITY	8,238.33
		FRONTIER ACCESS LLC	MONTHLY GARBAGE	88.64
		CINTAS	MARTY INSULATED OVERALLS	129.79
			WEEKLY SERVICE	4.15
			WEEKLY SERVICE	4.15
			UNIFORMS	4.15
			UNIFORMS	4.15
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	30.72
			UNUM LIFE/STD/LTD	24.93
		LORETTA S. MILLER	CLEANING SERVICES 12/9/202	75.00
			CIVIC CENTER	75.00
		AMMO PLUMBING, LLC	AT PARK MENS RESTROOM	75.00
		LOWES BUSINESS ACCT/SYNCB	MULCH	853.50
			CHRISTMAS LIGHTS	66.30
			MULCH	837.60
			FLAG STAND, FLOWERS, BLADE	242.71
			ANT POISON, TOOLS	210.63
		VENUS AUTO PARTS LLC	ELECTRICAL OUTLET/COVER	24.98
			6FT INSULATION PIPE	3.29
			LIMB TREE LOPPER	22.99
			WEED BLOCK FOR CITY SIGNS	99.90
			STAKES FOR WELCOME SIGNS	6.74
			CHRISTMAS DECORATONS	11.94
			STAKE HOLD DOWN	7.59
			FENCE STAKES	17.96
			CABLE CLAMP/SHACKLE	2.88
			TRASH CAN CIVIC CENTER	31.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	FENCE STAKES FOR WELCOME S	13.47
			502 E HWY 67	22.73
			CR 213 IRRIGATION	22.73
		WEX BANK	TYPE B FUEL	77.18
		GEXA ENERGY	11/03/20 - 12/03/20	538.53
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	708.91
		MESSER, ROCKEFELLER, & FORT , PLLC	VCSDC	950.00
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	<u>2,082.36</u>
			TOTAL:	20,625.69
NON-DEPARTMENTAL	CPF-STREET IMPROVE	ALPHA TESTING, INC.	2020 ROADWAY REHAB	915.50
			2020 ROADWAY REHAB	915.50
		JOEL DAUGHERTY	ENGINEERING INSPECTIONS	530.00
			ENGINEERING INSPECTIONS	530.00
		BIRKHOFF, HENDRICKS & CARTER, LLP	2020 ROADWAY	497.54
			2020 ROADWAY	<u>497.54</u>
			TOTAL:	3,886.08
NON-DEPARTMENTAL	BRAHMAN RANCH PID	MESSER, ROCKEFELLER, & FORT , PLLC	BRAHMAN RANCH PID	247.00
			Brahman Ranch PID	<u>45.50</u>
			TOTAL:	292.50
NON-DEPARTMENTAL	PATRIOT ESTATES (L	MIDLOTHIAN MIRROR	CREATION OF PID	419.76
		MESSER, ROCKEFELLER, & FORT , PLLC	PATRIOT ESTATES PID	380.00
			Patriot Estates PID	<u>437.00</u>
			TOTAL:	1,236.76
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	837.84
			TMRS RETIREMENT	33.15
			TMRS RETIREMENT	849.50
		U. S. TREASURY	FEDERAL WITHHOLDING	667.22
			FEDERAL WITHHOLDING	682.54
			FICA WITHHOLDING	692.48
			FICA WITHHOLDING	29.37
			FICA WITHHOLDING	702.81
			MEDICARE WITHHOLDING	161.96
			MEDICARE WITHHOLDING	6.90
			MEDICARE WITHHOLDING	164.38
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0013021454D201405879	466.15
			CASE #0013021454D201405879	466.15
			CASE #00124129473254854551	267.51
			CASE #00124129473254854551	267.51
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	71.46
			UNUM LIFE PREMIUMS 2021-01	114.12
		LOWES BUSINESS ACCT/SYNCB	SALES TAXES PAID	2.82
			SALES TAXES PAID	70.41
			REFUND ON SALES TAXES PAID	70.41-
			SALES TAXES PAID	5.47
			SALES TAX	20.02
			SALES TAX	17.38
		STATE COMPTROLLER	TOTAL SALES TAX COLLECTED	2,250.59
			TOTAL SALES TAXES PAID IN	163.98-
			TIMELY PAYMENT DISCOUNT	10.45-
		CAREFLITE	CITIZEN CAREFLITE BILLING	312.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	<u>1,528.39</u>
			TOTAL:	10,443.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,261.54
			TMRS RETIREMENT	49.90
			TMRS RETIREMENT	1,279.07
		U. S. TREASURY	FICA WITHHOLDING	692.46
			FICA WITHHOLDING	29.36
			FICA WITHHOLDING	702.79
			MEDICARE WITHHOLDING	161.94
			MEDICARE WITHHOLDING	6.87
			MEDICARE WITHHOLDING	164.36
		ATMOS ENERGY CORP.	301 S. MAIN ST	140.28
		CITY OF MIDLOTHIAN	10/31/2020-11/30/2020	55,836.00
		AT&T MOBILITY	OCT 20- NOV 19	169.20
		FRONTIER ACCESS LLC	MONTHLY GARBAGE	18,619.62
			MONTHLY GARBAGE	13,254.62
		CINTAS	SHAWNEE INSULATED COVERALL	129.79
			WEEKLY SERVICE	26.52
			WEEKLY SERVICE	26.52
			UNIFORMS	34.49
			UNIFORMS	34.49
		CASEY HOMESLEY	WORK BOOTS	173.19
		UNITED COOPERATIVE	FM 157/WASTE WATER TREAT	99.22
			CR 213	25.00
			PLAINVIEW ACRES	25.97
			CR 214/TS2/3PH/C11	657.26
			CR 214/TS2/3PH/C11 LIFTSTA	134.80
			LIFTSTATION	25.00
		UNUM LIFE INSURANCE CO	2021-01 DENTAL/VISION	230.07
			UNUM LIFE/STD/LTD	210.33
		ABILENE PLUMBING SUPPLY CO., INC	DEGREASER FOR LIFTSTATIONS	1,070.82
			SHOVELS	196.68
			SHOVELS	97.84
			WATER PARTS FOR RESTOCK	386.28
		FTDJ, LLC	MONTHLY IT & MIRCOSOF	882.00
		LOWES BUSINESS ACCT/SYNCB	GROUND STORAGE PIPE	61.68
			HEAD LAMP	12.32
			MISC SUPPLIES	67.92
			MISC SUPPLIES	112.48
			CAT5 CABLE	12.81
			SHELVING	473.10
		TML RISK POOL	MOBILE EQUIPMENT	30.50-
		TCEQ	WATER SYSTEM FEE	3,035.55
		TEXAS WORKFORCE COMMISSION	TWC 2020-4TH QUARTER	80.93
		VENUS AUTO PARTS LLC	PIPE INSULATION	4.58
			GLUE/BUNGIE CORDS	17.75
			2015 CHEVY SILERADO -SPARE	5.25
			COPPER PIPE	5.18
			DRIVE BIT SET	18.99
		TRINITY RIVER AUTHORITY	OPERATION & MAINTANCE	21,956.00
			DEBT SERVICE	56,207.00
			O & M	21,956.00
			DEBT SERVICE	56,207.00
			WATER TESTING	214.20
			BACTI 4 TESTS @ \$23.80EA	95.20
			IC_ANIONS 12 @ \$15.40EA	184.80
			PRINCIPAL	77,500.00
			INTEREST	38,362.50

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRACTOR SUPPLY CO.	TOOL BAG	39.99
		MIDLOTHIAN MIRROR	IMPACT FEES	89.20
		GEYER DRILLING COMPANY	PLUG TRINITY WELL #4	12,500.00
			TRINITY WELL #5	3,500.00
			WOODBINE WELL #4	2,000.00
		HOLT CAT RENTAL	TRAC HOE EXCAVATOR REPAIRS	1,700.73
		GUADALAJARA TIRES	TIRE BALANCE & REPAIR PWD1	17.50
		WEX BANK	W/S FUEL	950.81
		GEXA ENERGY	11/03/20 - 12/03/20	1,064.01
		NEMA 3 ELECTRIC, INC.	FM1807 LIFTSTATION REPAIR	881.00
		NATIONAL TELESYSTEMS, INC.	QUARTERLY PHONE MAINTENANC	30.75
		PETERSON PUMP AND MOTOR SERVICE	PUMP REPAIR/MAINTENANCE	300.00
			REPLACE DUPLEXOR	850.00
		ARAMARK UNIFORM SERV	WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			WEEKLY CONTRACT FEE	33.58
			FIRST AID	33.58
		BIRKHOFF,HENDRICKS & CARTER, LLP	12" WATER LINE FM 157	7,300.44
		COLORADO RIVER COMPONENTS	GST ALTITUDE VALVE COVER	35.40
		CORE & MAIN LP	BURY SAMPLE STATION	3,826.40-
			WATER METERS	1,950.00
			MANHOLE RING & LID	378.95
			GAL TBE/CUT CHARGE	100.50
			CTS CONNECTORS	602.80-
			RAM NEC MANHOLE SEALER	90.00
			ZINC PLTD HEX HEAD BOLT	90.72
			HEX HEAD BOLT ZINC	78.20-
			2 BALL BURB GJ (NO LEAD)	775.26
			MARKING PAINT	180.00
			CALCIUM HYPOCHLORIDE	150.00
			WATER PARTS	219.69
			PIPE FITTINGS	807.55
			WATER PARTS FOR INVENTORY	1,654.00
			10 METERS @ \$263 EACH	2,630.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2020-12	4,541.26
		**PAYROLL EXPENSES	12/01/2020 - 12/31/2020	<u>16,403.94</u>
			TOTAL:	430,253.64
NON-DEPARTMENTAL	W/S CPF - 2018 CO	JACOB MARTIN, LLC	DESIGN ENGINEERING	<u>6,600.00</u>
			TOTAL:	6,600.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	GENERAL FUND	504,615.43
11	CPF-2020 BOND PROCEEDS	6,799.71
12	CPF-LGI/PE SEWER FORCE MA	104,080.53
30	VENUS COMM DEVELOP	21,152.53
51	CPF-STREET IMPROVEMENTS	3,886.08
56	BRAHMAN RANCH PID	292.50
57	PATRIOT ESTATES (LGI) PID	1,236.76
60	WATER & SEWER FUND	440,696.93
64	W/S CPF - 2018 CO BONDS	6,600.00

GRAND TOTAL:	1,089,360.47

TOTAL PAGES: 11

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: 12/01/2020 THRU 12/31/2020

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 12/01/2020 THRU 12/31/2020

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

Venus Volunteer Fire Department

Incident Statistics

December 2020

Start Date: 12/01/2020

End Date: 12/31/2020



INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	85
FIRE	32
TOTAL	117

MUTUAL AID	
AID TYPE	TOTAL
AID GIVEN	4
AID RECEIVED	6

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)	
EMS	FIRE
0:09:55	0:14:52
AVERAGE FOR ALL CALLS	0:11:38

LIGHTS AND SIRENS - AVERAGE TURNOUT TIME (Dispatch to Enroute)	
EMS	FIRE
0:04:37	0:05:29
AVERAGE FOR ALL CALLS	0:11:38

AVERAGE TIME ON SCENE (MM:SS)	
14:32	

MISSED CALLS			
ZONE	MISSED	MONDAY - FRIDAY (0700 TO 1900HRS)*	OUTSIDE MONDAY - FRIDAY
7200-CITY LIMITS	9	6	3
7201	14	12	2
7202	2	2	0
7203	8	6	2
7204	4	2	2
TOTAL	37	28	9

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

City of Venus
Departmental Staff Report
Public Works Department

January 11, 2021

Staff Report for December-January.

Water/Sewer Utility Department:

1 water leak at 605 W Third.

Repaired $\frac{3}{4}$ copper service line at 204 N Hickory.

2 Sewer backups. 1 on Fifth St and 1 on Kennedy St.

Kennedy St location was also videoed and will be repaired as soon as locates are completed.

2 Sewer leak complaints on S Main and Oak St. Both on customer side.

2 Sewer manhole repairs. 1 on 14 Venus Larue, and 1 on 504 S Hickory.

Completed 3 maintenance flushing at Post Office Manhole location.

Worked on repairs at both Patriot and Prison Lift stations

Hauled reclaimed asphalt at all lift station driveways, City properties and City Hall.

Street Department:

Installed mulch at Welcome signs.

Removed couch on CR 620.

Mowed & Weeded CR 109 ROW, Second & Fifth St Easement

Street Repairs on Beach & Second St.

Spread road base on CR 620.

Filled potholes on Second St.

Repaired sinkhole on Third & Hickory

Removed an old sign on CR 501.

Replaced old street signs throughout, replaced stop sign and pole on Fourth & Hickory.

Saw cut Oak & Second for further repairs.

Assisted the water/sewer crew with repairs on Patriot and Prison Lift stations.

Park Department:

Continuing to do daily cleanups, and make necessary repairs to park facilities and the Square.

Thank you, Mayor and Council, for your time and consideration.



VENUS POLICE DEPARTMENT

MONTHLY REPORT

December 2020

Crime Stats

	12-2020	% + or -	11-2020	10-2020	3 MONTH AVERAGE
CAD EVENTS	1390	2.7%	1354	1412	1385
REPORTS TAKEN	22	-24.1%	29	37	29
ARRESTS	3	-57.1%	7	8	6
ACCIDENTS WORKED	10	-16.7%	12	8	10
TRAFFIC ASSIGNMENTS	34	-19.0%	42	75	50
TRAFFIC STOPS	163	11.6%	146	180	163
CITATIONS ISSUED	24	-54.7%	53	60	46
WARNINGS ISSUED	51	-3.8%	53	82	62
CODE CITATIONS ISSUED	3	200.0%	1	2	2
CODE WARNINGS ISSUED	6	20.0%	5	15	9

Significant Police Responses

Date	Call Type	Status	Notes
12/04/2020	Animal Bite	Closed	Animal Quarantined - Negative for Rabies
12/12/2020	Mental Health Evaluation	Closed	Subject transported to Hospital
12/15/2020	Possession of Drug Para	Citation Issued	Case Filed with Municipal Court
12/18/2020	Deadly Conduct	Suspended	Unknown Suspects, No Further Leads
12/19/2020	Missing Person	Closed	Subject Located in Fort Worth
12/21/2020	DWI	Arrest	Case to be filed with County Attorney
12/30/2020	Assault Impeding Breath FV	Arrest	Case to be filed with District Attorney



BUDGET & ACTUAL REPORTS
DECEMBER 31, 2020

**GENERAL FUND
BUDGET & ACTUAL REPORT
THREE MONTHS ENDED DECEMBER 31, 2020**

EXPECTED % = 25%

	ORIGINAL BUDGET	FY 19-20 Encumbered	10/12/2020	12/14/2020	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:							
Property Taxes	\$ 1,608,718	\$ -	\$ -	\$ -	\$ 1,608,718	\$ 1,127,947	70.11%
Sales Taxes	516,843	-	-	-	516,843	180,164	34.86%
Franchise Fees	117,420	-	-	-	117,420	14,181	12.08%
Licenses and Permits	644,000	-	-	-	644,000	241,368	37.48%
Charge for Services	8,600	-	-	-	8,600	139	1.62%
Fines and Forfeitures	50,750	-	-	-	50,750	14,277	28.13%
Intergovernmental	147,139	-	-	-	147,139	-	0.00%
Investment Earnings	15,000	-	-	-	15,000	18,606	124.04%
Other	20,000	-	-	-	20,000	1,439	7.20%
TOTAL REVENUES	3,128,470	-	-	-	3,128,470	1,598,121	51.08%
EXPENDITURES:							
Administration	752,283	-	-	-	752,283	191,635	25.47%
Planning & Development	373,000	-	-	-	373,000	109,476	29.35%
Police	1,435,857	2,592	-	-	1,438,449	342,874	23.84%
Municipal Court	105,920	-	-	-	105,920	23,972	22.63%
Fire	10,899	-	-	-	10,899	2,154	19.76%
Public Works	309,973	-	-	-	309,973	70,216	22.65%
Debt Payments	130,538	-	-	147,985	278,523	251,436	90.27%
Capital Outlay	10,000	43,690	-	-	53,690	50,865	94.74%
TOTAL EXPENDITURES	3,128,470	46,282	-	147,985	3,322,737	1,042,628	31.38%
REVENUE OVER (UNDER) EXPENDITURES	-	(46,282)	-	(147,985)	(194,267)	555,493	134.97%
OTHER FINANCING SOURCES (USES)							
Capital Lease Proceeds	221,000	-	18,800	-	239,800	-	0.00%
Capital Outlay-Police Vehicles	(221,000)	-	(18,800)	-	(239,800)	-	0.00%
CHANGE IN FUND BALANCE	-	(46,282)	-	(147,985)	(194,267)	555,493	205.62%
BEGINNING FUND BALANCE-TOTAL	1,682,070	46,282	-	147,985	1,876,337	1,927,490	102.73%
ENDING FUND BALANCE-TOTAL	\$ 1,682,070	\$ -	\$ -	\$ -	\$ 1,682,070	\$ 2,482,983	147.61%
LESS: 120-DAY RESERVE	(1,025,250)	(852)	-	-	(1,026,103)	(1,026,103)	100.00%
LESS: COMMITTED-FIRE DEPT	-	-	(200,000)	-	(200,000)	(200,000)	100.00%
ENDING FUND BALANCE-UNASSIGNED	\$ 656,820	\$ (852)	\$ (200,000)	\$ -	\$ 455,967	\$ 1,256,880	275.65%

**WATER & SEWER FUND
BUDGET AND ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2020**

EXPECTED % = 25%

	ORIGINAL BUDGET	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
OPERATING REVENUES:				
Water Revenue	\$ 1,105,000	\$ 1,105,000	\$ 251,289	22.74%
Sewer Revenue	1,393,500	1,393,500	348,367	25.00%
Water & Sewer Taps	200,000	200,000	69,500	34.75%
Water Meters	15,000	15,000	950	6.33%
Sewer Connect Fees	80,000	80,000	44,400	55.50%
Garbage Fees	314,628	314,628	102,835	32.68%
Reconnect Fees	3,000	3,000	520	17.33%
Late Charges	15,000	15,000	4,713	31.42%
Other	1,625	1,625	330	20.31%
TOTAL OPERATING REVENUES	3,127,753	3,127,753	822,904	26.31%
OPERATING EXPENSES:				
Personnel	376,553	376,553	95,278	25.30%
Travel & Training	2,650	2,650	698	26.34%
Materials & Supplies	52,862	52,862	12,171	23.02%
Utilities	35,890	35,890	6,266	17.46%
Repairs & Maintenance	125,000	125,000	38,418	30.73%
Sanitation Contract Fees	354,000	354,000	102,371	28.92%
Water Purchases	580,000	580,000	113,533	19.57%
Sewer Contract Fees	634,000	634,000	287,864	45.40%
Other Contracted Services	113,500	113,500	37,923	33.41%
Departmental	85,206	85,206	10,331	12.12%
TOTAL OPERATING EXPENSES	2,359,661	2,359,661	704,853	29.87%
OPERATING INCOME (LOSS)	768,092	768,092	118,051	15.37%
NON-OPERATING EXPENSES:				
Interest Earnings	5,000	5,000	3,357	67.14%
Debt Principal Payments	(318,333)	(318,333)	(77,500)	24.35%
Debt Interest Payments	(122,974)	(122,974)	(38,362)	31.20%
NET OPERATING INCOME (LOSS)	331,785	331,785	5,546	1.67%
Capital Contributions	-	-	-	0.00%
Capital Expenditures	(331,785)	(331,785)	(16,954)	5.11%
NET CHANGE IN FUND BALANCE	-	-	(11,408)	-100.00%
BEGINNING FUND BALANCE	1,854,607	1,854,607	2,083,107	112.32%
ENDING FUND BALANCE	1,854,607	1,854,607	2,071,699	111.71%
LESS: 120-DAY RESERVE	(920,866)	(920,866)	(920,866)	100.00%
ENDING FUND BALANCE-UNASSIGNED	\$ 933,741	\$ 933,741	\$ 1,150,832	123.25%

Fund Note: Actual beginning fund balance is unaudited. Amount may change after final analysis of water and sewer revenue completed.

DEBT SERVICE FUND
BUDGET & ACTUAL REPORT
THREE MONTHS ENDED DECEMBER 31, 2020

EXPECTED % = 0%

	ORIGINAL BUDGET	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:				
Property Taxes	\$ 358,514	\$ 358,514	\$ 251,042	70.02%
Penalties & Interest	1,812	1,812	-	0.00%
TOTAL REVENUES	360,326	360,326	251,042	69.67%
EXPENDITURES:				
Administration	550	550	-	0.00%
Debt Principal-2018 bonds	245,000	245,000	-	0.00%
Debt Interest-2018 bonds	164,776	164,776	-	0.00%
TOTAL EXPENDITURES	410,326	410,326	-	0.00%
REVENUE OVER (UNDER) EXPENDITURES	(50,000)	(50,000)	251,042	119.92%
OTHER FINANCING SOURCES (USES)				
Transfer to W/S Fund	-	-	-	0.00%
Transfer from VCSDC Fund	50,000	50,000	-	0.00%
CHANGE IN FUND BALANCE	-	-	251,042	100.00%
BEGINNING FUND BALANCE	3,797	3,797	3,983	104.90%
ENDING FUND BALANCE	\$ 3,797	\$ 3,797	\$ 255,025	6716.5%

FUND NOTE: Bond debt payments are made twice a year in February and August.

VENUS COMMUNITY SERVICE DEVELOPMENT CORPORATION
BUDGET & ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2020

EXPECTED % = 25%

	ORIGINAL BUDGET	FY 19-20 Encumbered	12/14/2020	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:						
Sales Taxes	\$ 206,736	\$ -	\$ -	\$ 206,736	\$ 72,065	34.86%
Interest Income	500	-	-	500	126	25.20%
TOTAL REVENUES	207,236	-	-	207,236	72,191	34.84%
EXPENDITURES:						
Personnel Costs	76,000	-	-	76,000	10,842	14.27%
Material and Supplies	18,000	-	-	18,000	3,329	18.49%
Repairs and Maintenance	19,500	-	-	19,500	2,833	14.53%
Contracted Services	2,000	-	-	2,000	1,950	97.50%
Departmental	15,250	-	-	15,250	-	0.00%
Capital Outlay	34,486	16,000	-	50,486	12,892	25.54%
TOTAL EXPENDITURES	165,236	16,000	-	181,236	31,846	17.57%
REVENUE OVER (UNDER) EXPENDITURES	42,000	(16,000)	-	26,000	40,345	155.17%
OTHER FINANCING SOURCES (USES) Transfer (To) From Other Funds	(50,000)	-	-	(50,000)	-	0.00%
CHANGE IN FUND BALANCE	(8,000)	(16,000)	-	(24,000)	40,345	159.49%
BEGINNING FUND BALANCE	183,688	16,000	-	199,688	310,973	155.73%
ENDING FUND BALANCE	\$ 175,688	\$ -	\$ -	\$ 175,688	\$ 351,318	199.97%

Capital Outlay:

	Original	Encumb Roll	Revision	Final	Actual
Fielder Park Security System	-	16,000	-	16,000	12,892
Baseball Field Renovations	34,486	-	(34,486)	-	-
Park Shade Canopies	-	-	34,486	34,486	-
Total Capital Outlay	\$ 34,486	\$ 16,000	\$ -	\$ 50,486	\$ 12,892

STREET TAX FUND
BUDGET & ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2020

EXPECTED % = 25%

	ORIGINAL BUDGET	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:				
Sales Taxes	\$ 103,368	\$ 103,368	\$ 36,033	34.86%
Interest Income	-	-	-	0.00%
TOTAL REVENUES	103,368	103,368	36,033	34.86%
EXPENDITURES:				
Street Repairs	98,000	98,000	-	0.00%
Street Materials	5,368	5,368	-	0.00%
TOTAL EXPENDITURES	103,368	103,368	-	0.00%
REVENUE OVER (UNDER) EXPENDITURES	-	-	36,033	0.00%
OTHER FINANCING SOURCES (USES) Transfer To (From) Other Funds	-	-	-	0.00%
CHANGE IN FUND BALANCE	-	-	36,033	100.00%
BEGINNING FUND BALANCE	-	-	24,907	100.00%
ENDING FUND BALANCE	\$ -	\$ -	\$ 60,940	100.00%

COURT TECHNOLOGY FUND
BUDGET & ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2020

EXPECTED % = 25%

	ORIGINAL BUDGET	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:				
Court Technology Fees	\$ 1,500	\$ 1,500	\$ 384	25.60%
Interest Income	-	-	-	
TOTAL REVENUES	1,500	1,500	384	25.60%
EXPENDITURES:				
Court Technology Expend	1,500	1,500	-	0.00%
TOTAL EXPENDITURES	1,500	1,500	-	0.00%
REVENUE OVER (UNDER) EXPENDITURES	-	-	384	100.00%
BEGINNING FUND BALANCE	-	-	-	0.00%
ENDING FUND BALANCE	\$ -	\$ -	\$ 384	100.00%

COURT SECURITY FUND
BUDGET & ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2020

EXPECTED % = 25%

	ORIGINAL BUDGET	FINAL BUDGET	YTD ACTUAL	% OF BUDGET
REVENUES:				
Court Security Fees	\$ 1,300	\$ 1,300	\$ 453	34.85%
Interest Income	-	-	-	0.00%
TOTAL REVENUES	1,300	1,300	453	34.85%
EXPENDITURES:				
Personnel Costs-Bailiff	1,639	1,639	-	0.00%
Court Security Expend	1,000	1,000	-	0.00%
TOTAL EXPENDITURES	2,639	2,639	-	0.00%
REVENUE OVER (UNDER) EXPENDITURES	(1,339)	(1,339)	453	
BEGINNING FUND BALANCE	29,938	29,938	20,422	68.21%
ENDING FUND BALANCE	\$ 28,599	\$ 28,599	\$ 20,875	72.99%

CAPITAL PROJECTS FUND - VENUS PARKWAY (2020 BONDS)
BUDGET & ACTUAL - LIFE TO DATE
AS OF DECEMBER 31, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	FY 19-20	FY 20-21	LIFE-TO-DATE ACTUAL	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ 4,169,000	\$ 4,169,000	\$ 4,169,000	\$ -	\$ 4,169,000	\$ -
Capital Contributions	-	-	-	-	-	-
Interest Income	-	-	469	2,311	2,780	2,780
TOTAL REVENUES	4,169,000	4,169,000	4,169,469	2,311	4,171,780	2,780
EXPENDITURES:						
Capital Outlay-Engineering	582,332	582,332	19,592	6,800	26,392	555,940
Capital Outlay-Construction	2,440,528	2,440,528	-	-	-	2,440,528
Capital Outlay-Other Costs	1,146,140	1,146,140	-	-	-	1,146,140
TOTAL EXPENDITURES	4,169,000	4,169,000	19,592	6,800	26,392	4,142,608
REVENUE OVER (UNDER) EXPENDITURES	-	-	4,149,877	(4,489)	4,145,388	4,145,388
OTHER FINANCING SOURCES (USES) Transfers In (Out)	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 4,149,877	\$ (4,489)	\$ 4,145,388	\$ 4,145,388

CAPITAL PROJECTS FUND - HH/LGI SEWER FORCE MAIN
BUDGET & ACTUAL - LIFE TO DATE
AS OF DECEMBER 31, 2020

						VARIANCE	
	ORIGINAL BUDGET	12/17/2020	FINAL BUDGET	FY 19-20	FY 20-21	LIFE-TO-DATE ACTUAL	FAVORABLE (UNFAVORABLE)
REVENUES:							
Bond Proceeds	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Capital Contributions-Heritage	561,864	(50,934)	510,930	-	-	-	(510,930)
Capital Contributions-LGI	1,090,676	(98,870)	991,806	-	991,806	991,806	-
Interest Income	-	-	-	-	171	171	171
TOTAL REVENUES	1,652,540	(149,804)	1,502,736	-	991,977	991,977	(510,759)
EXPENDITURES:							
Capital Outlay-Construction	1,477,513	(149,804)	1,327,709	-	-	-	1,327,709
Capital Outlay-Inspections	50,007	-	50,007	-	-	-	50,007
Capital Outlay-Other Costs	125,020	-	125,020	3,700	1,510	5,210	119,810
TOTAL EXPENDITURES	1,652,540	(149,804)	1,502,736	3,700	1,510	5,210	1,497,526
REVENUE OVER (UNDER) EXPENDITURES	-	-	-	(3,700)	990,467	986,767	986,767
OTHER FINANCING SOURCES (USES) Transfers In (Out)	-	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ (3,700)	\$ 990,467	\$ 986,767	\$ 986,767

CAPITAL PROJECTS FUND - 2020 STREET REHABILITATION PROJECTS
BUDGET & ACTUAL - LIFE TO DATE
AS OF DECEMBER 31, 2020

						VARIANCE
	ORIGINAL BUDGET	FINAL BUDGET	FY 19-20	FY 20-21	LIFE-TO-DATE ACTUAL	FAVORABLE (UNFAVORABLE)
REVENUES:						
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Contributions	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-
EXPENDITURES:						
Capital Outlay-CR 109	254,000	254,000	4,320	3,328	7,648	246,352
Capital Outlay-CR 214	294,000	294,000	4,316	129,918	134,234	159,766
TOTAL EXPENDITURES	548,000	548,000	8,636	133,246	141,882	406,118
REVENUE OVER (UNDER) EXPENDITURES	(548,000)	(548,000)	(8,636)	(133,246)	(141,882)	406,118
OTHER FINANCING SOURCES (USES)						
Transfer from Street Tax	15,683	15,683	15,683	-	15,683	-
Transfer from General Fund	532,317	532,317	532,317	-	532,317	-
ENDING FUND BALANCE	\$ -	\$ -	\$ 539,364	\$ (133,246)	\$ 406,118	\$ 406,118

CAPITAL PROJECTS FUND - BRAHMAN RANCH WWTP (2018 BONDS)

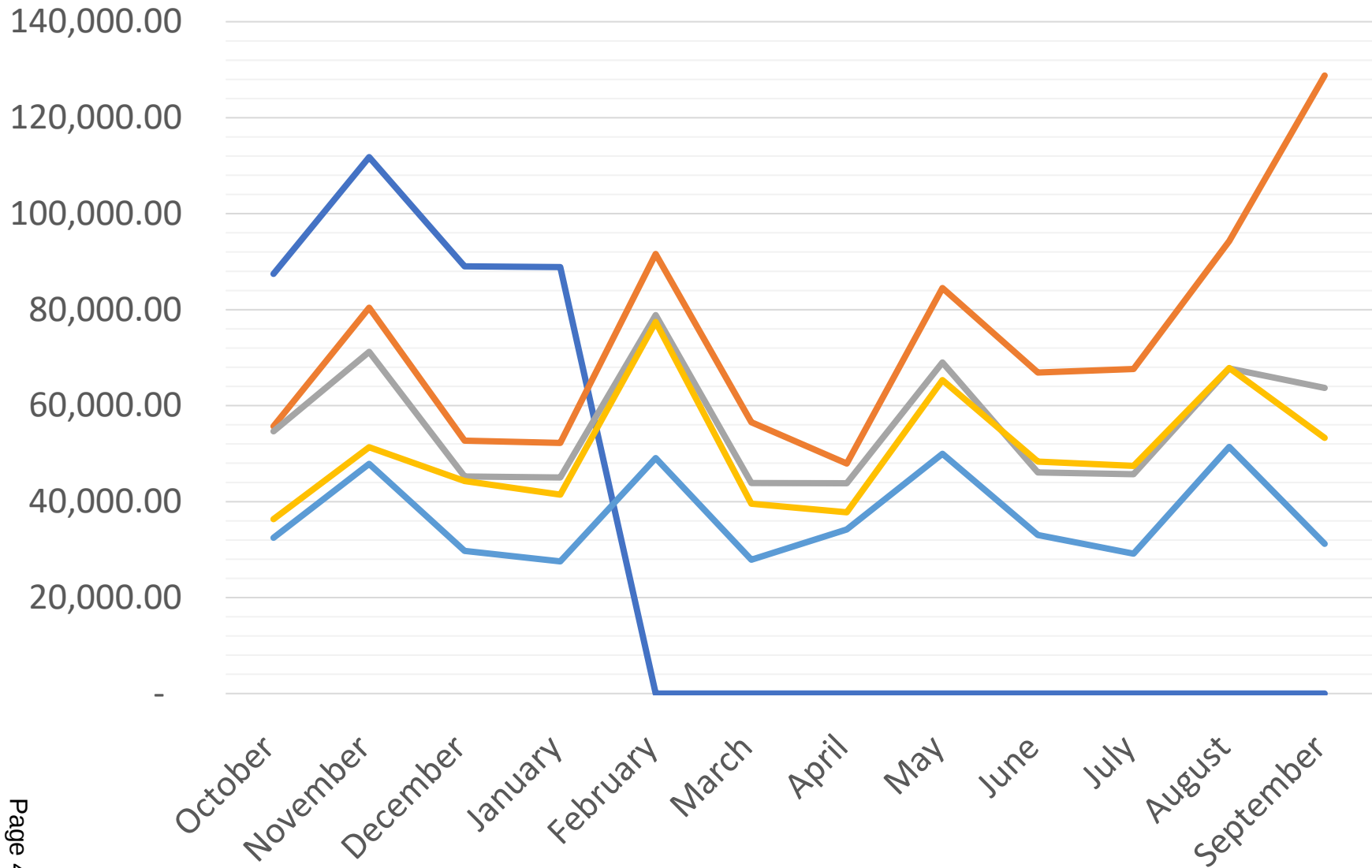
BUDGET & ACTUAL - **LIFE TO DATE**

AS OF DECEMBER 31, 2020

									VARIANCE
	ORIGINAL		FINAL	FY	FY	FY	FY	LIFE-TO-DATE	FAVORABLE
	BUDGET		BUDGET	17-18	18-19	19-20	20-21	ACTUAL	(UNFAVORABLE)
REVENUES:									
Bond Proceeds	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -
Capital Contributions	500,000	-	500,000	-	-	500,000	-	500,000	-
Interest Income	-	-	-	-	-	6,801	3,538	10,339	10,339
TOTAL REVENUES	2,000,000	-	2,000,000	1,500,000	-	506,801	3,538	2,010,339	10,339
EXPENDITURES:									
Capital Outlay-Engineering	80,000	-	80,000	-	-	45,500	11,000	56,500	23,500
Capital Outlay-Construction	1,920,000	-	1,920,000	-	-	-	-	-	1,920,000
Capital Outlay-Other Costs	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	2,000,000	-	2,000,000	-	-	45,500	11,000	56,500	1,943,500
REVENUE OVER (UNDER)									
EXPENDITURES	-	-	-	1,500,000	-	461,301	(7,462)	1,953,839	1,953,839
OTHER FINANCING SOURCES (USES)									
Transfers In (Out)	-	-	-	-	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 461,301	\$ (7,462)	\$ 1,953,839	\$ 1,953,839

Sales Tax Revenue Five-Year Comparison

20-21 19-20 18-19 17-18 16-17



**CITY OF VENUS, TEXAS
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Venus, Texas on *January 11, 2021 at 7:00 p.m. at Venus Civic Center located at 210 S. Walnut St, Venus, Texas*. The public hearing will be held 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, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) 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. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The total costs of the Authorized Improvements, including the costs of creating the District, is approximately \$31,000,000. The total costs of Authorized Improvements to benefit future development within the District cannot be determined with certainty at this time.

The boundaries of the District include approximately 678 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.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Assessment Roll, which Assessment Roll includes the assessments to be levied against each parcel in the District for the Authorized Improvements, is available for public inspection at the office of the City Secretary at 700 W. HWY 67, Venus, Texas.



ORDINANCE NO. ____-2021-01

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.

RECITALS

WHEREAS, the City of Venus, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects set forth in the Service and Assessment Plan attached hereto as Exhibit B (the “Service and Assessment Plan”) that confer a special benefit on property within the district (the “Authorized Improvements”)

WHEREAS, on April 9, 2020, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain “Petition Requesting the Establishment of Brahman Ranch Public Improvement District No. 1” (the “Petition”) requesting the establishment of a public improvement district covering approximately 678 acres described in the Petition and to be known as “Brahman Ranch Public Improvement District No. 1” (the “District”);

WHEREAS the City Council of the City (the “City Council”) received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the “Open Meetings Act”), the City Council conducted a public hearing on May 11, 2020, at the time and place specified in the notice, to determine the advisability of creating and establishing the District and undertaking the Authorized Improvements;

WHEREAS, on May 11, 2020, the City Council passed and approved Resolution No. 11-2020-05, which authorized and approved the creation and establishment of the District which was named “Brahman Ranch Public Improvement District No. 1”;

WHEREAS, the City Secretary caused notice of Resolution No. 11-2020-05 to be published in a newspaper of general circulation within the City as required by the Act; whereupon creation of the District took effect as provided by the Act;

WHEREAS, on December 14, 2020, the City Council adopted and approved Resolution No. 38-2020-12 determining the total cost of the proposed Authorized Improvements; accepting for review the City of Venus Brahman Ranch Public Improvement District No. 1 Preliminary Service and Assessment Plan (the “Preliminary SAP”); directing that the Preliminary SAP be filed with the City Secretary and made available for public inspection; calling a public hearing for January 11, 2021 (the “Assessment Public Hearing”) to consider the levy of assessments against the property within Phases 1 and 2 of the District (the “Assessed Property”), as more specifically described in Exhibit A attached hereto and in Exhibit B to the Service and Assessment Plan, and as depicted in Exhibit C to the Service and Assessment Plan; and authorizing and directing the City Secretary to mail, publish, and otherwise provide notices of the Assessment Public Hearing as required by the Act and state law;

WHEREAS, on or before January 1, 2021, the City Secretary mailed and caused to be published notice of the Assessment Public Hearing as required by the Act, which date was before the 10th day before the date of the Assessment Public Hearing;

WHEREAS, after mailing, publishing, and otherwise providing all notices of the Assessment Public Hearing as required by the Act and state law, the City Council conducted the Assessment Public Hearing on January 11, 2021, at the time and place and for the purposes set forth in the notices;

WHEREAS, the owner of the Assessed Property appeared at the Assessment Public Hearing by its representative and affirmed owner's support for the levy of assessments against the Assessed Property;

WHEREAS, no one appeared at the Assessment Public Hearing in opposition to the levy of Phase 1 and 2 Improvements Assessments (as defined in the Service and Assessment Plan) against the Assessed Property;

WHEREAS, after all persons having an interest in the levy of Phase 1 and 2 Improvements Assessments against the Assessed Property were given an opportunity to be heard in support of or in opposition to the Phase 1 and 2 Improvements Assessments, the City Council closed the Assessment Public Hearing on January 11, 2021;

WHEREAS, after the closing of the Assessment Public Hearing, and after considering the information, materials, evidence, and testimony offered to the City Council prior to and at the Assessment Public Hearing, and after taking into

consideration the fact that the owner supports the levy of Phase 1 and 2 Improvements Assessments against the Assessed Property and there were no objections to the levy of Phase 1 and 2 Improvements Assessments against the Assessed Property, the City Council has determined that it promotes the interests of the City to adopt and approve this Ordinance;

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

Section 1. The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, are part of this Ordinance for all purposes, and constitute findings of the City Council acting in its discretionary, legislative capacity.

Section 2. Unless otherwise defined in this Ordinance, capitalized terms used in this Ordinance shall have the meanings given to them in the Service and Assessment Plan for the District.

Section 3. All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper, and valid manner; and (iii) are approved and ratified.

Section 4. The Service and Assessment Plan for the District attached as Exhibit B to this Ordinance is approved and adopted by the City Council as the “service plan” for the District as required by Section 372.013 of the Act, the “assessment plan” for the District as required by Section 372.014 of the Act, and the “assessment roll” for the District as required by Section 372.016 of the Act. The Service and Assessment Plan for the District has been reviewed by the City Council and is hereby approved and adopted. The Service and Assessment Plan for the District shall be updated annually as required by the Act.

Section 5. The Phase 1 and 2 Improvements Assessments are hereby assessed and levied against the Assessed Property as an assessment against the Assessed Property as set forth in the Service and Assessment Plan for the District. The Service and Assessment Plan for the District and the Phase 1 and 2 Improvements Assessments are effective upon the effective date of this Ordinance.

Section 6. The Phase 1 and 2 Improvements Assessments (or the unpaid balance thereof) may be paid in full or in part at any time; however, if not paid in full, the Phase 1 and 2 Improvements Assessments shall be paid in Annual Installments. The principal amount of the Assessments may be reduced by the City Council in accordance with the Act, but cannot be increased. Each Phase 1 and 2 Improvements Assessment shall bear interest at a rate set forth in the Service and Assessment Plan for the District. Annual Installments for each Phase 1 and 2 Improvements Assessment shall be due

January 31st of each year (the “Installment Payment Date”), with the first Annual Installment due on January 31, 2022 and the final Annual Installment due on January 31, 2051. Each Annual Installment shall be delinquent if not paid prior to February 1st of the calendar year immediately following the Installment Payment Date (the “Installment Delinquent Date”). Estimates of the Annual Installments are shown on Exhibit A to the Service and Assessment Plan for the District.

Section 7. Delinquent Annual Installments shall incur interest, penalties, and attorney’s fees in the same manner as delinquent ad valorem taxes. If an Annual Installment remains unpaid on the July 1st immediately following the Installment Delinquent Date, the delinquent Annual Installment shall incur an additional penalty to defray the costs of collection if it is necessary for the City to contract with an attorney to collect the delinquent Annual Installment. Penalties on delinquent Annual Installments shall not exceed the penalties the City is authorized to impose on delinquent payments of ad valorem taxes. There will be no discounts for the early payment of an Annual Installment.

Section 8. The Phase 1 and 2 Improvements Assessments plus accrued interest, together with the expenses of collection and reasonable attorney’s fees as permitted by the Act, shall be a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for state, county, school district, or municipal ad valorem taxes, and shall be a personal liability of and charge against the owners of the assessed property regardless of whether the owners are named in this Ordinance and regardless of any errors in describing the Assessed Property. The lien shall be effective on the effective date of this Ordinance and shall continue until the date the Phase 1 and 2 Improvements Assessments and Annual Installments have been paid in full. To the extent not inconsistent with the Act or this Ordinance, the provisions of the Texas Tax Code that apply to the collection of ad valorem taxes and enforcement of tax liens shall apply to the collection of Annual Installments and to the enforcement of assessment liens. The assessment lien runs with the land, and that portion of a Phase 1 and 2 Improvements Assessment and the Annual Installments that have not yet come due shall not be eliminated by the foreclosure of an ad valorem tax lien. The foreclosure and sale of property to pay delinquent Annual Installments does not eliminate the outstanding principal balance of the Phase 1 and 2 Improvements Assessment or the Annual Installments that have not come due. Any purchaser at foreclosure of any tax or assessment lien takes the property subject to the continuing lien for that portion of the Phase 1 and 2 Improvements Assessment and Annual Installment that have not come due. The failure to pay an Annual Installment when due shall not accelerate payment of the remaining Annual Installments. The remaining Annual Installments shall be due as if such failure had not occurred.

Section 9. Based on information, materials, evidence, and testimony available to or provided to the City Council, the City Council has found and determined that the Phase 1 and 2 Improvements Assessments: (i) have been levied in accordance with the Act based solely on the special benefits conferred on the Assessed Property by the

Authorized Improvements; (ii) have been levied based on the enhanced value of the Assessed Property as a result of the Authorized Improvements; (iii) have taken into consideration reasonable classifications and formulas to allocate the Actual Improvements Costs (as defined in the Service and Assessment Plan); (iv) impose equal shares of the Actual Improvements Cost on property similarly benefited; (v) are, together with private funds provided by Miskimon Management IV (the “Developer”), in amounts necessary to pay the annual costs of the Authorized Improvements; and (vii) will continue for the period of time necessary to pay the full amount of the Actual Improvements Cost, taking into account private funds provided by the Developer. The City Council further finds and determines that the Assessed Property is benefited by the Authorized Improvements in an amount that equals or exceeds the Phase 1 and 2 Improvements Assessments against the Assessed Property and that the Phase 1 and 2 Improvements Assessments are otherwise just and equitable. The findings and determinations by the City Council represent the discretionary exercise by the City Council of its legislative and governmental authority and power.

Section 10. If any provision of this Ordinance, or the application of any provision to any person or set of circumstances, is held by any court to be invalid for any reason, the remaining provisions of this Ordinance shall be unaffected. All provisions of this Ordinance are held to be severable for such purpose.

Section 11. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan for the District, to be recorded in the real property records of Ellis County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. 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 Council hereby declares that the City Council 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 13. 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 14. This Ordinance shall take effect immediately upon its passage and approval by the City Council and recording as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS ON
THIS THE 11TH DAY OF JANUARY, 2021.**

CALLIE GREEN
City Secretary

JAMES L. BURGESS
Mayor

[SEAL]

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of January, 2021
by James L. Burgess, the Mayor, and Callie Green, the City Secretary, of the City of Venus,
Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Exhibit A
Legal Description of Property
(Metes and Bounds Description)

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 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 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 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, 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.

Exhibit B
Service and Assessment Plan



**City Council Agenda Item Report
January 11, 2021**

**Cheryl Estes, Finance Director 972-
366-3348 ext. 208
cestes@cityofvenus.org**

**CONSIDER AND ACT UPON THE CITY'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER
ENDED DECEMBER 31, 2020**

1.BACKGROUND/HISTORY:

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

2.FINDINGS / CURRENT ACTIVITY:

The attached report for the quarter ended December 31, 2020 was prepared in accordance to and to comply with City policies and state law for the current fiscal year. The City's cash and investments were properly secured and collateralized by the City's financial institutions.

3.RECOMMENDATIONS:

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

4.ATTACHMENTS:

Quarterly Cash & Investment Report Ended December 31, 2020 – By Investment Type
Quarterly Cash & Investment Report Ended December 31, 2020 – By Fund

CASH AND INVESTMENTS REPORT

QUARTER ENDED DECEMBER 31, 2020

Account Name	Beginning		Deposits	Withdrawals	Transfers	Interest	Ending		Rate	Collateralization	
	Bank Balance						Bank Balance			Interest Bearing	Non-Interest Bearing
Cash Accounts											
10-0122 HRA Account	\$ 8,015.97	\$ -	\$ (2,810.11)	\$ -	\$ -	\$ 5,205.86					5,205.86
99-0100 Pooled Cash	153,488.58	2,745,841.09	(2,117,763.25)	(391,284.55)	-	390,281.87					390,281.87
Total Cash Accounts	161,504.55	2,745,841.09	(2,120,573.36)	(391,284.55)	-	395,487.73					
Money Market Accounts											
10-0102 General Fund Operating Savings	1,566,082.31	905.48	(385.00)	(533,614.72)	2,761.96	1,035,750.03	0.80%	\$ 1,035,750.03			
12-0106 Patriot/HH Force Main Escrow	-	-	(5,210.00)	1,090,676.40	170.99	1,085,637.39	0.50%	1,085,637.39			
30-0102 VCSDC Operating Account	220,870.79	-	-	(51,000.00)	103.06	169,973.85	0.28%	169,973.85			
60-0102 W/S Operating Savings	1,442,809.47	-	-	-	2,559.88	1,445,369.35	0.80%	1,445,369.35			
60-0104 W/S Debt I&S Savings	303,786.47	-	-	-	538.99	304,325.46	0.80%	304,325.46			
64-0102 2018 CO Bonds Savings	2,005,273.70	-	-	(56,500.00)	3,537.93	1,952,311.63	0.80%	1,952,311.63			
Total Money Market Accounts	5,538,822.74	905.48	(5,595.00)	449,561.68	9,672.81	5,993,367.71					
Certificates of Deposit*											
10-0130 CDARS - General Fund 12m	523,988.21	-	-	(531,885.28)	7,897.07	(0.00)	1.50%	(0.00)			
10-0132 CDARS - General Fund 12m	525,180.26	-	-	(533,095.29)	7,915.03	(0.00)	1.50%	(0.00)			
10-0137 CDARS-General Fund 12m	-	-	-	533,095.29	-	533,095.29	0.50%	533,095.29			
60-0105 CNB of Texas - W/S Fund1 6m	52,141.81	-	-	-	142.61	52,284.42	0.55%	52,284.42			
60-0105 CNB of Texas - W/S Fund2 6m	27,855.29	-	-	-	76.18	27,931.47	0.55%	27,931.47			
Total Certificates of Deposit	1,129,165.57	-	-	(531,885.28)	16,030.89	613,311.18					
Government Investment Pools											
10-0133 Texas Term General Fund	12,324.49	-	-	-	3.17	12,327.66	0.12%				
10-0134 TexPool General Operating Fund	6,070.03	-	-	500,000.00	28.27	506,098.30	0.12%	Total uninsured		6,502,166.62	
11-0105 TexPool 2020 CO Bond Funds	4,169,469.36	-	-	(26,391.85)	1,211.05	4,144,288.56	0.12%				
30-0103 TexPool VDCDC Fund	77,056.13	-	-	-	22.53	77,078.66	0.12%	102% uninsured		6,632,209.95	
60-0116 TexPool W/S Operating Fund	131,339.21	-	-	-	38.36	131,377.57	0.12%	Collateral		6,664,000.00	
60-0117 TexPool 2002 Force Main Constr	344.53	-	-	-	-	344.53	0.12%	(Over) under collateral		(31,790.05)	
64-0105 TexPool 2018 CO Bond Funds	1,527.73	-	-	-	0.47	1,528.20	0.12%				
Total Government Investment Pools	4,398,131.48	-	-	473,608.15	1,303.85	4,873,043.48					
Total Cash and Investments	\$ 11,227,624.34	\$ 2,746,746.57	\$ (2,126,168.36)	\$ -	\$ 27,007.55	\$ 11,875,210.10					

*Accrued interest as of December 31, 2020 was \$103.16

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

Finance Director:

**CASH AND INVESTMENTS BY FUND
QUARTER ENDED DECEMBER 31, 2020**

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
GOVERNMENTAL FUNDS						
GENERAL FUND						
10-0100 Claim on Pooled Cash	\$ (634,343.29)	\$ 588,060.98	\$ (999,392.11)	\$ 565,500.00	\$ -	\$ (480,174.42)
10-1012 MM-General Operating Savings	1,566,082.31	905.48	(385.00)	(533,614.72)	2,761.96	1,035,750.03
10-0122 HRA Account	8,015.97	-	(2,810.11)	-	-	5,205.86
10-0130 CDARS - General Fund 12m	523,988.21	-	-	(531,885.28)	7,897.07	(0.00)
10-0132 CDARS - General Fund 12m	525,180.26	-	-	(533,095.29)	7,915.03	(0.00)
10-0133 Texas Term General Fund	12,324.49	-	-	-	3.17	12,327.66
10-0134 TexPool General Operating Fund	6,070.03	-	-	500,000.00	28.27	506,098.30
10-0137 CDARS - General Fund 12m	-	-	-	533,095.29	-	533,095.29
TOTAL GENERAL FUND	2,007,317.98	588,966.46	(1,002,587.22)	-	18,605.50	1,612,302.72
DEBT SERVICE FUND						
20-0100 Claim on Pooled Cash	3,106.68	24,842.06	-	-	-	27,948.74
TOTAL DEBT SERVICE FUND	3,106.68	24,842.06	-	-	-	27,948.74
VENUS COMM DEV FUND						
30-0100 Claim on Pooled Cash	6,108.00	72,065.46	(68,376.64)	51,000.00	-	60,796.82
30-0102 VCDC Operating Account	220,870.79	-	-	(51,000.00)	103.06	169,973.85
30-0103 TexPool VCDC Fund	77,056.13	-	-	-	22.53	77,078.66
TOTAL VENUS COMM DEV FUND	304,034.92	72,065.46	(68,376.64)	-	125.59	307,849.33
COURT TECHNOLOGY FUND						
45-0100 Claim on Pooled Cash	-	380.00	-	-	-	380.00
TOTAL COURT TECHNOLOGY FUND	-	380.00	-	-	-	380.00
COURT SECURITY FUND						
46-0100 Claim on Pooled Cash	20,422.53	450.30	-	-	-	20,872.83
TOTAL COURT SECURITY FUND	20,422.53	450.30	-	-	-	20,872.83
TRUANCY PREVENTION FUND						
47-0100 Claim on Pooled Cash	649.20	435.00	-	-	-	1,084.20
TOTAL TRUANCY PREV FUND	649.20	435.00	-	-	-	1,084.20
STREET MAINTENANCE TAX FUNDS						
56-0100 Claim on Pooled Cash-Operating	20,554.64	36,032.73	(20,554.60)	-	-	36,032.77
TOTAL STREET MAINTENANCE TAX FUND	20,554.64	36,032.73	(20,554.60)	-	-	36,032.77

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
GF CAPITAL PROJECT FUNDS						
11-0100 Claim on Pooled Cash	(17,075.08)	-	(9,316.77)	26,391.85	-	(0.00)
11-0105 TexPool 2020 CO Bond Funds	4,169,469.36	-	-	(26,391.85)	1,211.05	4,144,288.56
51-0100 Claim on Pooled Cash-CPF Street Tax	532,029.79	-	(124,080.88)	-	-	407,948.91
TOTAL GF CAPITAL PROJECT FUNDS	4,684,424.07	-	(133,397.65)	-	1,211.05	4,552,237.47
BRAHMAN RANCH PID FUND						
56-0100 Claim on Pooled Cash	28,050.75	-	(6,982.06)	-	-	21,068.69
TOTAL BRAHMAN RANCH PID FUND	28,050.75	-	(6,982.06)	-	-	21,068.69
PATRIOT ESTATES PID FUND						
57-0100 Claim on Cash-Patriot Estates PID	-	50,000.00	(799.76)	-	-	49,200.24
TOTAL PATRIOT ESTATES PID FUND	-	50,000.00	(799.76)	-	-	49,200.24
TOTAL GOVERNMENTAL FUNDS	\$ 7,068,560.77	\$ 773,172.01	\$ (1,232,697.93)	\$ -	\$ 19,942.14	\$ 6,628,976.99
BUSINESS-TYPE ACTIVITIES						
WATER/SEWER OPERATING FUND						
60-0100 Claim on Pooled Cash	193,985.36	882,898.16	(838,360.43)	-	-	238,523.09
60-0102 MM-W/S Savings Account	1,442,809.47	-	-	-	2,559.88	1,445,369.35
60-0105 CD CNB of Texas - W/S Fund1 6m	52,141.81	-	-	-	142.61	52,284.42
60-0105 CD CNB of Texas - W/S Fund2 6m	27,855.29	-	-	-	76.18	27,931.47
60-0116 TexPool W/S Operating Fund	131,339.21	-	-	-	38.36	131,377.57
60-0117 TexPool 2002 Force Main Constr	344.53	-	-	-	-	344.53
TOTAL WATER/SEWER OPERATING FUND	1,848,475.67	882,898.16	(838,360.43)	-	2,817.03	1,895,830.43
W/S DEBT SERVICE FUND						
60-0104 MM-W/S Debt I&S Account	303,786.47	-	-	-	538.99	304,325.46
TOTAL W/S DEBT SERVICE FUND	303,786.47	-	-	-	538.99	304,325.46
W/S CAPITAL PROJECTS FUND						
12-0100 Claim on Cash-LGI/HH Sewer Escrow	-	1,090,676.40	-	(1,090,676.40)	-	-
12-0106 LGI/HH Sewer Force Main Escrow	-	-	(5,210.00)	1,090,676.40	170.99	1,085,637.39
64-0100 Claim on Pooled Cash	-	-	(49,900.00)	56,500.00	-	6,600.00
64-0102 2018 MM CO Bond Account	2,005,273.70	-	-	(56,500.00)	3,537.93	1,952,311.63
64-0105 TexPool 2018 CO Bond Fund	1,527.73	-	-	-	0.47	1,528.20
TOTAL CAPITAL PROJECTS FUND	2,006,801.43	1,090,676.40	(55,110.00)	-	3,709.39	3,046,077.22
TOTAL BUSINESS-TYPE ACTIVITIES	4,159,063.57	1,973,574.56	(893,470.43)	-	7,065.41	5,246,233.11
TOTAL CASH AND INVESTMENTS	\$ 11,227,624.34	\$ 2,746,746.57	\$ (2,126,168.36)	\$ -	\$ 27,007.55	\$ 11,875,210.10

Fund/Account Name	Beginning Bank Balance	Deposits	Withdrawals	Transfers	Interest	Ending Bank Balance
99-0100 POOLED CASH ACCOUNT:						
10-0100 Claim on Cash-General Fund	\$ (634,343.29)	\$ 588,060.98	\$ (999,392.11)	\$ 565,500.00	\$ -	\$ (480,174.42)
11-0100 Claim on Cash-CPF 2020 Bonds	(17,075.08)	-	(9,316.77)	26,391.85	-	(0.00)
12-0100 Claim on Cash-LGI/HH Sewer Escrow	-	1,090,676.40	-	(1,090,676.40)	-	-
20-0100 Claim on Cash-Debt Service Fund	3,106.68	24,842.06	-	-	-	27,948.74
30-0100 Claim on Cash-VCSDC	6,108.00	72,065.46	(68,376.64)	51,000.00	-	60,796.82
40-0100 Claim on Cash-Grants Fund	-	-	-	-	-	-
45-0100 Claim on Cash-Court Technology Fund	-	380.00	-	-	-	380.00
46-0100 Claim on Cash-Court Security Fund	20,422.53	450.30	-	-	-	20,872.83
47-0100 Claim on Cash-Truancy Prevent Fund	649.20	435.00	-	-	-	1,084.20
50-0100 Claim on Cash-Street Tax Fund	20,554.64	36,032.73	(20,554.60)	-	-	36,032.77
51-0100 Claim on Cash-CPF Street Tax	532,029.79	-	(124,080.88)	-	-	407,948.91
56-0100 Claim on Cash-Brahman Ranch PID	28,050.75	-	(6,982.06)	-	-	21,068.69
57-0100 Claim on Cash-Patriot Estates PID	-	50,000.00	(799.76)	-	-	49,200.24
60-0100 Claim on Cash-Water/Sewer Fund	193,985.36	882,898.16	(838,360.43)	-	-	238,523.09
64-0100 Claim on Cash-W/S 2018 Bonds	-	-	(49,900.00)	56,500.00	-	6,600.00
Total 99-0100 Pooled Cash Account	\$ 153,488.58	\$ 2,745,841.09	\$ (2,117,763.25)	\$ (391,284.55)	\$ -	\$ 390,281.87



**City Council Agenda Item Report
January 11, 2021
Cheryl Estes, CPA, Finance Director
972-366-3348 ext 208
cestes@cityofvenus.org**

**DISCUSSION, CONSIDERATION AND ACTION AS MAY BE APPROPRIATE REGARDING RESOLUTION
NO. 39-2021-01 AUTHORIZING SIGNATURES FOR ALL BANKS AND FINANCIAL INSTITUTIONS**

1. BACKGROUND/HISTORY:

All City checks require two authorized signatures. Current practice is to have one City Councilmember and one City employee sign all checks. City Councilmembers with check-signing authority are the Mayor and Mayor Pro-Tem. Currently, the City Administrator is the only City employee with check-signing authority. For internal control purposes, the Finance Director was never added as a check signer. The Finance Director, as online administrator, only has the authority to access City accounts online and initiate transfers between City accounts.

2. FINDINGS / CURRENT ACTIVITY:

Upon receipt of the attached signed resolution, the bank will prepare signature cards to be executed by all authorized check signers.

3. RECOMMENDATIONS

Management and staff recommend removing former Mayor Pro-Tem Robert McCurdy; and adding new Mayor Pro-Tem Jeanie Scott as authorized bank signers.

4. ATTACHMENTS:

Resolution No. 39-2021-01

RESOLUTION NO. 39-2021-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DESIGNATING PERSONS AUTHORIZED TO SIGN ON THE CITY'S DEPOSITORY ACCOUNTS AS THE OFFICIAL SIGNATORIES OF THE CITY OF VENUS, TEXAS.

WHEREAS, it is required that signatories be designated as the authorized signatories on depository accounts for the funds of the City of Venus, Texas; and

WHEREAS, the City Council shall require that all checks, withdrawals, or official actions be by two parties, being the Mayor, Mayor Pro Tem, and City Administrator as designated by resolution of the City Council;

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

Section 1. Any and all banks or financial institutions at which the City of Venus has depository accounts or other financial accounts are authorized to recognize the signatures of the City Administrator, currently elected Mayor, and currently elected Mayor Pro Tem.

Section 2. Any and all banks or financial institutions at which the City of Venus has depository accounts or other financial accounts are authorized to recognize the City's Finance Director as online administrator.

Section 3. The City Council shall by resolution designate the parties authorized for withdrawals or checks, or other negotiable instruments on behalf of the City of Venus, Texas, and such resolution shall be provided to the official depository or other financial institution within 48 hours of any changes of designated parties. Any modifications, addendum's or additions thereto shall be recognized by the official depository or other financial institution only upon duly signed resolution in a form similar to the current resolution fully executed by the Mayor and attested to by the City Secretary.

Section 4. The City Council removes Robert McCurdy as signatory for all depository and financial accounts.

Section 5. The City Council by this resolution hereby designates Cheryl Estes as online administrator for all City depository and financial accounts.

Section 6. James Burgess, Mayor; Jeanie Scott, Mayor Pro Tem; and Andy Wolfe, City Administrator are hereby designated as the signatories for the City of Venus on all depository and financial accounts; and such designations are to be effective immediately and continue until another is so designated.

PASSED AND ADOPTED ON THIS 11th DAY OF JANUARY, 2021.

City of Venus,

James Burgess, Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Secretary

**PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT
BERKOWITZ PLANNED DEVELOPMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 11th day of January, 2021, (the “Effective Date”), is made and entered into by and between the City of Venus, Texas (“City”), Wall010, LLC (“Owner”), and JMJ Residential, LLC, herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Owner owns or has under contract approximately 195 acres of land (the “Owner Tract”) in the City that the Owner desires to develop, which Owner Tract is further described in **Exhibit A** hereto; and

WHEREAS, the City and Owner desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Parties desire to negotiate and to enter into agreements in order to facilitate the development of the Property in a manner that benefits both the Owner and the City including any agreement related to the creation of a public improvement district (“PID”) pursuant to Chapter 372, Texas Local Government Code, as amended (“PID Act”), a tax increment reinvestment zone (“TIRZ”), or any other similar district (collectively the “Development Agreements”); and

WHEREAS, the negotiation of the Development Agreements will require the City to expend resources for various consultants to successfully assist with the negotiation process; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID and TIRZ review and creation process including the issuance of assessment revenue bonds secured by assessments within the PID (“PID Bonds”) until final completion of the first phase of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees (the “Professional Services”); and

WHEREAS, the Owner hereby agrees to pay for the necessary Professional Services provided by the consultants listed on **Exhibit B** and by additional consultants approved in writing by the Owner (collectively, the “City Consultants”); and

WHEREAS, the Owner and the City agree that a process to reach consensus on the Development Agreements require both parties to work together on a variety of matters; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Payment for Professional Services.

(a) The Owner shall be responsible for reimbursing the City for the payment of invoices for Professional Services relating to the provision of services for negotiation and drafting of the Development Agreements and any PID or TIRZ documentation or agreements, including invoices paid by the City prior to the effective date hereof for Professional Services previously rendered that were directly related to Owner and Property.

(b) Deposits – Initial Payment. Within five (5) business days after the execution of this Agreement, the Owner shall deliver to the City funds in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (“Initial Payment”) to be used solely to pay for Professional Services. Owner shall pay and subsequently replenish such Initial Payment to the full amounts specified below by submitting the required funds to City within ten (10) business days of written notice from City that the balance in the deposit account has decreased by ninety (90) percent or more of the Initial Payment set forth herein. The parties understand and agree that if Owner fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section, all work by City Consultants shall cease until such time as Owner deposits funds sufficient to comply with its obligations under this Section.

(c) Segregated Accounts. Payments hereunder shall be placed in a segregated account of the City. The City shall provide to the Owner, upon request, a monthly statement identifying all disbursements from the account

(d) Reimbursement of Fees to the City by the Owner. Except for the Initial Payment and Additional Payment, the Parties agree that the reimbursement to the City shall occur within thirty (30) days after the Owner’s receipt of a copy of the respective invoices for reasonable and necessary City Consultant fees paid or incurred by the City. The City shall forward to the Owner copies of all invoices received from the City Consultant performing the services within ten (10) days of receipt by the City. All invoices shall include, unless otherwise agreed to by the Parties, the date the services were performed, a general description of the services, the name of the City Consultant performing the services, and the amount of time spent each day to provide the service. After the Owner reimburses the City for any reasonable and necessary City Consultant fees, the City shall not be reimbursed such fees again for the identical tasks through any additional invoices or through PID Bond proceeds.

(e) Owner’s Disapproval of Invoices. Within fifteen (15) days of the Owner’s receipt of the City’s submission of the reasonable and necessary City Consultant fees invoiced, the Owner may disapprove the invoiced fees and give written notification to the

City of the Owner's disapproval specifying the reasons for such disapproval. If the Owner objects to any portion of an invoice, the Owner nevertheless shall timely reimburse the City for the amount of fees to which it has no objection. The City staff, the Owner, and the invoicing party shall attempt to resolve the dispute as to any disapproved fees within a reasonable period of time, but in no event shall such period of time exceed sixty (60) days; however, if the dispute cannot be timely resolved, the payment of the disputed amounts shall be resolved through non-binding mediation in Johnson County, Texas, in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect or to which the Parties may otherwise agree. The mediator shall be agreed to by the Parties. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation.

(f) Reimbursement with PID Bond Proceeds. Notwithstanding anything to the contrary, invoices for reasonable and necessary City Consultant fees paid or incurred by the City that are due within sixty (60) days prior to the closing of PID Bonds may be paid, at Owner's option, through PID Bond proceeds upon the closing of PID Bonds.

3. Effect of Agreement. This Agreement shall not: (a) confer upon the Owner any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

4. No Obligation to Establish PID or TIRZ. The Owner acknowledges that the City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, nor does it have any obligation to establish a TIRZ, and nothing contained within this Agreement shall create any such obligation. The Owner's obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness or TIRZ are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Owner. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

5. Releases and Indemnities.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. Except as related to the obligations contained in this Agreement, the Owner and JMJ Residential, LLC fully and forever release and discharge the City, its past and present employees, officers, council members, appointed officials, attorneys and other City representatives, including the City Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized

amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Owner's "Private Real property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the City, the City Consultants and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

(b) Except as related to the obligations contained in this Agreement, the City forever releases and discharges the Owner from and against any and all past and current Claims.

(c) The City represents and warrants to the Owner that it has no knowledge of any claims, demands, controversies or causes of action against the Owner arising through the Effective Date. The Owner represents and warrants to the City that it has no knowledge of any claims, demands, controversies, or causes of action against the City, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Owner represents and warrants that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Owner involving the City.

(d) THE OWNER AND JMJ RESIDENTIAL, LLC, JOINTLY AND SEVERALLY, ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES, FROM ANY AND ALL THIRD-PARTY "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WHICH IS NOT THE RESULT OF THE SOLE ACTIONS OF THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, CONSULTANT, AND OTHER CITY REPRESENTATIVES, AS AMENDED. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE

AGAINST THE OWNER AND JMJ RESIDENTIAL, LLC. THE OWNER AND JMJ RESIDENTIAL, LLC HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUALS SIGNING THIS AGREEMENT ON BEHALF OF THE OWNER AND JMJ RESIDENTIAL, LLC HAVE FULL AUTHORITY TO BIND THE OWNER AND JMJ RESIDENTIAL, LLC TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) business days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Owner, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay City Consultants for all Professional Services which are reasonably necessary and incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Owner. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Owner in the event of a termination shall survive any termination of this Agreement, and the Owner does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

8. Amendment. This Agreement may only be amended, altered or revoked by written instrument executed by the Parties.

9. Successors and Assigns. Neither City nor Owner may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: City Administrator
700 W. Highway 67
Venus, TX 76084

With a copy to: Attn: City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

To Owner: Attn: Vance McMurry

McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

To JMJ Residential: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

11. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for, or against, either party.

12. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Johnson County, Texas.

13. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

CITY OF VENUS, TEXAS

By _____
Mayor

Date: _____

WALL010, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

JMJ RESIDENTIAL, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

OWNER TRACT

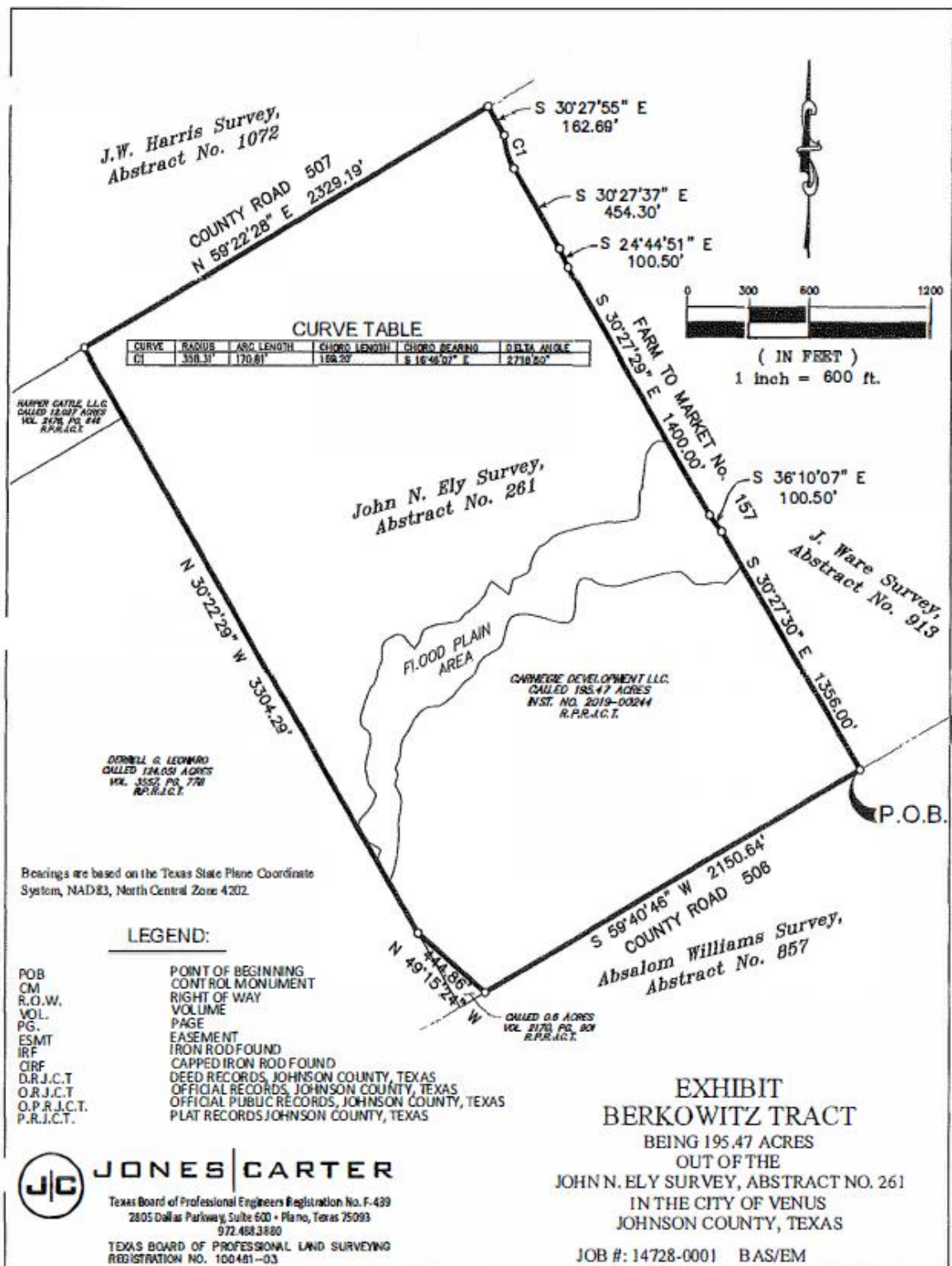


EXHIBIT B

CITY CONSULTANTS

City's Attorney	Billing Rate <u>\$300</u> per hour for attorney; <u>\$85</u> per hour for paralegals
City Bond Attorney	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat fee of \$35,000 per PID created, which fee shall be due and payable only upon commencement of Phase Two activities and prior to creation of any PID.
City Financial Advisor	Managing Director/Senior Vice President <u>\$310</u> per hour; Vice President <u>\$275</u> per hour; Assistant Vice President/Associate <u>\$175</u> per hour; Clerical/ Administrative Assistant <u>\$80</u> per hour
City Engineer	Billing Rate <u>\$200</u> per hour.

**PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT
GRIFFIN PLANNED DEVELOPMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 11th day of January, 2021, (the “Effective Date”), is made and entered into by and between the City of Venus, Texas (“City”), LDG001, LLC (“Owner”), and JMJ Residential, LLC, herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Owner owns or has under contract approximately 203.79 acres of land (the “Owner Tract”) in the City that the Owner desires to develop, which Owner Tract is further described in **Exhibit A** hereto; and

WHEREAS, the City and Owner desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Parties desire to negotiate and to enter into agreements in order to facilitate the development of the Property in a manner that benefits both the Owner and the City including any agreement related to the creation of a public improvement district (“PID”) pursuant to Chapter 372, Texas Local Government Code, as amended (“PID Act”), a tax increment reinvestment zone (“TIRZ”), or any other similar district (collectively the “Development Agreements”); and

WHEREAS, the negotiation of the Development Agreements will require the City to expend resources for various consultants to successfully assist with the negotiation process; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID and TIRZ review and creation process including the issuance of assessment revenue bonds secured by assessments within the PID (“PID Bonds”) until final completion of the first phase of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees (the “Professional Services”); and

WHEREAS, the Owner hereby agrees to pay for the necessary Professional Services provided by the consultants listed on **Exhibit B** and by additional consultants approved in writing by the Owner (collectively, the “City Consultants”); and

WHEREAS, the Owner and the City agree that a process to reach consensus on the Development Agreements require both parties to work together on a variety of matters; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Payment for Professional Services.

(a) The Owner shall be responsible for reimbursing the City for the payment of invoices for Professional Services relating to the provision of services for negotiation and drafting of the Development Agreements and any PID or TIRZ documentation or agreements, including invoices paid by the City prior to the effective date hereof for Professional Services previously rendered that were directly related to Owner and Property.

(b) Deposits – Initial Payment. Within five (5) business days after the execution of this Agreement, the Owner shall deliver to the City funds in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (“Initial Payment”) to be used solely to pay for Professional Services. Owner shall pay and subsequently replenish such Initial Payment to the full amounts specified below by submitting the required funds to City within ten (10) business days of written notice from City that the balance in the deposit account has decreased by ninety (90) percent or more of the Initial Payment set forth herein. The parties understand and agree that if Owner fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section, all work by City Consultants shall cease until such time as Owner deposits funds sufficient to comply with its obligations under this Section.

(c) Segregated Accounts. Payments hereunder shall be placed in a segregated account of the City. The City shall provide to the Owner, upon request, a monthly statement identifying all disbursements from the account

(d) Reimbursement of Fees to the City by the Owner. Except for the Initial Payment and Additional Payment, the Parties agree that the reimbursement to the City shall occur within thirty (30) days after the Owner’s receipt of a copy of the respective invoices for reasonable and necessary City Consultant fees paid or incurred by the City. The City shall forward to the Owner copies of all invoices received from the City Consultant performing the services within ten (10) days of receipt by the City. All invoices shall include, unless otherwise agreed to by the Parties, the date the services were performed, a general description of the services, the name of the City Consultant performing the services, and the amount of time spent each day to provide the service. After the Owner reimburses the City for any reasonable and necessary City Consultant fees, the City shall not be reimbursed such fees again for the identical tasks through any additional invoices or through PID Bond proceeds.

(e) Owner’s Disapproval of Invoices. Within fifteen (15) days of the Owner’s receipt of the City’s submission of the reasonable and necessary City Consultant fees invoiced, the Owner may disapprove the invoiced fees and give written notification to the

City of the Owner's disapproval specifying the reasons for such disapproval. If the Owner objects to any portion of an invoice, the Owner nevertheless shall timely reimburse the City for the amount of fees to which it has no objection. The City staff, the Owner, and the invoicing party shall attempt to resolve the dispute as to any disapproved fees within a reasonable period of time, but in no event shall such period of time exceed sixty (60) days; however, if the dispute cannot be timely resolved, the payment of the disputed amounts shall be resolved through non-binding mediation in Johnson County, Texas, in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect or to which the Parties may otherwise agree. The mediator shall be agreed to by the Parties. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation.

(f) Reimbursement with PID Bond Proceeds. Notwithstanding anything to the contrary, invoices for reasonable and necessary City Consultant fees paid or incurred by the City that are due within sixty (60) days prior to the closing of PID Bonds may be paid, at Owner's option, through PID Bond proceeds upon the closing of PID Bonds.

3. Effect of Agreement. This Agreement shall not: (a) confer upon the Owner any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

4. No Obligation to Establish PID or TIRZ. The Owner acknowledges that the City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, nor does it have any obligation to establish a TIRZ, and nothing contained within this Agreement shall create any such obligation. The Owner's obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness or TIRZ are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Owner. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

5. Releases and Indemnities.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. Except as related to the obligations contained in this Agreement, the Owner and JMJ Residential, LLC fully and forever release and discharge the City, its past and present employees, officers, council members, appointed officials, attorneys and other City representatives, including the City Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code,

including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Owner's "Private Real property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the City, the City Consultants and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

(b) Except as related to the obligations contained in this Agreement, the City forever releases and discharges the Owner from and against any and all past and current Claims.

(c) The City represents and warrants to the Owner that it has no knowledge of any claims, demands, controversies or causes of action against the Owner arising through the Effective Date. The Owner represents and warrants to the City that it has no knowledge of any claims, demands, controversies, or causes of action against the City, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Owner represents and warrants that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Owner involving the City.

(d) THE OWNER AND JMJ RESIDENTIAL, LLC, JOINTLY AND SEVERALLY, ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES, FROM ANY AND ALL THIRD-PARTY "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WHICH IS NOT THE RESULT OF THE SOLE ACTIONS OF THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, CONSULTANT, AND OTHER CITY REPRESENTATIVES, AS AMENDED. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT

AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER AND MJM RESIDENTIAL, LLC. THE OWNER AND MJM RESIDENTIAL, LLC HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUALS SIGNING THIS AGREEMENT ON BEHALF OF THE OWNER AND MJM RESIDENTIAL, LLC HAVE FULL AUTHORITY TO BIND THE OWNER AND MJM RESIDENTIAL, LLC TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) business days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Owner, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay City Consultants for all Professional Services which are reasonably necessary and incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Owner. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Owner in the event of a termination shall survive any termination of this Agreement, and the Owner does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

8. Amendment. This Agreement may only be amended, altered or revoked by written instrument executed by the Parties.

9. Successors and Assigns. Neither City nor Owner may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: City Administrator
700 W. Highway 67
Venus, TX 76084

With a copy to: Attn: City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

To Owner: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

To JMJ Residential: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

11. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for, or against, either party.

12. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Johnson County, Texas.

13. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

CITY OF VENUS, TEXAS

By _____
Mayor

Date: _____

LDG001, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

JMJ RESIDENTIAL, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
PAGE 1 OF 2

OWNER TRACT

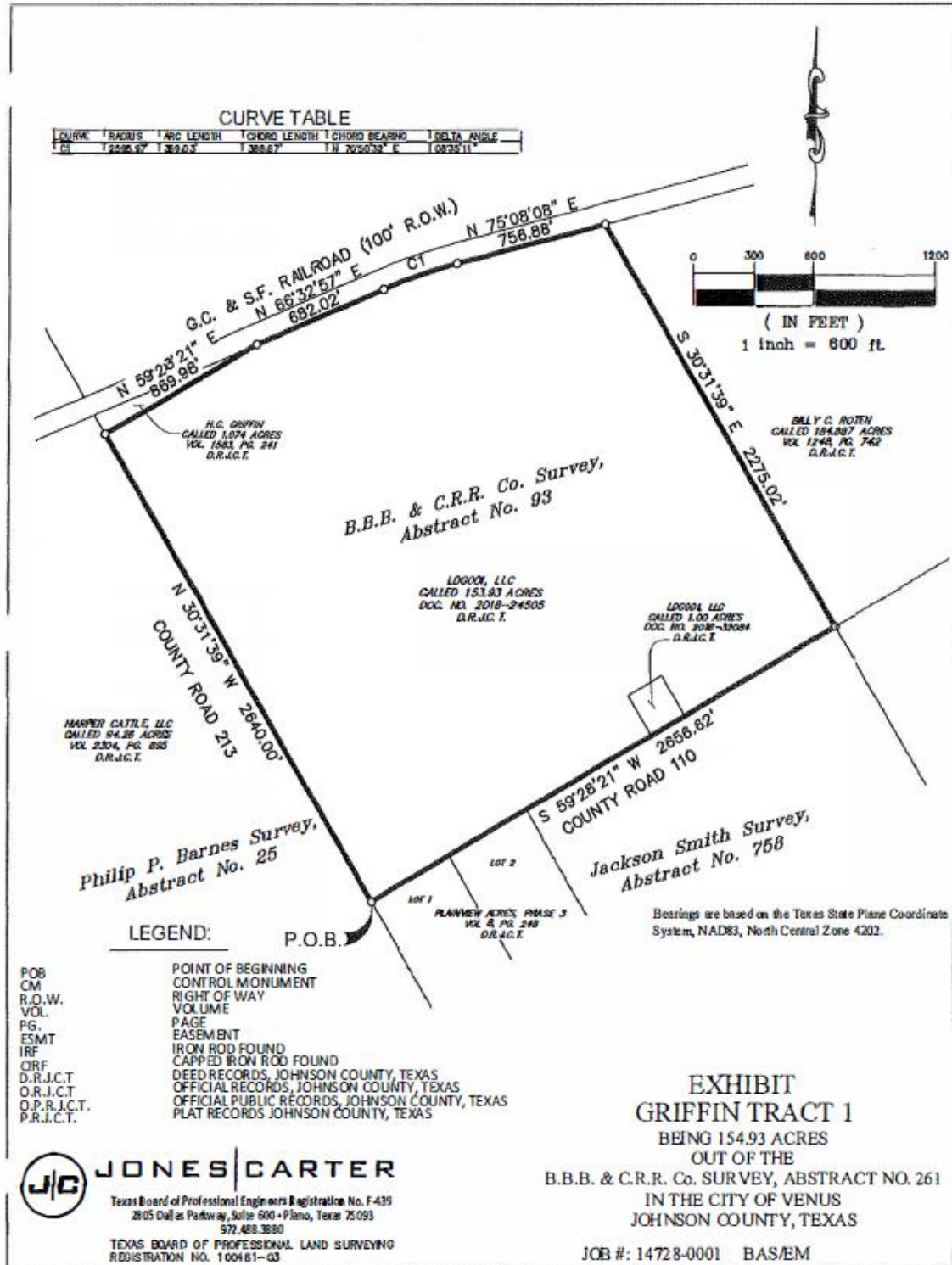


EXHIBIT A
PAGE 2 OF 2

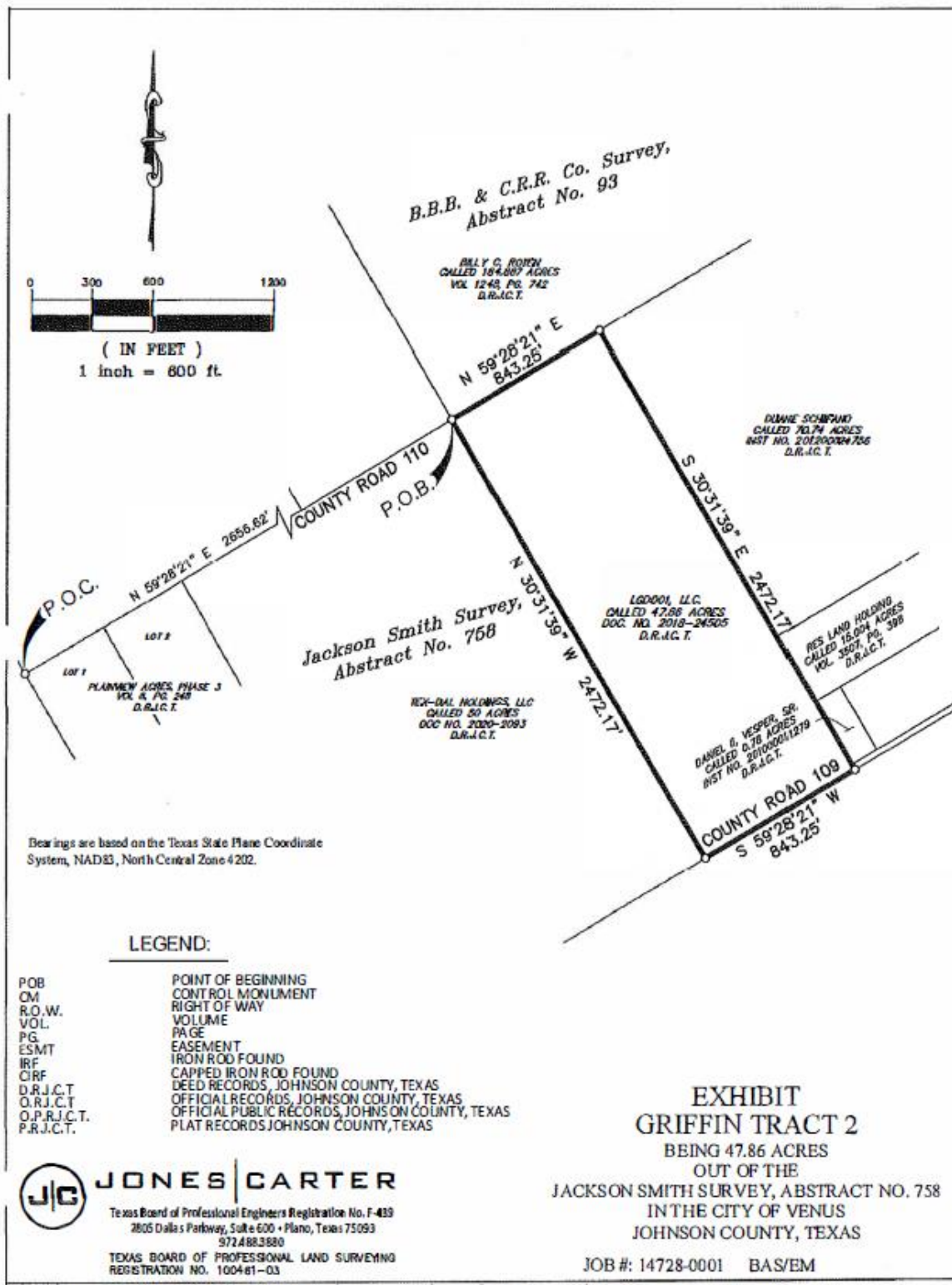


EXHIBIT B

CITY CONSULTANTS

City's Attorney	Billing Rate <u>\$300</u> per hour for attorney; <u>\$85</u> per hour for paralegals
City Bond Attorney	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat fee of \$35,000 per PID created, which fee shall be due and payable only upon commencement of Phase Two activities and prior to creation of any PID.
City Financial Advisor	Managing Director/Senior Vice President <u>\$310</u> per hour; Vice President <u>\$275</u> per hour; Assistant Vice President/Associate <u>\$175</u> per hour; Clerical/ Administrative Assistant <u>\$80</u> per hour
City Engineer	Billing Rate <u>\$200</u> per hour.

**PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT
NORTHSTAR PLANNED DEVELOPMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 11th day of January, 2021, (the “Effective Date”), is made and entered into by and between the City of Venus, Texas (“City”), Wall 009, LLC, and DJD Land Partners, LLC, (together the “Owners”), and JMJ Residential, LLC, herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Owners together own approximately 193.6 acres of land (together the “Owners Tracts”) in the City that the Owners desire to develop, which Owners Tracts are further described in Exhibit A hereto (the 34.74 acres described at Exhibit A-1, having been already developed, are not included in the Owners Tracts); and

WHEREAS, the City and Owners desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Parties desire to negotiate and to enter into agreements in order to facilitate the development of the Property in a manner that benefits both the Owners and the City including any agreement related to the creation of a public improvement district (“PID”) pursuant to Chapter 372, Texas Local Government Code, as amended (“PID Act”), a tax increment reinvestment zone (“TIRZ”), or any other similar district (collectively the “Development Agreements”); and

WHEREAS, the negotiation of the Development Agreements will require the City to expend resources for various consultants to successfully assist with the negotiation process; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID and TIRZ review and creation process including the issuance of assessment revenue bonds secured by assessments within the PID (“PID Bonds”) until final completion of the first phase of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees (the “Professional Services”); and

WHEREAS, the Owners hereby agree to pay for the necessary Professional Services provided by the consultants listed on Exhibit B and by additional consultants approved in writing by the Owners (collectively, the “City Consultants”); and

WHEREAS, the Owners and the City agree that a process to reach consensus on the Development Agreements require both parties to work together on a variety of matters; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained

herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Payment for Professional Services.

(a) The Owners shall be responsible for reimbursing the City for the payment of invoices for Professional Services relating to the provision of services for negotiation and drafting of the Development Agreements and any PID or TIRZ documentation or agreements, including invoices paid by the City prior to the effective date hereof for Professional Services previously rendered that were directly related to Owners and Property.

(b) Deposits – Initial Payment. Within five (5) business days after the execution of this Agreement, the Owners shall deliver to the City funds in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (“Initial Payment”) to be used solely to pay for Professional Services. Owners shall pay and subsequently replenish such Initial Payment to the full amounts specified below by submitting the required funds to City within ten (10) business days of written notice from City that the balance in the deposit account has decreased by ninety (90) percent or more of the Initial Payment set forth herein. The parties understand and agree that if Owners fail to pay and/or make replenishment payment(s) in accordance with the requirements of this Section, all work by City Consultants shall cease until such time as Owners deposit funds sufficient to comply with its obligations under this Section.

(c) Additional Payment. The Owner also agrees to pay the sum (“Additional Payment”) of TWENTY-SEVEN THOUSAND FORTY-TWO AND 99/100 DOLLARS (\$27,042.99) which will be used to reimburse the City of Venus for Professional Services under the original Venus Ridge IV and North Star Addition Development agreement for the “Sewer Project”. The Owner will pay the invoices for the “Sewer Project” within 30 days of receiving (i) the invoices, which document and describe the services provided under such agreement, and (ii) verification of the delivery of the approved stamped plans in PDF and CAD format have been delivered to owner’s representative at Jones Carter. Thereafter and following the City Council’s ratification of this PSA both parties agree to terminate the previous Venus Ridge IV and North Star Development Agreements and release each other from all further obligations under the agreements. The amount paid toward the “sewer project” will be allowed to be reimbursed under any future agreement reached between the owner and the City of Venus for infrastructure reimbursement.

(d) Segregated Accounts. Payments hereunder shall be placed in a segregated account of the City. The City shall provide to the Owners, upon request, a monthly statement identifying all disbursements from the account

(e) Reimbursement of Fees to the City by the Owners. Except for the Initial Payment and Additional Payment, the Parties agree that the reimbursement to the City shall occur within thirty (30) days after the Owners' receipt of a copy of the respective invoices for reasonable and necessary City Consultant fees paid or incurred by the City. The City shall forward to the Owners copies of all invoices received from the City Consultant performing the services within ten (10) days of receipt by the City. All invoices shall include, unless otherwise agreed to by the Parties, the date the services were performed, a general description of the services, the name of the City Consultant performing the services, and the amount of time spent each day to provide the service. After the Owners reimburse the City for any reasonable and necessary City Consultant fees, the City shall not be reimbursed such fees again for the identical tasks through any additional invoices or through PID Bond proceeds.

(f) Owners' Disapproval of Invoices. Within fifteen (15) days of the Owners' receipt of the City's submission of the reasonable and necessary City Consultant fees invoiced, the Owners may disapprove the invoiced fees and give written notification to the City of the Owners' disapproval specifying the reasons for such disapproval. If the Owners objects to any portion of an invoice, the Owners nevertheless shall timely reimburse the City for the amount of fees to which they have no objection. The City staff, the Owners, and the invoicing party shall attempt to resolve the dispute as to any disapproved fees within a reasonable period of time, but in no event shall such period of time exceed sixty (60) days; however, if the dispute cannot be timely resolved, the payment of the disputed amounts shall be resolved through non-binding mediation in Johnson County, Texas, in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect or to which the Parties may otherwise agree. The mediator shall be agreed to by the Parties. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation.

(g) Reimbursement with PID Bond Proceeds. Notwithstanding anything to the contrary, invoices for reasonable and necessary City Consultant fees paid or incurred by the City that are due within sixty (60) days prior to the closing of PID Bonds may be paid, at Owners' option, through PID Bond proceeds upon the closing of PID Bonds.

3. Effect of Agreement. This Agreement shall not: (a) confer upon the Owners any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

4. No Obligation to Establish PID or TIRZ. The Owners acknowledge that the City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, nor does it have any obligation to establish a TIRZ, and nothing contained within this Agreement shall create any such obligation. The Owners' obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness or TIRZ are approved. This Agreement shall confer no vested rights or development rights on the Property

or to the Owners. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

5. Releases and Indemnities.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. Except as related to the obligations contained in this Agreement, the Owners and MJM Residential, LLC fully and forever release and discharge the City, its past and present employees, officers, council members, appointed officials, attorneys and other City representatives, including the City Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Owners' "Private Real property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the City, the City Consultants and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

(b) Except as related to the obligations contained in this Agreement, the City forever releases and discharges the Owners from and against any and all past and current Claims.

(c) The City represents and warrants to the Owners that it has no knowledge of any claims, demands, controversies or causes of action against the Owners arising through the Effective Date. The Owners represent and warrant to the City that they have no knowledge of any claims, demands, controversies, or causes of action against the City, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Owners represent and warrant that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Owners involving the City.

(d) THE OWNERS AND MJM RESIDENTIAL, LLC, JOINTLY AND SEVERALLY, ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER CITY REPRESENTATIVES, FROM ANY AND ALL THIRD-PARTY "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WHICH IS NOT THE RESULT OF THE SOLE ACTIONS OF THE CITY, ITS EMPLOYEES, OFFICERS, COMMISSION MEMBERS, APPOINTED OFFICIALS, CONSULTANT, AND OTHER CITY REPRESENTATIVES, AS AMENDED. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS,

COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE OWNERS AND JMJ RESIDENTIAL, LLC. THE OWNERS AND JMJ RESIDENTIAL, LLC HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUALS SIGNING THIS AGREEMENT ON BEHALF OF THE OWNERS AND JMJ RESIDENTIAL, LLC HAVE FULL AUTHORITY TO BIND THE OWNERS AND JMJ RESIDENTIAL, LLC TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Any Party may terminate this Agreement for any reason or for no reason by providing at least five (5) business days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Owners, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay City Consultants for all Professional Services which are reasonably necessary and incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Owners. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Owners in the event of a termination shall survive any termination of this Agreement, and the Owners does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

8. Amendment. This Agreement may only be amended, altered or revoked by written instrument executed by the Parties.

9. Successors and Assigns. Neither City nor Owners may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: City Administrator
700 W. Highway 67
Venus, TX 76084

With a copy to: Attn: City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034

To Owners: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

To JMJ Residential: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

11. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for, or against, either party.

12. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Johnson County, Texas.

13. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found

to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

CITY OF VENUS, TEXAS

By _____
Mayor

Date: _____

WALL 009, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DJD LAND PARTNERS, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

JMJ RESIDENTIAL, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A – PAGE 1 OF 2 **DJD LAND PARTNERS TRACT**

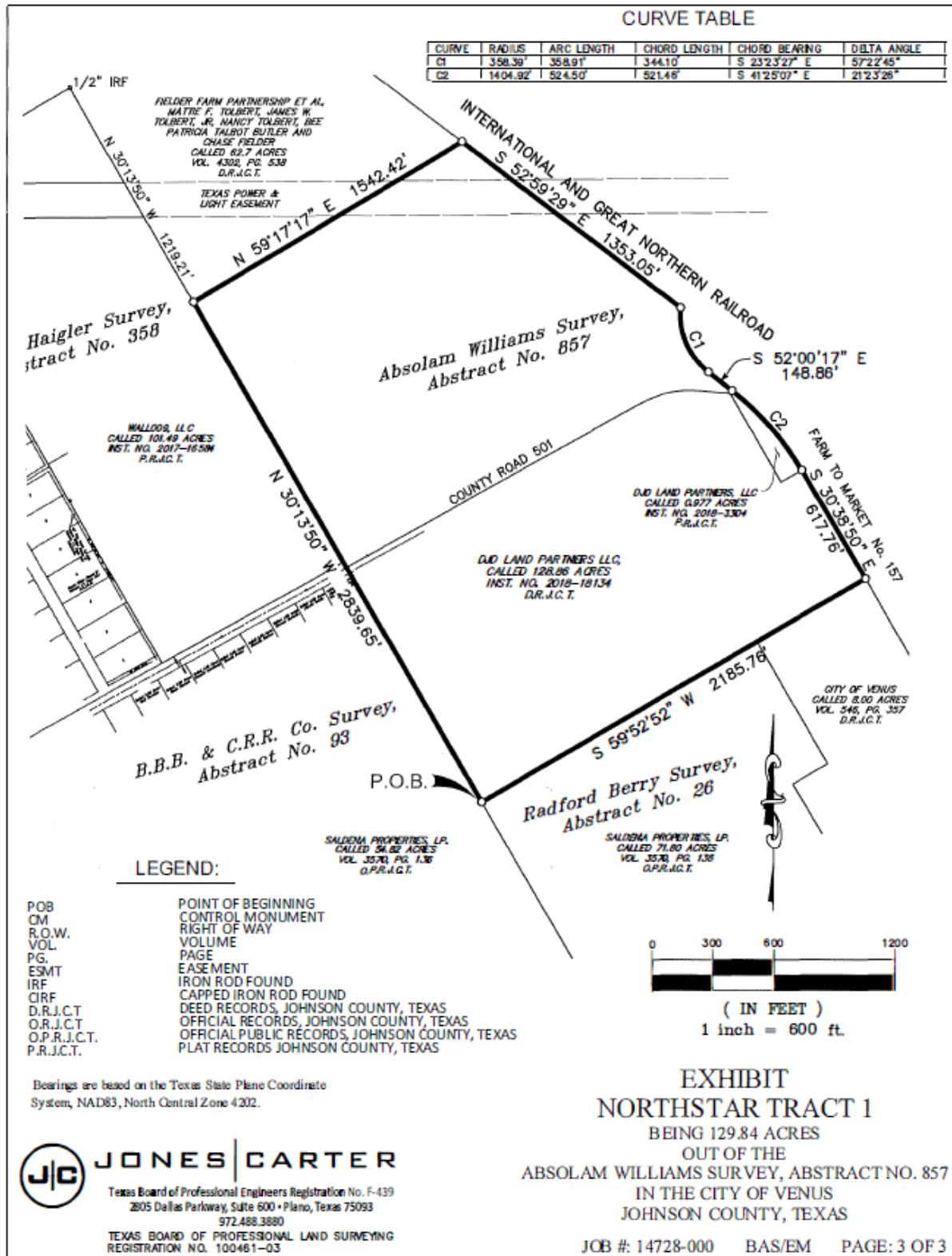


EXHIBIT A-1

APPROXIMATELY 37.74 ACRES NOT INCLUDED IN OWNERS TRACT

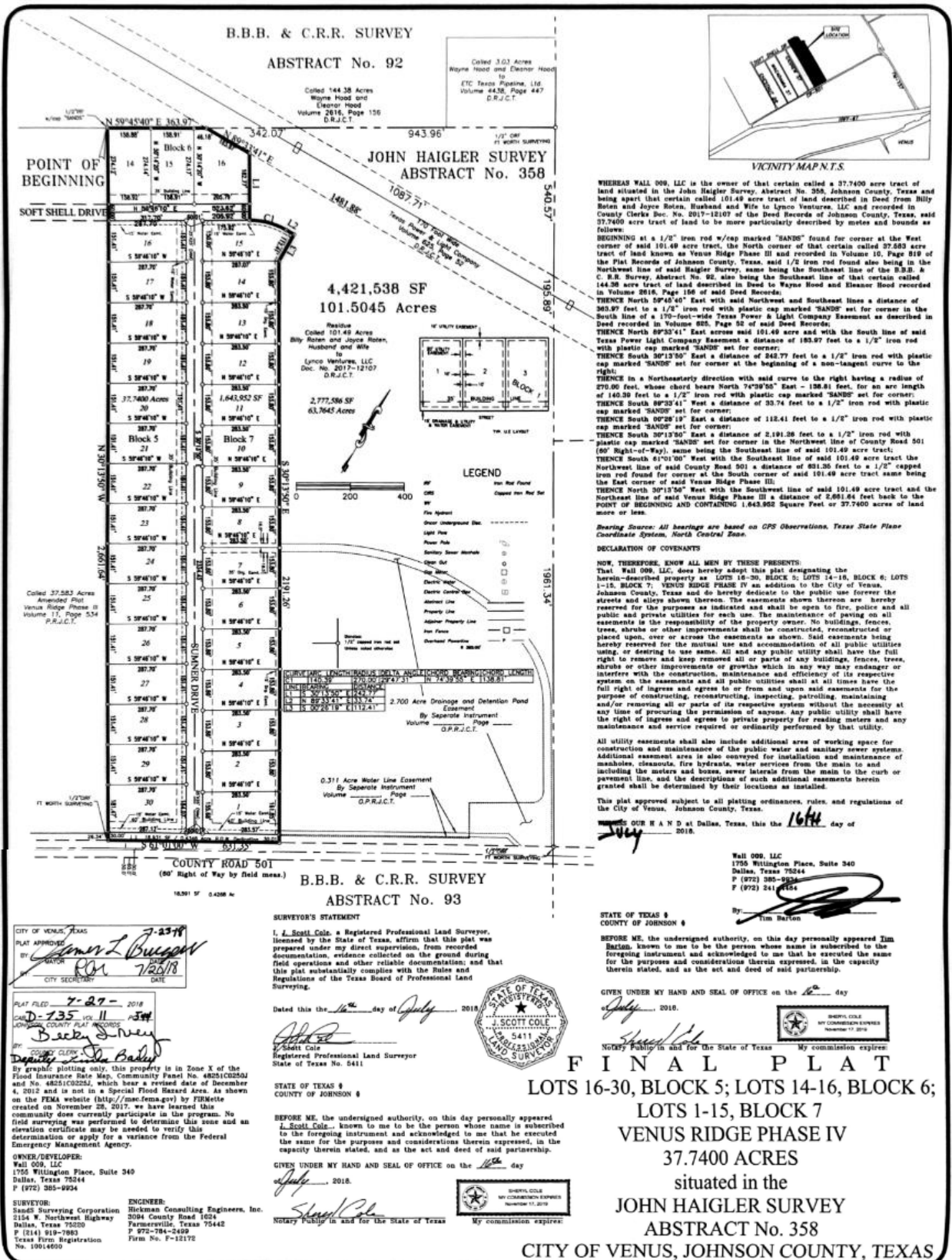


EXHIBIT B

CITY CONSULTANTS

City's Attorney	Billing Rate <u>\$300</u> per hour for attorney; <u>\$85</u> per hour for paralegals
City Bond Attorney	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat fee of \$35,000 per PID created, which fee shall be due and payable only upon commencement of Phase Two activities and prior to creation of any PID.
City Financial Advisor	Managing Director/Senior Vice President <u>\$310</u> per hour; Vice President <u>\$275</u> per hour; Assistant Vice President/Associate <u>\$175</u> per hour; Clerical/ Administrative Assistant <u>\$80</u> per hour
City Engineer	Billing Rate <u>\$200</u> per hour.

**PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT
JOHNSTON PLANNED DEVELOPMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 11th day of January, 2021, (the “Effective Date”), is made and entered into by and between the City of Venus, Texas (“City”), Johnston & Associates, LLP, and Frank Carvalho (together the “Owners”), and JMJ Residential, LLC, herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Owners own or have under contract approximately 59 acres of land (the “Owners Tract”) in the City that the Owners desire to develop, which Owners Tract is further described in **Exhibit A** hereto; and

WHEREAS, the City and Owners desire for the Property to be developed in a high quality manner that creates a benefit for all residents in the City; and

WHEREAS, the Parties desire to negotiate and to enter into agreements in order to facilitate the development of the Property in a manner that benefits both the Owners and the City including any agreement related to the creation of a public improvement district (“PID”) pursuant to Chapter 372, Texas Local Government Code, as amended (“PID Act”), a tax increment reinvestment zone (“TIRZ”), or any other similar district (collectively the “Development Agreements”); and

WHEREAS, the negotiation of the Development Agreements will require the City to expend resources for various consultants to successfully assist with the negotiation process; and

WHEREAS, the Parties hereto recognize that the City will continue to incur expenses through the entire PID and TIRZ review and creation process including the issuance of assessment revenue bonds secured by assessments within the PID (“PID Bonds”) until final completion of the first phase of the development (“City Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees (the “Professional Services”); and

WHEREAS, the Owners hereby agree to pay for the necessary Professional Services provided by the consultants listed on **Exhibit B** and by additional consultants approved in writing by the Owners (collectively, the “City Consultants”); and

WHEREAS, the Owners and the City agree that a process to reach consensus on the Development Agreements require both parties to work together on a variety of matters; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained

herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.

2. Payment for Professional Services.

(a) The Owners shall be responsible for reimbursing the City for the payment of invoices for Professional Services relating to the provision of services for negotiation and drafting of the Development Agreements and any PID or TIRZ documentation or agreements, including invoices paid by the City prior to the effective date hereof for Professional Services previously rendered that were directly related to Owners and Property.

(b) Deposits – Initial Payment. Within five (5) business days after the execution of this Agreement, the Owners shall deliver to the City funds in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (“Initial Payment”) to be used solely to pay for Professional Services. Owners shall pay and subsequently replenish such Initial Payment to the full amounts specified below by submitting the required funds to City within ten (10) business days of written notice from City that the balance in the deposit account has decreased by ninety (90) percent or more of the Initial Payment set forth herein. The parties understand and agree that if Owners fail to pay and/or make replenishment payment(s) in accordance with the requirements of this Section, all work by City Consultants shall cease until such time as Owners deposit funds sufficient to comply with its obligations under this Section.

(c) Segregated Accounts. Payments hereunder shall be placed in a segregated account of the City. The City shall provide to the Owners, upon request, a monthly statement identifying all disbursements from the account

(d) Reimbursement of Fees to the City by the Owners. Except for the Initial Payment and Additional Payment, the Parties agree that the reimbursement to the City shall occur within thirty (30) days after the Owners’ receipt of a copy of the respective invoices for reasonable and necessary City Consultant fees paid or incurred by the City. The City shall forward to the Owners copies of all invoices received from the City Consultant performing the services within ten (10) days of receipt by the City. All invoices shall include, unless otherwise agreed to by the Parties, the date the services were performed, a general description of the services, the name of the City Consultant performing the services, and the amount of time spent each day to provide the service. After the Owners reimburse the City for any reasonable and necessary City Consultant fees, the City shall not be reimbursed such fees again for the identical tasks through any additional invoices or through PID Bond proceeds.

(e) Owners' Disapproval of Invoices. Within fifteen (15) days of the Owners' receipt of the City's submission of the reasonable and necessary City Consultant fees invoiced, the Owners may disapprove the invoiced fees and give written notification to the City of the Owners' disapproval specifying the reasons for such disapproval. If the Owners objects to any portion of an invoice, the Owners nevertheless shall timely reimburse the City for the amount of fees to which they have no objection. The City staff, the Owners, and the invoicing party shall attempt to resolve the dispute as to any disapproved fees within a reasonable period of time, but in no event shall such period of time exceed sixty (60) days; however, if the dispute cannot be timely resolved, the payment of the disputed amounts shall be resolved through non-binding mediation in Johnson County, Texas, in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect or to which the Parties may otherwise agree. The mediator shall be agreed to by the Parties. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation.

(f) Reimbursement with PID Bond Proceeds. Notwithstanding anything to the contrary, invoices for reasonable and necessary City Consultant fees paid or incurred by the City that are due within sixty (60) days prior to the closing of PID Bonds may be paid, at Owners' option, through PID Bond proceeds upon the closing of PID Bonds.

3. Effect of Agreement. This Agreement shall not: (a) confer upon the Owners any vested rights or development rights with respect to the Property, and more specifically, this Agreement does not constitute a permit under Chapter 245 of the Texas Local Government Code; (b) bind or obligate the City to approve any documents or agreements related to the development of the Property including, but not limited to, any zoning rights; or (c) be considered an impact fee.

4. No Obligation to Establish PID or TIRZ. The Owners acknowledge that the City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, nor does it have any obligation to establish a TIRZ, and nothing contained within this Agreement shall create any such obligation. The Owners' obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness or TIRZ are approved. This Agreement shall confer no vested rights or development rights on the Property or to the Owners. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

5. Releases and Indemnities.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. Except as related to the obligations contained in this Agreement, the Owners and JMJ Residential, LLC fully and forever release and discharge the City, its past and present employees, officers, council members, appointed officials, attorneys and other City representatives, including the City Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims under any local, state, or

federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Owners' "Private Real property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the City, the City Consultants and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

(b) Except as related to the obligations contained in this Agreement, the City forever releases and discharges the Owners from and against any and all past and current Claims.

(c) The City represents and warrants to the Owners that it has no knowledge of any claims, demands, controversies or causes of action against the Owners arising through the Effective Date. The Owners represent and warrant to the City that they have no knowledge of any claims, demands, controversies, or causes of action against the City, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Owners represent and warrant that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Owners involving the City.

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LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE OWNERS AND JMJ RESIDENTIAL, LLC. THE OWNERS AND JMJ RESIDENTIAL, LLC HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUALS SIGNING THIS AGREEMENT ON BEHALF OF THE OWNERS AND JMJ RESIDENTIAL, LLC HAVE FULL AUTHORITY TO BIND THE OWNERS AND JMJ RESIDENTIAL, LLC TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Any Party may terminate this Agreement for any reason or for no reason by providing at least five (5) business days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Owners, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The City shall be entitled to pay City Consultants for all Professional Services which are reasonably necessary and incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Owners. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Owners in the event of a termination shall survive any termination of this Agreement, and the Owners does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

8. Amendment. This Agreement may only be amended, altered or revoked by written instrument executed by the Parties.

9. Successors and Assigns. Neither City nor Owners may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City: Attn: City Administrator
 700 W. Highway 67
 Venus, TX 76084

With a copy to: Attn: City Attorney
 Messer, Fort & McDonald, PLLC
 6371 Preston Road, Suite 200

Frisco, TX 75034

To Owners: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

To JMJ Residential: Attn: Vance McMurry
McMurry Legal, PLLC
508 W. Lookout #14-74
Richardson, TX 75080

With a copy to: Attn: Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234

11. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for, or against, either party.

12. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Johnson County, Texas.

13. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

CITY OF VENUS, TEXAS

By _____
Mayor

Date: _____

JOHNSTON & ASSOCIATES, LLP
a Texas limited liability partnership

By: _____

Name: _____

Title: _____

Date: _____

FRANK CARVALHO

By: _____

Date: _____

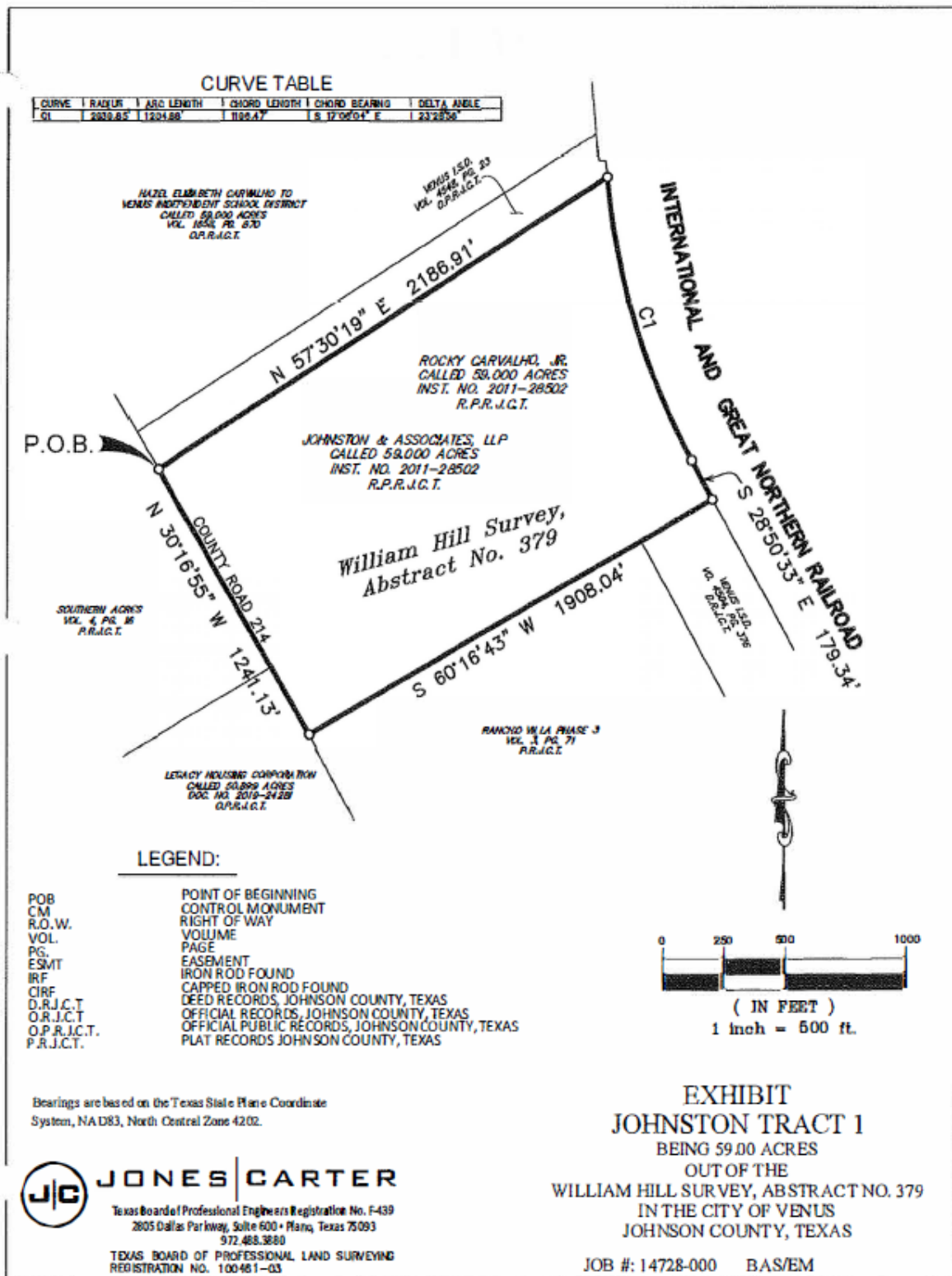
JMJ RESIDENTIAL, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A OWNERS TRACT



R:\14728\14728-0001-00 Venus - 22000 bld w. special district\1 Surveying Phase\CAD Files\Master Boundary File\Venus Johnson Boundary.dwg

EXHIBIT B

CITY CONSULTANTS

City's Attorney	Billing Rate <u>\$300</u> per hour for attorney; <u>\$85</u> per hour for paralegals
City Bond Attorney	McCall, Parkhurst & Horton L.L.P. ("Bond Counsel") shall charge a flat fee of \$35,000 per PID created, which fee shall be due and payable only upon commencement of Phase Two activities and prior to creation of any PID.
City Financial Advisor	Managing Director/Senior Vice President <u>\$310</u> per hour; Vice President <u>\$275</u> per hour; Assistant Vice President/Associate <u>\$175</u> per hour; Clerical/ Administrative Assistant <u>\$80</u> per hour
City Engineer	Billing Rate <u>\$200</u> per hour.