



City Council

Monday, April 14, 2025 - 6:30 PM

Regular Council Meeting
210 S. Walnut Street
Venus, Texas 76084

AGENDA

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance, Pledge to Texas Flag:

2. Announcements from Mayor:

Cell phones are to be 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:

Thank you for your participation in tonight's Public Comments Session. This segment is a crucial component of our local government meetings, where each speaker is allotted 4 minutes. While the City Council and I consider all input, the Texas Open Meetings Act mandates that this be a time for us to listen rather than engage in dialogue. Rest assured, our City Administrator and City Secretary are diligently recording notes should any actions be necessary. When you are ready, you may begin, and your time will start.

4. Presentation and Proclamations:

4.1. National Fentanyl Awareness Day

4.2. National Public Safety Telecommunicators Week

4.3. Presentation for Johnson County Day that was recognized at the Texas Capitol.
(Councilmember Hamm)

5. Consent Agenda:

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

5.1. Approval of a Resolution to Ratify Updated HR Policy.

5.2. Consider a Resolution Approving a Municipal Maintenance Agreement between the City and the State of Texas for the maintenance, control, supervision and regulation of certain state highways and/or portions of state highways in the City of Venus, Texas.

5.3. Ratifying bills and monthly financial report for the month of January 2025.

- 5.4. Ratifying bills and monthly financial report for the month of February 2025.
- 5.5. Approval of an Interlocal Agreement with Ellis County Emergency Services District No. 2 for Providing Emergency Services.
- 5.6. Approval of meeting minutes of the regular meeting called on March 10, 2025.
- 5.7. Approval of an Interlocal Agreement with Johnson County for the reconstruction of a section of CR109.
- 5.8. Consider approval of a Resolution of the City Council of the City of Venus, authorizing the execution of a loan agreement from the State Infrastructure Bank; Authorizing the City Administrator to act on behalf of the City of Venus in all matters relating to the loan agreement.

6. Public Hearings and Action Items:

7. Discussion and Consideration Items:

- 7.1. Discuss and consider the approval of a vendor/consultant for Strategic Planning Services.

8. Executive Session:

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

8.1. Section 551.074-Personnel Matters.

Discussion regarding the employment, evaluation, reassignment, duties, discipline, resignation, or dismissal of a city officer or employee, unless such officer or employee requests a public hearing to wit: City Secretary.

8.2. Section 551.071(2) Consultation with Attorney.

Seek legal advice regarding the relationship of City Administrator with department heads, including but not limited to: Police Department, as it relates to compliance with relevant laws and best practices, focusing on areas like authority, communication, and potential conflicts.

9. Items for Future Agendas:

10. 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 board at 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, on April 09, 2025 on or before 5:30 pm.

Callie Green, TRMC

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. This building is wheelchair-accessible. Any requests for Interpretive Services must be made 48 hours in advance of the scheduled meeting. To make arrangements, please call 972-366-3348.

Removed: _____

Time: _____

CITY of VENUS



OFFICE of MAYOR

Proclamation

WHEREAS, the fentanyl epidemic in the United States is a serious public safety threat, with illicit fentanyl poisoning rates currently reaching the highest level in history; and

WHEREAS, fentanyl is a highly addictive synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine. According to the United States Drug Enforcement Administration (DEA), illicit fentanyl is being manufactured with other illicit drugs to increase potency, sold as powders and mixed with other illicit drugs and is increasingly pressed into counterfeit pills made to look like legitimate pharmaceutical drugs; and

WHEREAS, it is becoming more common for individuals to unknowingly use fentanyl which has led to the DEA issuing a public safety alert seeking to raise awareness of a significant nationwide surge on counterfeit pills, and

Whereas, in Venus and the surrounding area many adults and children have sadly been injured, and some have died due to fentanyl overdose; and

Whereas, we can help save lives by making residents of Venus, Texas, aware of the dangers of fentanyl by working with law enforcement to prevent drugs from entering the community, and by reducing the stigma surrounding drug use so people can find resources to prevent overdose deaths, connect to treatment, and be healed; and

Whereas, *Venus Beyond Boundaries* has brought this urgent issue to the attention of city officials;

NOW, THEREFORE, I, Alejandro Galaviz, Mayor of the City of Venus, do hereby proclaim *April 25, 2025*, as

Fentanyl Prevention & Awareness Day

in the City of Venus and call upon all residents to educate themselves and their loved ones on the danger posed by fentanyl and other drugs, and to seek education on the issue.

GIVEN under my hand and the Seal of the City of Venus, this **14th** day of **April 2025**.

Alejandro Galaviz
Mayor

CITY of VENUS



OFFICE of the MAYOR

Proclamation

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Johnson County emergency communications centers; and,

Whereas, Public Safety Telecommunicators are the first responders, serving as the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas, Public Safety Telecommunicators of the Johnson County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, I, Alejandro Galaviz, Mayor of the City of Venus, do hereby proclaim *the week of April 13 through 19, 2025, to be*

National Public Safety Telecommunicators Week

in the City of Venus in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

GIVEN under my hand and the Seal of the City of Venus, **this 14th day of April 2025.**

Alejandro Galaviz
Mayor

ITEM REPORT

To: City Council
From:
Subject: Approval of a Resolution to Ratify Updated HR Policy.
Department/Office: Administration

Summary:

Recommended Action:

Budget:

Attachments:

1. HR Policy Update Ratification Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, REPEALING RESOLUTION NO. 01-2024-01 ADOPTING PERSONNEL POLICIES FOR THE ADMINISTRATION OF EMPLOYEES OF THE CITY AND REPLACING IT WITH A NEW PERSONNEL POLICIES FOR THE ADMINISTRATION OF EMPLOYEES OF THE CITY; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 8, 2024, the City Council of the City of Venus (the “City”) adopted Resolution No. 01-2024-01, adopting personnel policies for the administration of City employees (“Policies”); and

WHEREAS, the City Council has determined there should be an update to the Policies; and

WHEREAS, the review and creation process has been completed by Staff, and the City Council has determined it is in the best interest of the City, its citizens and its Staff to adopt the manual as the personnel management policy of the City.

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

Section 1: FINDINGS OF FACT

The City Council has determined that the findings of fact contained in the Preamble to this resolution are found to be true and correct and are incorporated herein for all purposes.

Section 2: SEVERABILITY

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

Section 3: PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4: EFFECTIVE DATE

This ordinance shall be effective upon passage.

ADOPTED AND APPROVED this, the 14th day of April 2025.

CITY OF VENUS, TEXAS

BY: _____
Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

ITEM REPORT

To: City Council
From: Joshua Jones, City Administrator
Subject: Consider a Resolution Approving a Municipal Maintenance Agreement between the City and the State of Texas for the maintenance, control, supervision and regulation of certain state highways and/or portions of state highways in the City of Venus, Texas.
Department/Office: Administration

Summary:

The Texas Department of Transportation (TXDOT) is currently updating its Municipal Maintenance Agreements (MMAs) with all Texas cities in which it has highways and other state-controlled/maintained roadways. The MMA details the authority to construct, reconstruct, maintain control, supervise and regulate the designated highways within the city's limits and to establish the responsibilities of the department and the city. This is a requirement of all Texas cities.

Recommended Action:

Approved as presented.

Budget:

N/A

Attachments:

1. Resolution_TxDOT_MMA
2. TXDOT_COV_MMA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF VENUS AND THE TEXAS DEPARTMENT OF TRANSPORTATION; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council has appointed the City Administrator as the Chief Administrative Officer of the City; and

WHEREAS, the City Administrator is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City of Venus has an interest in maintaining State Highways within and through the City of Venus and Johnson County; and

WHEREAS, the City of Venus originally entered into a Municipal Maintenance Agreement with the Texas Department of Transportation in 2000; and

WHEREAS, the Municipal Maintenance Agreement includes language detailing what Highway frontage roads, etc., the City of Venus will be responsible for mowing and landscaping; and

WHEREAS, the City of Venus has recognized the need for an updated Municipal Maintenance Agreement with the Texas Department of Transportation; and

WHEREAS, pursuant to Chapter 311 of the Transportation Code gives the City of Venus exclusive dominion, control and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of a Municipal Maintenance Agreement.

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

SECTION 1

That the City Administrator is hereby authorized to execute a Municipal Maintenance Agreement between the City of Venus and the Texas Department of Transportation. (Exhibit A)

SECTION 2

All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 3

This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

APPROVED AND ADOPTED at a regular meeting of the Venus City Council on April 14, 2025, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Michael Halla
City Attorney



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 14th day of April 2025, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Venus (population 4,361 for year 2020, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Venus

on the 14th day of April, 2025, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

CITY OF Venus
BY City Administrator
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
(District Engineer)

_____ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Exhibit A

NON-CONTROLLED ACCESS HIGHWAYS

I. State Maintained

A. U.S. Highway 67: From West City Limits to East City Limits (Assist in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter, and in maintenance of roadway ditches)

B. Farm to Market 157: From North City Limits to South City Limits (Assist in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter, and in maintenance of roadway ditches)

II City Maintained: None

Exhibit B

CONTROLLED ACCESS HIGHWAYS

I. State Maintained: None

II. City Maintained: None

ITEM REPORT

To: City Council
From: Becky Wilkins, Finance Director
Subject: Ratifying bills and monthly financial report for the month of January 2025.
Department/Office: Finance

Summary:

Ratifying bills and monthly financial report for the month of January 2025.

Recommended Action:

Approve as presented.

Budget:

No impact outside of normal budgeted items.

Attachments:

1. JAN 25 dashboard
2. January 2025 Credit Card Charges



Cash Balances

Fund/Account	Balance	% of total
General Fund		
Cash	1,600,233	28.92%
Pinnacle Bank - Savings	1,659,724	29.99%
Pinnacle Bank - MERP	1,986	0.04%
Debt Service Fund		
Cash	278,268	5.03%
VCSDC		
Cash	442,711	8.00%
Pinnacle Bank Checking	303,531	5.48%
ARPA		
Cash	194,312	3.51%
Court Technology		
Cash	7,892	0.14%
Court Security		
Cash	15,820	0.29%
Truancy Prevention Fund		
Cash	14,972	0.27%
Street Maintenance Tax Fund		
Cash	306,533	5.54%
Street Maintenance CIP Fund		
Cash	260,000	4.70%
TIRZ #1		
Cash	566,940	10.24%
Blue Stem PID		
Cash	23,905	0.43%
Brahman Ranch PID		
Cash	25,007	0.45%
Patriot Estates PID		
Cash	980	0.02%
Utility Fund		
Cash	(253,846)	-4.59%
Pinnacle Bank Savings	251,066	4.54%
Pinnacle Bank Savings I&S	444,972	8.04%
Water Impact Fee Fund		
Cash	7,000	0.13%
Sewer Impact Fee Fund		
Cash	7,000	0.13%
2018 Bond Funds (Utility Portion)		
Cash	(152,862)	-2.76%
Brahman Ranch WWTP		
Cash	(458,012)	-8.28%
2018 Bond Funds (General Portion)		
Cash	(13,891)	-0.25%
Total Cash Balances	5,534,242	100%

Investments

Fund/Account	Balance	% of total
General Fund		
Texpool	3,393,424	26.31%
2020 Bond Proceeds		
Texpool	4,458,202	34.56%
VCSDC		
Texpool	87,024	0.67%
Utility Fund		
Texpool	713,204	5.53%
2022 CO Bond Fund		
Texpool	4,247,948	32.93%
Total Investment Balances	12,899,801	100.00%

City of Venus Dashboard

Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



General Fund

Revenue Summary

	Budget	YTD	% of Budget
Fees & Services	27,910	10,443	37%
Fines & Forfeitures	92,945	50,799	55%
Franchise Taxes	164,555	23,484	14%
Property Taxes	3,556,235	2,677,893	75%
Sales Taxes	961,865	377,566	39%
Contributions	160,000	250	0%
Interest	130,259	60,964	47%
Licenses & Permits	610,365	54,215	9%
Miscellaneous	5,000	3,470	69%
Intergovernmental	760,960	247,892	33%
Other Financing Sources (Uses)	-	-	0%
Total Revenue	6,470,094	3,506,975	54%

Expenditure Summary

	Budget	YTD	% of Budget
Council	27,160	2,600	10%
City Administrator Office	699,844	224,192	32%
Permits & Inspections	381,245	106,145	28%
Planning	149,315	44,078	30%
Police Department	2,621,095	884,171	34%
Code Enforcement/Animal Control	109,505	17,103	16%
Municipal Court	123,562	41,397	34%
Fire Department	1,180,750	369,312	31%
Streets	365,615	117,322	32%
Parks & Recreation	219,603	97,309	44%
City-Wide Nondepartmental	423,730	96,111	23%
Total Expenditures	6,301,424	1,999,741	32%

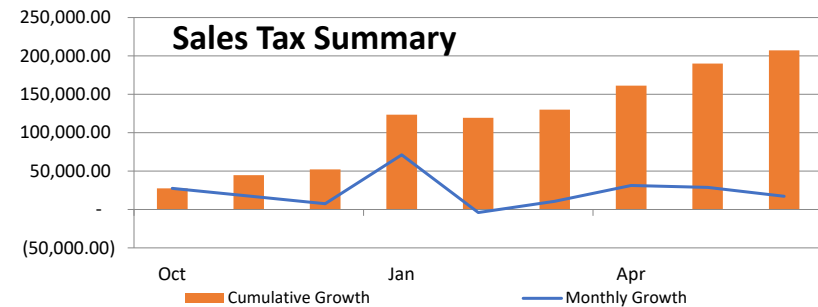
Net Surplus (deficit)	168,670	1,507,234
------------------------------	----------------	------------------

Key Revenue Sources

	Budget	YTD	% of Budget
Sales Tax City	961,865	377,566	39%
Property Taxes	3,556,235	2,677,893	75%

Moving Average Comparisons to Collections

	12 Month Moving Average	12-MA	Collections January 31, 2025
Sales Tax City		88,778	128,475



City of Venus Dashboard

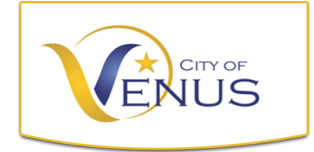
Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



Debt Service Fund

Revenue Summary

	Budget	YTD	% of Budget
Current Property Taxes	825,540	643,307	78%
Delinquent I&S Taxes	2,475	3,013	122%
Penalties & Interest	4,130	618	15%
Total Revenues	832,145	646,939	78%

Expenditure Summary

	Budget	YTD	% of Budget
Other contracted services	650	-	0%
Bond Principal	475,000	-	0%
Bond Interest	470,885	-	0%
Total Expenses	946,535	-	0%



Venus Community Service Development Corporation

ASSETS

Pooled Cash	\$ 442,711
Pinnacle Bank Account	303,822
Texpool	87,024
Sales Tax Receivable	-

TOTAL ASSETS	\$ 833,556
---------------------	-------------------

LIABILITIES

Accounts Payable	\$ -
------------------	------

TOTAL LIABILITIES	\$ -
--------------------------	-------------

FUND BALANCES

Fund Balance - Beginning of Year	-
----------------------------------	---

Surplus (Deficit)	-
-------------------	---

TOTAL FUND BALANCE	\$ -
---------------------------	-------------

TOTAL LIABILITIES AND FUND BALANCE	\$ -
---	-------------

City of Venus Dashboard

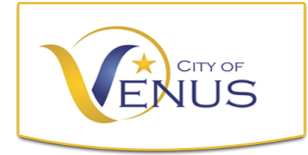
Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



Venus Community Service Development Corporation

Revenue Summary

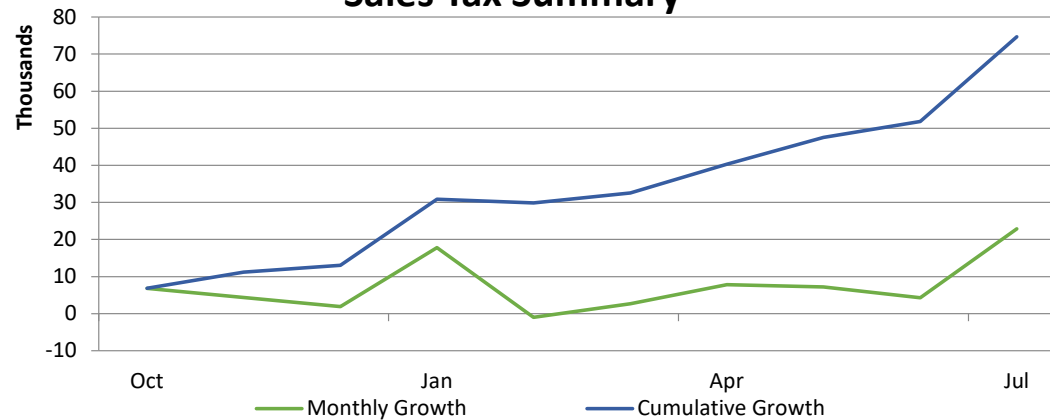
	Budget	YTD	% of Budget
Sales Tax	405,810	151,026	37%
Special events	-	-	0%
Interest Income	10,070	2,877	29%
Total Revenues	415,880	153,904	37%

Expenditure Summary

	Budget	YTD	% of Budget
Nondepartmental	464,200	82,661	18%
Total Expenses	464,200	82,661	18%

Net Surplus (deficit)	(48,320)	71,243
------------------------------	-----------------	---------------

Sales Tax Summary



City of Venus Dashboard

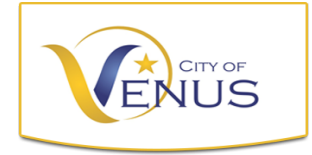
Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



Street Maintenance Sales Tax

Revenue Summary

	Budget	YTD	% of Budget
Street Maintenance Sales Tax	225,730	75,513	33%
Total Revenues	225,730	75,513	33%

Expenditure Summary

	Budget	YTD	% of Budget
Street Repairs	250,000	36,748	15%
Total Expenses	250,000	36,748	15%

Net Surplus (deficit)	(24,270)	38,765
------------------------------	-----------------	---------------

City of Venus Dashboard

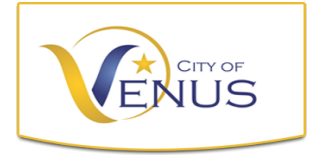
Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



TIRZ #1

Revenue Summary

	Budget	YTD	% of Budget
Property Tax	-	513,951	0%
Total Revenues	-	513,951	0%

Expenditure Summary

	Budget	YTD	% of Budget
Total Expenses	-	-	0%

Net Surplus (deficit)	-	513,951
------------------------------	---	----------------

City of Venus Dashboard

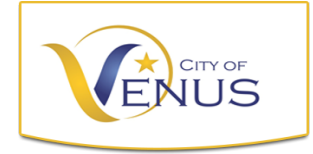
Fiscal Year Overview:

FY25

Period Ending:

January 31, 2025

33% of the fiscal year



Utility Fund

Revenue Summary

	Budget	YTD	% of Budget
Water Revenue	1,609,522	597,886	37%
Sewer Revenue	2,775,515	1,030,505	37%
Sanitation Revenues	699,031	225,775	32%
Administrative Fees	290,940	34,802	12%
Total Revenues	5,375,008	1,888,968	35%

Expenditure Summary

	Budget	YTD	% of Budget
Non-Departmental	672,275	98,813	15%
Administration	629,757	211,459	34%
Water Department	304,053	484,181	159%
Sanitation Department	637,160	225,166	35%
Sewer Department	3,081,015	979,574	32%
Total Expenses	5,324,260	1,999,193	38%

Net Surplus (deficit)	50,748	(110,225)
------------------------------	---------------	------------------

**City of Venus
Credit Card Charges -Pay Request**

Cardholder Name: Richard Allen

Payee: Citi Bank Master Card



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

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
12/5/2025	Hill College	Sutton Paramedic Training	R.Allen	10-5-0070-0416	EMPLOYEE TRAINING	761.00		761.00
12/10/2025	Lowe's	Totes for New Employees	R.Allen	10-5-0070-0424	DEPARTMENT SUPPLIES	43.92		43.92
12/10/2025	Petra's Naehstuebe	Uniform Embroidery	R.Allen	10-5-0070-0420	UNIFORMS	192.00		192.00
12/14/2025	Lowe's	Generator for Events	R.Allen	10-5-0070-0433	SMALL EQUIPMENT	899.00		899.00
12/14/2025	Lowe's	Returned Generator	R.Allen	10-5-0070-0433	SMALL EQUIPMENT	(899.00)		(899.00)
12/19/2025	SFFMA	Annual Dues for Department	R.Allen	10-5-0070-0418	DUES & MEMBERSHIPS	550.00		550.00
12/20/2025	Walmart	Drinks for Christmas Dinner	R.Allen	10-5-0070-0495	SPECIAL PROJECTS	13.68		13.68
12/20/2025	Babe's Catering	Food for Christmas Dinner	R.Allen	10-5-0070-0495	SPECIAL PROJECTS	353.71	26.71	380.48
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						1,443.71	26.71	1,941.08

Cardholder Signature [Signature]

Department Head Signature: [Signature]

Finance Director's Signature [Signature]

City Administrator Signature [Signature]

Date: 1/6/2025

Date: 1/6/2025

Date: 1-15-25

Date: 1/21/25

Total must agree
with credit card
statement

**City of Venus
Credit Card Charges -Pay Request**

ENTERED
BB-01.14.25

Cardholder Name: Johnny Coker

Payee: Citi Bank Master Card

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

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
12/18/2024	Academy	Uniform Pants	J.Cantu	10-5-0090-0420	Uniforms	289.95	-	289.95
12/18/2024	Academy	Uniform Pants	M.Moore	10-5-0090-0420	Uniforms	199.96	-	199.96
12/18/2024	Academy	Uniform Pants	N.Fields	10-5-0090-0420	Uniforms	199.96	-	199.96
12/19/2024	Academy	Uniform Jackets	J.Smith	60-5-0085-0420	Uniforms	370.96	-	370.96
								-
								-
								-
Total Monthly Charges						1,060.83	-	1,060.83

Cardholder Signature *Johnny Coker* Date 1/13/2025
 Finance Director Signature *B. Wilkins* Date _____
 City Administrator Signature *[Signature]* Date 1/21/25

Total must agree
with credit card
statement

Dept Head Signature *[Signature]* Date 1/13/2025

**City of Venus
Credit Card Charges -Pay Request**

ENTERED
BB-01.14.25

Cardholder N James Groom

Payee: Citi Bank Master Card

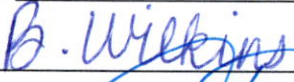
**ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.
MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.**

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
12/10/2025	Teex	Code Enforcement Class	JG	5-0055-0416	Training	550.00	-	550.00
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
Total Monthly Charges						550.00	-	550.00

agree with

Cardholder Signature  Date 01/08/25

Department Head Signature _____ Date _____

Finance Director Signature  Date _____

City Administrator's Signature  Date 1/21/25

ENTERED
BB-01.14.25

Payee: Citi Bank Master Card

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/1/2025	Texas Court Clerks Assoc.	Annual membership renewal	MT	5-0060-0418	Dues & Memberships	55.00		55.00
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						55.00	-	55.00

Total must agree with credit card statement

Cardholder Signature Melissa Hammell Date 01/07/2025

Finance Director Signature B. Watkins Date 1-15-25 Dept Head Signature Melissa Hammel Date 01/07/2025

City Administrator Signature  Date 1/21/25

ENTERED
BB-01.14.25

Payee: Citi Bank Master Card

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
12/9/2024	Sam's Club	Sam's Club Renewal	OO	10-5-0095-0418		110.00		110.00
12/19/2024	Congress New Urbanism	Congress for the New Urbanism membership	OO	10-5-0045-0418	Dues & Memberships	125.00		125.00
12/19/2024	Texas Floodplain Management	Texas Floodplain Management Membership	OO	10-5-0045-0418	Dues & Memberships	50.00		50.00
								-
								-
								-
								-
								-
						285.00	-	285.00

agree with
credit card
statement

Cardholder Signature Oscar Ortiz Date 01/07/2025

Finance Signature Becky Wilkins Date 1-15-25
Becky Williams

City Admin Signature [Signature] 1/2/25

City of Venus Credit Card Charges -Pay Request

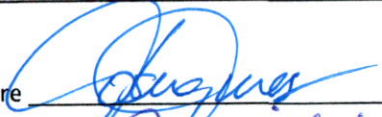
ENTERED
BB-01.14.25

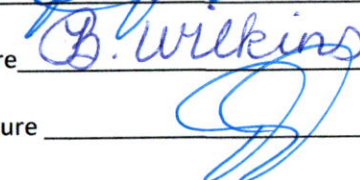
Cardholder Name: Joshua Jones

Payee: Citi Bank Master Card

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

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
12/9/2024	Kryterion Web Assessor	5-yr Mgmt. Assessment	J. Jones	10-5-0010-0416	Travel & Training	79.95	-	79.95
12/18/2024	Blue Sky Pies	Holiday Pies for Employees	J. Jones	10-5-0005-0485	Mayor's Special Projects	1,073.00	-	1,073.00
12/27/2024	HP Instant Ink	Monthly Printer Ink Subscription	J. Jones	10-5-0010-0420	Office Supplies	6.99	0.58	7.57
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						1,159.94	0.58	1,160.52

Cardholder Signature  Date 01/14/2025

Finance Director Signature  Date _____ Dept Head Signature _____ Date _____

City Administrator Signature _____ Date 01/14/2025

Total must agree with credit card statement

Cardholder Name: Melissa Westen

Payee: Citi Bank Master Card

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

Cardholder Signature Melissa Westen Date 01/07/25

Finance Director Signature B. Watkins Date _____

City Administrator Signature [Signature] Date 1/21/25

Dept Head Signature Melissa Westen Date 01/07/25

Total must agree with credit card statement

ITEM REPORT

To: City Council
From: Becky Wilkins, Finance Director
Subject: Ratifying bills and monthly financial report for the month of February 2025.
Department/Office: Finance

Summary:

Monthly credit card billing statement and synopsis of bank statement balances for City of Venus accounts.

Recommended Action:

Approve as presented.

Budget:

No impact outside of normal budgeted items.

Attachments:

1. FEB 25 dashboard-2
2. February 2025 Credit Card Charges



Cash Balances

Fund/Account	Balance	% of total
General Fund		
Cash	2,365,075	39.02%
Pinnacle Bank - Savings	1,659,724	27.38%
Pinnacle Bank - MERP	14,826	0.24%
Debt Service Fund		
Cash	299,256	4.94%
VCSDC		
Cash	483,663	7.98%
Pinnacle Bank Checking	303,822	5.01%
ARPA		
Cash	194,312	3.21%
Court Technology		
Cash	8,200	0.14%
Court Security		
Cash	16,193	0.27%
Truancy Prevention Fund		
Cash	15,333	0.25%
Street Maintenance Tax Fund		
Cash	313,244	5.17%
Street Maintenance CIP Fund		
Cash	260,000	4.29%
TIRZ #1		
Cash	566,940	9.35%
Blue Stem PID		
Cash	23,905	0.39%
Brahman Ranch PID		
Cash	25,007	0.41%
Patriot Estates PID		
Cash	980	0.02%
Utility Fund		
Cash	(560,111)	-9.24%
Pinnacle Bank Savings	251,066	4.14%
Pinnacle Bank Savings I&S	444,972	7.34%
Water Impact Fee Fund		
Cash	7,000	0.12%
Sewer Impact Fee Fund		
Cash	7,000	0.12%
2018 Bond Funds (Utility Portion)		
Cash	(152,862)	-2.52%
Brahman Ranch WWTP		
Cash	(472,762)	-7.80%
2018 Bond Funds (General Portion)		
Cash	(13,891)	-0.23%
Total Cash Balances	6,060,892	100%

Investments

Fund/Account	Balance	% of total
General Fund		
Texpool	3,404,762	26.31%
2020 Bond Proceeds		
Texpool	4,473,098	34.56%
VCSDC		
Texpool	87,314	0.67%
Utility Fund		
Texpool	715,586	5.53%
2022 CO Bond Fund		
Texpool	4,262,141	32.93%
Total Investment Balances	12,942,902	100.00%

City of Venus Dashboard

Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



General Fund

Revenue Summary

	Budget	YTD	% of Budget
Fees & Services	27,910	10,626	38%
Fines & Forfeitures	92,945	61,653	66%
Franchise Taxes	164,555	26,866	16%
Property Taxes	3,556,235	3,637,320	102%
Sales Taxes	961,865	504,115	52%
Contributions	160,000	870	1%
Interest	130,259	72,302	56%
Licenses & Permits	610,365	129,823	21%
Miscellaneous	5,000	5,372	107%
Intergovernmental	760,960	310,432	41%
Other Financing Sources (Uses)	-	-	0%
Total Revenue	6,470,094	4,759,379	74%

Expenditure Summary

	Budget	YTD	% of Budget
Council	27,160	2,899	11%
City Administrator Office	699,844	259,847	37%
Permits & Inspections	381,245	128,077	34%
Planning	149,315	53,917	36%
Police Department	2,621,095	1,050,125	40%
Code Enforcement/Animal Control	109,505	23,170	21%
Municipal Court	123,562	50,553	41%
Fire Department	1,180,750	460,131	39%
Streets	365,615	143,755	39%
Parks & Recreation	219,603	114,295	52%
City-Wide Nondepartmental	423,730	110,371	26%
Total Expenditures	6,301,424	2,397,139	38%

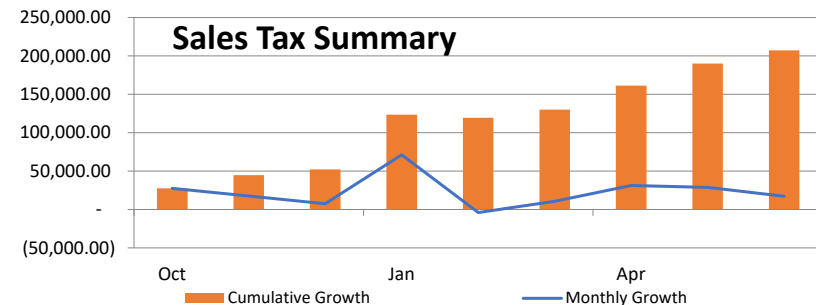
Net Surplus (deficit)	168,670	2,362,240
------------------------------	----------------	------------------

Key Revenue Sources

	Budget	YTD	% of Budget
Sales Tax City	961,865	504,115	52%
Property Taxes	3,556,235	3,637,320	102%

Moving Average Comparisons to Collections

	12 Month Moving Average	12-MA	Collections February 28, 2025
Sales Tax City		88,778	128,475



City of Venus Dashboard

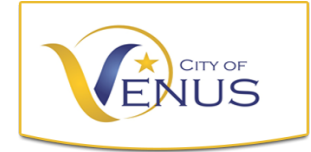
Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



Debt Service Fund

Revenue Summary

	Budget	YTD	% of Budget
Current Property Taxes	825,540	867,243	105%
Delinquent I&S Taxes	2,475	3,403	138%
Penalties & Interest	4,130	980	24%
Total Revenues	832,145	871,627	105%

Expenditure Summary

	Budget	YTD	% of Budget
Other contracted services	650	-	0%
Bond Principal	475,000	-	0%
Bond Interest	470,885	-	0%
Total Expenses	946,535	-	0%



Venus Community Service Development Corporation

ASSETS

Pooled Cash	\$ 483,663
Pinnacle Bank Account	303,822
Texpool	87,314
Sales Tax Receivable	-

TOTAL ASSETS	\$ 874,799
---------------------	-------------------

LIABILITIES

Accounts Payable	\$ -
------------------	------

TOTAL LIABILITIES	\$ -
--------------------------	-------------

FUND BALANCES

Fund Balance - Beginning of Year	-
----------------------------------	---

Surplus (Deficit)	-
-------------------	---

TOTAL FUND BALANCE	\$ -
---------------------------	-------------

TOTAL LIABILITIES AND FUND BALANCE	\$ -
---	-------------

City of Venus Dashboard

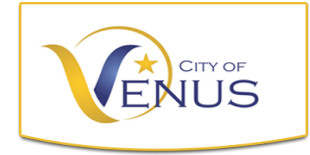
Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



Venus Community Service Development Corporation

Revenue Summary

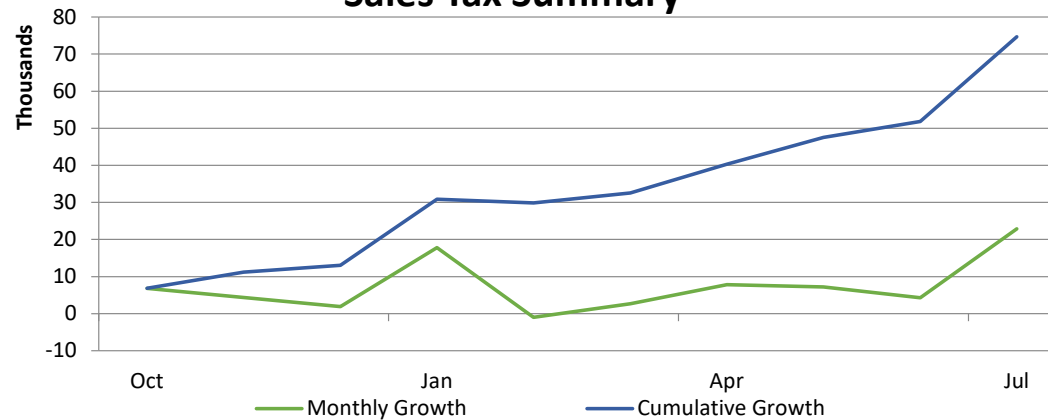
	Budget	YTD	% of Budget
Sales Tax	405,810	201,646	50%
Special events	-	-	0%
Interest Income	10,070	3,459	34%
Total Revenues	415,880	205,105	49%

Expenditure Summary

	Budget	YTD	% of Budget
Nondepartmental	464,200	92,148	20%
Total Expenses	464,200	92,148	20%

Net Surplus (deficit)	(48,320)	112,957
------------------------------	-----------------	----------------

Sales Tax Summary



City of Venus Dashboard

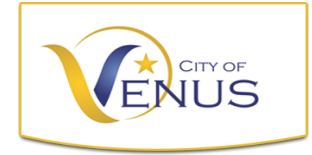
Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



Street Maintenance Sales Tax

Revenue Summary

	Budget	YTD	% of Budget
Street Maintenance Sales Tax	225,730	100,823	45%
Total Revenues	225,730	100,823	45%

Expenditure Summary

	Budget	YTD	% of Budget
Street Repairs	250,000	36,748	15%
Total Expenses	250,000	36,748	15%

Net Surplus (deficit)	(24,270)	64,075
------------------------------	-----------------	---------------

City of Venus Dashboard

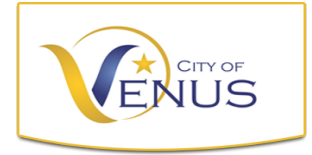
Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



TIRZ #1

Revenue Summary

	Budget	YTD	% of Budget
Property Tax	-	513,951	0%
Total Revenues	-	513,951	0%

Expenditure Summary

	Budget	YTD	% of Budget
Total Expenses	-	-	0%

Net Surplus (deficit)	-	513,951
------------------------------	---	----------------

City of Venus Dashboard

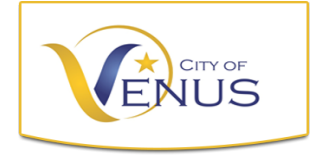
Fiscal Year Overview:

FY25

Period Ending:

February 28, 2025

42% of the fiscal year



Utility Fund

Revenue Summary

	Budget	YTD	% of Budget
Water Revenue	1,609,522	728,369	45%
Sewer Revenue	2,775,515	1,256,261	45%
Sanitation Revenues	699,031	284,451	41%
Administrative Fees	290,940	42,636	15%
Total Revenues	5,375,008	2,311,717	43%

Expenditure Summary

	Budget	YTD	% of Budget
Non-Departmental	672,275	275,223	41%
Administration	629,757	253,201	40%
Water Department	304,053	674,336	222%
Sanitation Department	637,160	225,166	35%
Sewer Department	3,081,015	1,207,503	39%
Total Expenses	5,324,260	2,635,429	49%

Net Surplus (deficit)	50,748	(323,713)
------------------------------	---------------	------------------

Page 45 of 119

ENTERED
BB-02.06.25

Payee: Citi Bank Master Card

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/8/2025	NCTCOG-TDI	Stormwater Pollution Prevention Practices	OO	10-5-0045-0416	Employee Training	160.00		160.00
2/2/2025	Lowe's Home Center, LLC	2 electrical plates& 2electrical switches	OO	10-5-0045-0429	Department Supplies	7.32		7.32
								-
								-
								-
								-
								-
						167.32	-	167.32

Cardholder Signature Oscar Ortiz Date 02/06/25

Finance Signature Becky Williams Date 2-11-25
Becky Williams

City Admin
Signature 

Cardholder Name: Joshua Jones

Payee: Citi Bank Master Card

ENTERED
BB-02.10.25

Cardholder Signature _____ Date 02/10/2025
Finance Director Signature Becky Wilkins Date _____ Dept Head Signature _____ Date _____
City Administrator Signature _____ Date 02/10/2025

**City of Venus
Credit Card Charges -Pay Request**

ENTERED
BB-02.06.25

Cardholder Name: Richard Allen

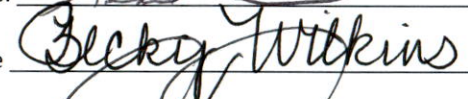
Payee: Citi Bank Master Card

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

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/14/2025	Johnson County	Tags for Brush & Rescue	R.Allen	10-5-0070-0445	VEHICLE R&M	16.00		16.00
1/16/2025	Hotels.com	Hotel for Spring School Texas A&M	R.Allen	10-5-0070-0416	EMPLOYEE TRAINING	2,045.64		2,045.64
1/21/2025	Saferite Solutions	Sensors for Gas Monitor	R.Allen	10-5-0070-0446	EQUIPMENT R&M	656.99		656.99
1/22/2025	TEEX	Tuition for Spring School - Brancato	R.Allen	10-5-0070-0416	EMPLOYEE TRAINING	700.00		700.00
2/2/2025	TEEX	Tuition for Spring School - Sonne	R.Allen	10-5-0070-0416	EMPLOYEE TRAINING	700.00		700.00
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						4,118.63	-	4,118.63

Cardholder Signature: 

Department Head Signature: 

Finance Director's Signature: 

City Administrator Signature: 

Date: 2/6/2025

Date: 2/6/2025

Date: 2-11-25

Date: 2/18/25

Total must agree
with credit card
statement

ENTERED
BB-02.06.25

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

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/7/2025	SHRM	HR Training for CP/SCP	MW	10-5-0010-0416	Training	887.65		887.65
1/10/2025	GOTO	City Wide Phone Systems	MW	10-5-0095-0431	Telephone Systems	929.56		929.56
1/17/2025	Adobe	Monthly Subscriptions	MW	10-5-0095-0468	Information Technology	377.87		377.87
1/22/2025	uAttend	Time Clock Mangement	MW	10-5-0095-0468	Information Technology	185.00		185.00
1/30/2025	VistaPrint	Janessa Rodriguez Business Cards	KS	60-5-0045-0429	Office/Dept Supplies	28.98		28.98
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						2,409.06	-	2,409.06

Cardholder Signature Melissa Weston Date 02/04/25
Finance Director Signature Becky Wilkins Date 2-11-25
City Administrator Signature [Signature] Date 2/18/25

Dept Head Signature Melissa Weston Date 02/04/25 statement

ENTERED
BB-02.06.25

Payee: Citi Bank Master Card

			Employee	GL Code #		Charge	Sales	
Date	Vendor Name	Description/Purpose of Charge	Initiating Purchase	5-XXXX-XXXX	GL Acct Description	Amount	Taxes Paid	Total Charge
1/7/2025	TML	CGFO Testing	self	10-5-0010-0416	Training	150.00	-	150.00
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Monthly Charges						150.00	-	150.00

Cardholder Signature Becky Wilkins Date 2-4-25
Finance Director Signature Becky Wilkins Date 2-4-25
City Administrator Signature [Signature] Date 2/18/25

Page 51 of 119

Cardholder Name: Johnny Coker

Payee: Citi Bank Master Card

BB-02.06.25

Date	Vendor Name	Description/Purpose of Charge	Employee Initiating Purchase	GL Code # 5-XXXX-XXXX	GL Acct Description	Charge Amount	Sales Taxes Paid	Total Charge
1/8/2025	Texas Water Trainers	Basic Water Training	J.Rodriguez	60-5-0065-0416	Employee Training	598.00	-	598.00
1/8/2025	NCTCOG	Water Utilities Saftey Training	J.Rodriguez	60-5-0065-0416	Employee Training	310.00	-	310.00
							-	
							-	
							-	
							-	
Total Monthly Charges						908.00	-	908.00

Cardholder Signature Johnny is out & not able to sign Date 2/6/25

Finance Director Signature Becky Wilkins Date 2-11-25

City Administrator Signature [Signature] Date 2/18/25

**Total must agree
with credit card
statement**

Dept Head Signature *[Signature]* Date 2/6/20

ITEM REPORT

To: City Council
From: Richard Allen, Fire Chief
Subject: Approval of an Interlocal Agreement with Ellis County
Emergency Services District No. 2 for Providing Emergency
Services.
Department/Office: Fire Department

Summary:

Recommended Action:

I recommend approval.

Budget:

This is no cost to the city. The ESD#2 pays the city.

Attachments:

1. Ellis Co ESD2 FY24-25 Agreement V1

**INTERLOCAL AGREEMENT FOR PROVIDING
EMERGENCY SERVICES**

STATE OF TEXAS

§

§

COUNTY OF ELLIS

§

This Interlocal Agreement for Providing **EMERGENCY SERVICES** ("Agreement"), effective as of October 1, 2024, by and between **ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2** ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and the **CITY OF VENUS** ("City"), a Type A general-law city duly organized and operating under the laws of the State of Texas.

WITNESSETH

WHEREAS, the District is a duly organized emergency services district, created to protect life and health, and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation; and

WHEREAS, City is a Type A general-law city of the State of Texas; and

WHEREAS, District and City are authorized to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, District and City desire to enter into an agreement, whereby City will perform certain government functions and services for District, which functions and services will be limited to providing certain emergency services ("Emergency Services," as hereinafter defined) within the entire response area of the District ("Service Area," as hereinafter defined); and

WHEREAS, District and City agree that it is desirable, and District has determined that it is in the best interest of the residents and property owners of the District, to enter into an agreement for Emergency Services whereby the City will provide Emergency Services within the Service Area;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree each with the other as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Definitions.

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A. Board. The Board of Commissioners for the District.

B. Service Area. The geographic area of the City of Venus that is located within the District. City acknowledges that the Service Area boundaries are subject to change from time to time as a result of District or City annexations or disannexations.

C. Emergency Services. All fire protection and suppression services, rescue, emergency medical and other services to be made available to the District pursuant to this Agreement. Emergency Services include:

1. fire protection and suppression to protect people and property;
2. fire prevention education;
3. identification of hazardous materials;
4. emergency medical service as a first responder organization, including, but not limited to, providing advanced life support and emergency medical treatment on scene, including the use of certain techniques such as automatic external defibrillators; and
5. other services, as may be mutually agreed upon in writing by the District and City.

D. Fiscal Year. The period from October 1 through September 30.

E. Party/Parties. "Party" refers to either the District or the City. "Parties" refers to both District and City.

ARTICLE II. **REPRESENTATIONS AND WARRANTIES**

Section 2.01 District's Representations and Warranties.

A. The District represents and warrants that it is a political subdivision of the State of Texas created and operating pursuant to the H&S Code and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. The District further represents and warrants that the City will not be responsible for a proportionate share of future District debt as a result of the City entering into this Agreement or the City's disannexation of all or portions of the Service Area from the District.

Section 2.02 City's Representations and Warranties.

C. City is a Type A general-law city, a political subdivision of the State of Texas, created and operating pursuant to the Texas Constitution and the Texas Local Government Code, and has the authority to enter into this Agreement and the transactions contemplated hereby and to carry out its obligations.

D. Neither the execution or delivery of this Agreement nor the consummation of the transactions or fulfillment of the obligations contemplated hereby conflicts with or results in a

breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of City.

E. City is familiar with the boundaries of the Service Area.

ARTICLE III.

SERVICE TO BE PROVIDED

Section 3.01 General.

A. During the term of this Agreement, City will provide Emergency Services to the Service Area on a 24-hour-per-day, seven-day-a-week basis. The Emergency Services shall be performed in accordance with City's SOPs and City Fire Department personnel job qualifications as they exist on the effective date of this Agreement (or as subsequently modified, provided that such modified version is approved in writing by the District) and shall be at least equal to the Emergency Services provided by City within its corporate boundaries. City may, and it is anticipated that it will, call upon its mutual aid agreements with other Emergency Services providers in the event of a need for additional Emergency Services capability in the Service Area.

B. City agrees that in the event City receives official notice of an alleged material breach of compliance with state, local, or federal laws, regulations, or ordinances related to the City's obligations under this Agreement, City will notify the District within 10 working days of such alleged breach. City will notify the District of the final disposition of such allegations within 10 working days of receipt of written notice.

C. City's Fire Chief or his/her designated representative agrees to attend the District's regular or special meetings when requested by the Board.

Section 3.02 Personnel.

A. City shall only utilize responsible, competent, and well-trained personnel in delivering the Emergency Services and must conduct regularly scheduled training sessions to ensure fulfillment of this duty, in accordance with the City's SOPs, City Fire Department personnel job qualifications, and the regulations promulgated by the Texas Commission on Fire Protection and the Texas Department of State Health Services.

B. At all times, City shall maintain on-duty staffing at the Venus Fire Station.

C. City will maintain a personnel policy for all Emergency Services employees, which must include policies addressing discrimination, sexual harassment, and chain of command. The policy must be made available to the District upon request.

Section 3.03 Dispatch Services

The City acknowledges that Johnson County will dispatch all calls for Emergency Services originating within the Service Area. The City shall respond to all calls to which it is dispatched by Johnson County.

Section 3.04 Reporting to District.

A. Reports

The City shall provide reports in a timeframe and format as agreed to by the District's Board and the City's Fire Chief.

B. Other Information

The City shall provide or cause to be provided to the District, or to any agent of the District, such reports or information concerning the Emergency Services provided by the City as the District may reasonably request. Such reports may include, at the District's discretion, response times for the various calls made by the City, types of calls, and any other information reasonably requested by the District.

Section 3.05 Approvals and Permits.

City must obtain and maintain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Agreement.

ARTICLE IV.

INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance.

A. Workers Compensation Insurance. At all times during the term of this Agreement, City must maintain Worker's Compensation Insurance with respect to all paid employees, and volunteer members that volunteer directly for the City.

Section 4.02 Indemnification.

To the fullest extent permitted by law, and subject to the last sentence of this section, each Party shall and does hereby agree to indemnify, protect, defend, and hold harmless the other Party, its officers, agents and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind, or description, by, through, or of any person or entity whomsoever arising out of, or alleged to have arisen out of, (in whole or in part) the Emergency Services to be performed, or in any way related to the Emergency Services. Nothing in this Section 4.02 or any other provision of this Agreement shall require, or be deemed

or construed as having required, either Party to assess or collect revenue or to create a sinking fund to satisfy any indemnification obligation under this Agreement.

Section 4.03 Liability

A. Specifically citing Texas Government Code Section 791.006 (a-1), the Parties agree that, for purposes of determining civil liability for non-Party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the Party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual Party performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Article IV is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

B. It is expressly understood and agreed that a Party will not be held liable for the actions of any of the other Party's employees or volunteer members while in any manner furnishing services under this Agreement.

**ARTICLE V.
PAYMENTS**

Section 5.01 Preparation of Budget.

A. The City agrees to submit, for review by the District, a preliminary draft of the portion of the City's proposed budget that relates to the provision of Emergency Services within the Service Area. The City agrees to submit the updated budgetary information to the District at least 30 days before final adoption by the City Council.

B. The City's budget must include all operation, maintenance and capital expenses proposed by the City for Emergency Services in the Service Area.

Section 5.02 Payments to City.

A. In consideration for City providing the Emergency Services under this Agreement, District will pay to City a sum based on the taxable value of the Service Area provided by the Ellis County Appraisal District and multiplied by a valuation of \$0.06/\$100 per year. District will pay City as follows:

- 1) Initial payment of 50% of the sum as calculated above due March 15, 2025;
and**

- 2) A final payment of 50% of the sum as calculated above due September 15, 2025.

B. Expenses incurred during the term may be paid only with funds from the Fiscal Year's budget associated with the term.

C. District is not responsible for providing funding for Emergency Services in any portion of the City or its extraterritorial jurisdiction that are outside of Ellis County and/or outside the District's boundaries.

Section 5.03 Payments from Current Revenues.

All payments made by either Party under this Agreement shall be from current revenues.

ARTICLE VI.
MISCELLANEOUS

Section 6.01 Acquisition, Title to and Ownership of Assets

A. Pursuant to State law, all assets provided to the City or assets purchased or leased at any time using District funds, whether such funds were used to acquire or lease the asset in whole or in part, shall remain the property of the District regardless of title, and regardless of how or by whom the asset is used. If the District provides less than 100% of the funds required to purchase or lease an asset, the District's ownership in that asset shall be equal to the proportionate share of the funds provided.

B. From the Effective Date of the Agreement forward and notwithstanding any other provision in this Agreement, the District retains an ownership interest in all assets acquired or leased using District funds, whether funded by the District in whole or in part, in proportion to the amount of the acquisition price or lease expense paid by the District. The District agrees to make such assets fully available to, and to place such assets in the possession of, the City, to be used by the City in accordance with this Agreement and the protocols adopted by the City from time to time.

C. The City may not sell, trade, assign or convey to another person or entity any asset provided to the City by the District or acquired or leased in whole or in part using District funds without prior written approval of the District.

D. The District will purchase approximately \$33,845 in rescue tools for the City's use under this Agreement.

E. Section 6.01 survives the term of the Agreement, in accordance with State law.

Section 6.02 Independent Contractor.

Nothing in this Agreement may be construed to make either Party the partner or joint venturer of or with the other Party. It is further agreed that in the performance of all obligations of City under this Agreement, City is an independent contractor with the right to supervise, manage,

control, and direct the performance of the Emergency Services required under this Agreement. The District will look to City for results only and the District will not direct or oversee City or its agents, members, employees or volunteers in the delivery of such Emergency Services, or the manner, means, or methods by which the Emergency Services are performed or the manner in which City conducts its internal operations, except with regard to financial and fiscal matters.

Section 6.03 Governmental Immunity

The fact that District and City accept certain responsibilities relating to the rendition of Emergency Services under this Agreement as a part of their responsibility for providing protection for the public health, makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and it is hereby invoked to the extent possible under the law. Neither District nor City waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

Section 6.04 Term of Agreement.

This Agreement is for the period of October 1, 2024, to September 30, 2025, after which time this Agreement shall terminate unless otherwise agreed to in writing by the Parties. The Parties may, upon mutual agreement and consideration, renew the Agreement for successive one-year terms. Under no circumstances has the District agreed to pay funds to City or adopt a budget for certain levels of expenditures except upon the adoption, from time to time, of the referenced annual budgets, nor beyond any one year at a time under the term of this Agreement.

Section 6.05 Termination of Agreement.

If either Party desires to terminate this Agreement without cause prior to the expiration of the term, such Party must provide at least 60 days' written notice to the other Party. In addition, a Party may terminate this Agreement for cause as a result of a material breach of this Agreement. If the termination of this Agreement is for cause, the non-breaching Party must provide the breaching Party written notice clearly identifying the specific breach and providing a minimum 30-day cure period prior to terminating this Agreement under this provision. This Agreement may only be terminated for a material breach after a right to cure period has been exhausted. In the event of termination by either Party, the District shall compensate the City pro-rata for all Emergency Services performed through the termination date, together with any reimbursable expenses then due pursuant to this Agreement.

Section 6.06 Notices.

All notices, certificates or other communications hereunder shall be deemed given when delivered by regular mail, hand delivery, or facsimile addressed as follows:

If to District, at: President
Ellis County Emergency Services District No. 2
105 S. Cockrell Hill Road
Ovilla, Texas 75154
Facsimile: 888-603-8357

With a copy to: Kelli A. N. Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Drive, Suite B-130
Austin, Texas 78746
Facsimile: (512) 900-2855

If to City, at: City Manager
City of Venus
700 W. US Highway 67
Venus, Texas 76084
Facsimile: _____

The District or City may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 6.07 Binding Effect.

This Agreement inures to the benefit of and is binding upon the District and City.

Section 6.08 Severability.

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be severed from all other provisions while all other provisions remain in full force and effect.

Section 6.09 Execution and Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

Section 6.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 6.11 Governing Law.

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 6.12 Venue.

This Agreement is fully performable and enforceable in Ellis County, Texas, wherein venue hereunder shall lie.

Section 6.13 Entirety of the Agreement.

This Agreement constitutes the entire Agreement and understanding between the Parties

and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

Section 6.14 Assignment and Modification

City may not assign this Agreement, in whole or in part, without obtaining the prior written consent of the District. Further, this Agreement may be modified only by written mutual agreement and signed by both Parties.

IN WITNESS WHEREOF, the District and City have executed this Agreement in their respective names, and the duly authorized officers have attested to the signatures.

Signed this _____ day of _____, 2025.

ATTEST:

**ELLIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 2**

By: 
Bill Holmes
Secretary, Board of Commissioners

By: 
Tim Raven
President, Board of Commissioners

ATTEST:

CITY OF VENUS

By: _____
Callie Green
City Secretary

By: _____
Alejandro Galaviz
Mayor

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
	(Count) (334)	(Count) (2)	(Count) (336)
REAL PROPERTY & MFT HOMES			
Land HS Value	17,178,592	0	17,178,592
Land NHS Value	17,396,229	180,000	17,576,229
Land Ag Market Value	0	0	0
Land Timber Market Value	0	0	0
Total Land Value	34,574,821	180,000	34,754,821
Improvement HS Value	54,663,112	0	54,663,112
Improvement NHS Value	45,940,647	2,182,917	48,123,564
Total Improvement	100,603,759	2,182,917	102,786,676
Market Value	135,178,580	2,362,917	137,541,497
BUSINESS PERSONAL PROPERTY	(17)	(0)	(17)
Market Value	3,093,354	0	3,093,354
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (351)	(Total Count) (2)	(Total Count) (353)
TOTAL MARKET	138,271,934	2,362,917	140,634,851
Ag Productivity	0	0	0
Ag Loss (-)	0	0	0
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	138,271,934	2,362,917	140,634,851
	98.3%	1.7%	100.0%
HS CAP Limitation Value (-)	1,511,033	0	1,511,033
CB CAP Limitation Value (-)	4,430,718	289,490	4,720,208
NET APPRAISED VALUE	132,330,183	2,073,427	134,403,610
Total Exemption Amount	2,181,679	0	2,181,679
NET TAXABLE	130,148,504	2,073,427	132,221,931
TAX LIMIT/FREEZE ADJUSTMENT	2,931,472	0	2,931,472
LIMIT ADJ TAXABLE (I&S)	127,217,032	2,073,427	129,290,459
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	127,217,032	2,073,427	129,290,459

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
\$972,933.9 = 129,290,459 * (0.738059 / 100) + \$18,694.03

x\$.06 = \$77,574.27

*March 15 : \$38,787.13
Sept 15 : \$38,787.14*

ITEM REPORT

To: City Council
From:
Subject: Approval of meeting minutes of the regular meeting called on
March 10, 2025.
Department/Office: City Secretary

Summary:

Recommended Action:

Budget:

Attachments:

1. 03-10-2025

CITY COUNCIL
MEETING MINUTES
Regular Council Meeting
MARCH 10, 2025

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance, Pledge to Texas Flag:

Mayor Galaviz called the meeting to order at 06:30 PM, Halla gave the Invocation, and all lead the Pledge of Allegiance and Pledge to the Texas Flag.

Councilmembers present: Alejandro Galaviz, Teresa Hoffman, Tony Bovinich, Sheryl Kiser and Michelle Hamm.

Councilmembers absent: Drew Wilson.

Staff present: Josh Jones, City Attorney, Callie Green, Becky Wilkins, Chief Groom, and Kyle Sugg.

2. Announcements from Mayor:

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

Please remain respectfully quiet.

Also, wished the City Attorney, Halla a Happy Birthday.

3. Citizen Public Comment Period:

Thank you for your participation in tonight's Public Comments Session. This segment is a crucial component of our local government meetings, where each speaker is allotted 5 minutes. While the City Council and I consider all input, the Texas Open Meetings Act mandates that this be a time for us to listen rather than engage in dialogue. Rest assured, our City Administrator and City Secretary are diligently recording notes should any actions be necessary. When you are ready, you may begin, and your time will start.

Superintendent Torres- Spoke regarding Venus ISD Bond Election.

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 regular meeting on February 10, 2025.

4.2. Approval of Resolution for Rifle-Resistant Body Armor Grant - FY 2026.

4.3. Approval of Certification of Unopposed Candidates for the May 3, 2025 General Election.

4.4. Approval of an Ordinance declaring the unopposed candidates for the City Council Place 1, City Council Place 2, and the Mayor, as elected, and cancelling the May 3, 2025 General Election.

4.5. Approval of a Resolution amending City Council Policies and Procedures.

4.6. Approval of a comprehensive update to the City's Human Resource Personnel Policy.

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

Moved by: Tony Bovinich

Seconded by: Teresa Hoffman

For: Unanimous. Motion carried Yes 4, No 0, Abstained 0.

5. Presentation and Proclamations:

None

6. Public Hearings and Action Items:

None.

7. Discussion and Consideration Items:

7.1. Discuss and consider the appointment of a new board member to Place 3 of the Venus Community Services Development Corporation.

I make a motion to nominate Michelle Crane.

Moved by: Sheryl Kiser

Seconded by: Tony Bovinich

For: Unanimous. Motion carried Yes 4, No 0, Abstained 0.

8. Executive Session:

IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, SECTION 551.001, ET SEQ. THE CITY COUNCIL WILL RECESS INTO EXECUTIVE SESSION (CLOSED MEETING) TO DISCUSS THE FOLLOWING: Section 551.071- Consultation with Attorney

8.1. Discussion regarding a resolution authorizing the use of eminent domain to condemn property rights in fee simple for land owned by the City of approximately 104.95 acres (4,571,447.76 sq. ft.) and generally located at 920 CR 110 and authorizing the initiation and filing of eminent domain proceedings for the public purpose of construction of a water tower and determining the necessity, public purpose, and public of same, as well as for any other public purposes permitted by law.

Mayor recessed into Executive Session at 6:40 P.M.

Mayor reconvened into Open Session at 7:28 P.M.

No action was taken on above listed Executive Session.

9. Items for Future Agendas:

None.

10. Adjournment:

Mayor Galaviz adjourned the meeting at 07:29 PM.

Mayor

City Secretary

ITEM REPORT

To: City Council
From: Scott Williams
Subject: Approval of an Interlocal Agreement with Johnson County for the reconstruction of a section of CR109.
Department/Office: Public Works

Summary:

Due to significant deterioration, approximately 800 feet of CR109 asphalt roadway has become unsafe for travel and was recently closed to the public. The affected segment has experienced ongoing surface failure, subgrade instability, and drainage issues that have accelerated its decline. Staff recommends full reconstruction of this section to restore safe access, improve long-term durability, and prevent further public safety hazards. The proposed scope includes excavation, subgrade preparation, base installation, and new asphalt surfacing.

Recommended Action:

I make a motion to approve the Interlocal Agreement with Johnson County for the reconstruction of approximately 800 feet of CR109 and authorize the City Administrator to execute the agreement.

Budget:

Attachments:

1. 2025 Interlocal - City of Venus CC Approval Form
2. Cost Estimate - CR109 - Johnson County

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD REPAIR

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the **28 day of April 2025**, by Johnson County, Texas, through its Commissioners Court and the City of Venus, Texas (hereinafter referred to as "City") for the purpose of **Reclaim, Haul Base, Stabilize and Chip Seal on County Road 109 (800 feet) from Harley Meadows Circle to County Maintenance Sign Begins, within the City Limits Venus** in Johnson County, Texas and within the corporate limits of City.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."
2. Johnson County will Reclaim, Haul Base, Stabilize and Chip Seal County Road 109 (800 feet) from Harley Meadows Circle to County Maintenance Sign Begins, within the City Limits of Venus, Johnson County Texas.
3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Johnson County, Texas.

Payment is to be made to:
Johnson County Treasurer's Office
2 North Main Street
Cleburne, TX 76031

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a workman like manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless Johnson

County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.

- 8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by Johnson County and City.
- 9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
- 10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 11. This Agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.
- 12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the ____ day _____, 20____.

Christopher Boedeker, Johnson County Judge
Voted: ____ yes, ____ no, ____ abstained

Rick Bailey, Comm. Pct. #1
Voted: ____ yes, ____ no, ____ abstained

Kenny Howell, Comm. Pct. #2
Voted: ____ yes, ____ no, ____ abstained

Mike White, Comm. Pct. #3
Voted: ____ yes, ____ no, ____ abstained

Larry Woolley, Comm. Pct. #4
Voted: ____ yes, ____ no, ____ abstained

ATTEST: _____
COUNTY CLERK

AUTHORIZED OFFICIAL OF CITY

ATTACHMENT A

Johnson County, Texas

JOHNSON COUNTY, TEXAS

SCHEDULE OF COSTS FOR PRECINCT SERVICES - Approved CC 01/13/25

[illegible]

JOHNSON COUNTY, TEXAS											
SCHEDULE OF COSTS FOR PRECINCT SERVICES - Approved CC 01/13/25											
SERVICES:	Basic Labor	\$48.30	per hour		hours					\$0.00	
	Culverts (Installation Only)	\$24.84	per foot							\$0.00	
	Total Services:										\$0.00
MATERIALS:	Cold Mix	\$0.00	per ton							\$0.00	
	Crack-Sealing Product		per xxx							\$0.00	
	P2 Emulsion - CWE-2	\$3.29	per gallon	1500	gal					\$4,935.00	\$4,935.00
	Culverts (varied sizes)		each							\$0.00	\$0.00
	D-Rock		per ton							\$0.00	\$0.00
	Flex Base	\$7.90	per ton	625	tons					\$4,937.50	\$4,937.50
	Grade #4 Rock	\$40.00	per ton	60	tons					\$2,400.00	\$2,400.00
	Hot Mix Asphalt	\$0.00	per ton							\$0.00	\$0.00
	Pea Gravel		per ton							\$0.00	\$0.00
	Prime-Diluted AEP-40%/60%	\$0.00	per gallon							\$0.00	\$0.00
	Signage & Hardware		each							\$0.00	\$0.00
	P2 Stabilizer	\$2.96	per gallon	4200	gal					\$12,432.00	\$12,432.00
	** Note: Materials are actual cost to County If Price Has Increased.									\$0.00	
	Total Materials:										\$24,704.50
HAULING:	Hauling	\$4.14	per mile	x	2240	miles				\$9,273.60	\$9,273.60
	Truck Operator	\$104.88	per hour	x	34	hours				\$3,565.92	\$3,565.92
	Total Hauling:										\$12,839.52
EQUIPMENT:	Minimum charge - 4 hours										
	Backhoe w/ operator	\$104.88	per hour	x		hours				\$0.00	
	Bobtails w/operator	\$92.46	per hour	x	12	hours				\$1,109.52	\$1,109.52
	Broom w/ operator	\$104.88	per hour	x	4	hours				\$419.52	\$419.52
	Brushcutter w/operator	\$104.88	per hour	x		hours				\$0.00	\$0.00
	Chip spreader W/operator	\$144.90	per hour	x	4	hours				\$579.60	\$579.60
	Compactor w/operator	\$104.88	per hour	x	20	hours				\$2,097.60	\$2,097.60
	Crack Sealer w/operator	\$144.90	per hour	x		hours				\$0.00	\$0.00
	Distributor w/ operator	\$144.90	per hour	x	10	hours				\$1,449.00	\$1,449.00
	Durapatcher w/ 2 operators	\$144.90	per hour	x		hours				\$0.00	\$0.00
	Excavator w/ operator	\$104.88	per hour	x		hours				\$0.00	\$0.00
	Gradall w/ operator	\$144.90	per hour	x		hours				\$0.00	\$0.00
	High Roller w/operator	\$104.88								\$0.00	\$0.00
	Loader w/ operator	\$114.54	per hour	x		hours				\$0.00	\$0.00
	Motorgrader w/operator	\$144.90	per hour	x	20	hours				\$2,898.00	\$2,898.00
	Pickup w/ operator	\$64.86	per hour	x	8	hours				\$518.88	\$518.88
	Reclaimer w/ operator	\$213.90	per hour	x	10	hours				\$2,139.00	\$2,139.00
	Roller w/ operator	\$104.88	per hour	x	20	hours				\$2,097.60	\$2,097.60
	Track machine w/ operator	\$144.90	per hour	x		hours				\$0.00	\$0.00
	Truck w/ operator	\$104.88	per hour	x		hours				\$0.00	\$0.00
	Water truck w/ operator	\$104.88	per hour	x	20	hours				\$2,097.60	\$2,097.60
	Wood Chipper w/operator	\$144.90	per hour	x		hours				\$0.00	
	Total Equipment:										\$15,406.32
									Grand Total:		\$52,950.34
PLEASE MAKE CHECKS PAYABLE TO:		JOHNSON COUNTY TREASURER									
PLEASE MAIL TO:		JOHNSON COUNTY TREASURER									
		2 NORTH MAIN STREET, ROOM 312									
		CLEBURNE, TEXAS 76033									

ITEM REPORT

To: City Council
From: Joshua Jones, City Administrator
Subject: Consider approval of a Resolution of the City Council of the City of Venus, authorizing the execution of a loan agreement from the State Infrastructure Bank; Authorizing the City Administrator to act on behalf of the City of Venus in all matters relating to the loan agreement.
Department/Office: Administration

Summary:

TxDOT has a project planned to “rehabilitate” (widen and improve) a significant section FM 157, which includes approximately 1-2 miles of roadway located within the City’s municipal boundaries.

The City is required to relocate its utilities that are currently within the updated/widened TxDOT Right-of-Way (“ROW”) to facilitate the project and City does not currently have the financial capacity to fund the estimated cost of the utility relocation without a negative impact on the City’s fund reserves regarding the City’s Fund Balance Policy.

During the first quarter of the 2024 calendar year, the City applied for TxDOT’s “SP-2125”, which is a program that reimburses the City for the cost of relocating utilities. The City’s application was denied due to the lack of sufficient supporting documentation that would objectively show that the City could not support issuing additional debt or qualify for a State Infrastructure Bank Loan.

On October 14, 2024, the City Council approved the Advanced Funding Agreement to include in the loan application that was approved by TxDOT.

This resolution codifies the SIB Loan Agreement, and its execution triggers the funding of the loan.

Recommended Action:

Approve as presented.

Budget:

N/A

Attachments:

1. Resolution_TxDOT_SIB Loan Agreement
2. S2025-003-01_City of Venus_SIB Loan Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE CITY ADMINISTRATOR TO ACT ON BEHALF OF THE CITY OF VENUS IN ALL MATTERS RELATING TO THE LOAN AGREEMENT.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Venus (the "City") deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure Bank in the amount of One Million, Four Hundred Thousand and Fifteen Dollars (\$1,415,000.00), such funds to be used for the relocation of water and/or sewer utility lines including all activities associated therewith, that are currently in conflict with the TxDOT project on FM 157 from US HWY 67 to 8th Street, in the City of Venus, Johson County, Texas; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and,

WHEREAS, on October 14, 2024, the City Council approved Resolution 2017-09 authorizing the submission of a loan application to the State Infrastructure Bank:

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

SECTION 1

That the City Council hereby accepts the State Infrastructure Bank loan agreement in its current substantially final form in order to secure receipt of funds in the amount of One Million, Four Hundred Thousand and Fifteen Dollars (\$1,415,000.00) to be fully repaid over a twenty (20) year repayment term to be used for the relocation of water and/or sewer utility lines including all activities associated therewith, that are currently in conflict with the TxDOT project on FM 157 from US HWY 67 to 8th Street, in the City of Venus, Johson County, Texas

SECTION 2

That the City Council hereby authorizes the City Administrator of the City of Venus to execute the State Infrastructure Bank loan agreement, together with all required documentation, to effectuate the City's intent to borrow such funds.

SECTION 3

That the City further authorizes its City Administrator staff to take all actions necessary to finalize and submit the State Infrastructure Bank loan agreement, together with all required documentation, to the Texas Department of Transportation for consideration and approval.

SECTION 4

That the State Infrastructure Bank loan agreement finally executed will be in a form substantially similar to that which is attached hereto as Exhibit "A" and made apart hereof for all purposes.

SECTION 5

All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6

This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED at a regular meeting of the Venus City Council on April 14, 2025, by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

APPROVED AS TO FORM:

Michael Halla
City Attorney

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

**STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission (Commission) acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas (State), and City of Venus (Borrower), a political subdivision of the State of Texas, located in Johnson County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Department is developing a project in Johnson County, Texas to reconstruct FM 157, identified as CSJ #0747-05-042 (Project). The Borrower is relocating utilities necessary for the Project pursuant to an Advance Funding Agreement dated October 21, 2024, attached hereto as **Exhibit E**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the relocation of utility lines necessary for construction of the Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) from the SIB to pay for Borrower's contribution to the Department for the Project; and

WHEREAS, In accordance with 43 TAC §6.32(c)(2): (1) the Project is consistent with the metropolitan transportation plan developed by a metropolitan planning organization, if

applicable; (2) the Project will improve the efficiency of the State's transportation systems; (3) the Project will expand the availability of funding for transportation Projects or reduce direct State costs; and (4) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d), if 43 TAC Chapter 2 applies to the project, as provided under 43 TAC §2.3, construction of the project, other than construction activities described in Title 23, United States Code, §101(a)(4)(A), may not begin before an environmental review under Chapter 2 is completed; and

WHEREAS, a study environmental impact of the Project, in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on January 27, 2022; and

WHEREAS, the Borrower passed Resolution No. 21-2024-09 on September 23, 2024, authorizing the SIB loan application in the amount of up to One Million Four Hundred Fifteen Thousand (\$1,415,000). The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 116877 dated January 30, 2025, attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's contribution to the Department for the Project; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Administrator to enter into this Agreement for a loan in the amount of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000), attached hereto as **Exhibit C**; and

WHEREAS, the Borrower has submitted a certificate warranting that the proposed security is eligible to be used to repay the loan and that the financial assistance will not violate any of the borrowing or bond commitments the borrower may have in place; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) from the SIB (SIB Loan) to finance the actual costs of the Borrower's contribution to the Department for the Project.

B. SIB Loan Disbursement. On April 4, 2025 (Deposit Date, the Department will transfer the amount of One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit with the Borrower's depository bank Pinnacle Bank, located in Keene, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's contribution to the Department for the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Water and Sewer Revenues.

(A) Definitions: For all purposes of this Agreement, the following definitions shall apply:

"Gross Revenues" – All income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of money in any special funds or accounts created and established for the payment and security of obligations payable solely from and secured by a lien on and pledge of the Net Revenues.

"Operating and Maintenance Expenses" – All current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the

judgment of the Borrower, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the Borrower and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, electric power, and energy or natural gas (in the event of the acquisition of a gas distribution system) or the treatment of sewage and other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

“Net Revenues” – Gross Revenues of the System, with respect to any period, after deducting the Operating and Maintenance Expenses during such period.

“Utility System” or “System” – All properties, facilities and plants currently owned, operated, and maintained by the Borrower for the supply, treatment, and transmission of treated utility services, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term “Utility System” or “System” shall not mean to include facilities of any kind which are declared not to be a part of the System and which are hereafter acquired or constructed by or on behalf of the Borrower with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the Borrower which are payable from and secured by other liens on and pledges of special contract revenues or payments received from any other legal entity in connection with such facilities.

(B) Pledge of Utility System Net Revenues: The Borrower hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of amounts due to the Department from the Borrower under this Agreement. The pledge of Net Revenues granted by the Borrower shall be perfected in accordance with Chapter 9 or Chapter 261, Texas Business and Commerce Code. In order to preserve to the State the perfection of the security interest in said pledge, the Borrower agrees to make all Uniform Commercial Code filings necessary to perfect the Department’s security interest in the Borrower’s pledge of Net Revenues under Texas law, and to comply with the applicable provisions of Chapter 9 and Chapter 261, Texas Business and Commerce Code

The Borrower covenants and agrees that, Net Revenues will be used first to satisfy the Borrower’s payment obligations to the Department under this Agreement, before using Net Revenues for any other purpose.

(C) Rates and Charges: The Borrower hereby agrees, while this Agreement is outstanding, to establish and maintain rates and charges for facilities and services afforded by the Utility System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce in each fiscal year:

(i) Gross Revenues to pay Operating and Maintenance Expenses;
and

(ii) Net Revenues sufficient to make the payments due to the Department under this Agreement and to pay all other indebtedness payable from and/or secured by a lien on the properties or revenues of the Utility System.

(D) Special Covenants: The Borrower further covenants and agrees as follows:

(i) It has the lawful power to pledge the Net Revenues to the payments due to the Department under this Agreement as provided herein, and has lawfully exercised such power under the laws of the State of Texas;

(ii) The Borrower shall set utility fees at rates needed to produce Utility System revenues sufficient to make payments on the SIB Loan when due;

(iii) To the extent that it legally may and while this Agreement is outstanding, no franchise shall be granted for the installation or operation of any competing electric light and power, water, or wastewater system other than those owned by the Borrower;

(iv) The pledge of Net Revenues to secure repayment of the SIB Loan is in compliance, and will not conflict with, any existing contract or other obligation secured by or payable from Utility System revenues; and

(v) The Borrower may not sell or otherwise transfer all or a significant portion of the Utility System without providing for payment of the SIB Loan in full on or prior to such sale or transfer.

(2) Reserve Fund.

The Borrower shall maintain a fund at the Borrower's depository bank separate from all other funds and accounts for payment of the SIB Loan in the event of failure by the Borrower to make the required SIB Loan repayments on the required dates ("Reserve Fund"). As of the Deposit Date, the Borrower shall initiate Annual deposits in the Reserve Fund from available funds of the Borrower, commencing on or before the first day of the month following the Deposit Date (from operating revenues and/or from earnings on investments in the Reserve Fund) an amount not less than Thirty-Four Thousand Thirty-Two Dollars (\$34,032) until the Reserve Fund contains at least One Hundred Two Thousand Ninety-Six Dollars (\$102,096) ("Required Reserve").

The Reserve Fund shall be maintained separately from any other reserve fund, and the Required Reserve shall not be affected by the issuance of additional debt in accordance with the provisions of this Agreement. The Reserve Fund shall be used to pay the principal of or interest on the SIB Loan at any time when there is not sufficient money available for such purpose.

For the purpose of determining the amount on deposit to the credit of the Reserve Fund, investments in which money in such account shall have been invested shall be computed at

the market value of such investment. The amount on deposit to the credit of the Reserve Fund shall be computed by the Borrower at least annually, and shall be computed immediately upon any withdrawal from the Reserve Fund.

When and so long as the money and investments in the Reserve Fund total at least the amount of the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but when and if the Reserve Fund at any time contains less than the Required Reserve (other than during the initial build-up period permitted in the first paragraph of this Section), the Borrower covenants and agrees to cure the deficiency in the required Reserve Fund within twelve (12) months from the date the deficiency in funds occurred. No investment of moneys held in the Reserve Fund shall have a maturity of greater than five years.

(2) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than Twenty (20) years, with a final maturity date of April 4, 2045, in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on April 4, 2026, and on each October 4 and April 4 thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a Principal Payment Date), and in the amounts (each a Principal Payment) as shown on **Exhibit D** attached hereto.

The SIB Loan shall bear interest from the Deposit Date as shown on **Exhibit D** at the rate of 3.85% per annum (Loan Rate), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an Interest Payment). Interest Payments will be due annually beginning on April 4, 2026, and on each October 4 and April 4 thereafter in the years as shown on **Exhibit D** attached hereto (each an Interest Payment Date). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as (Payment Dates). If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan. All costs incurred by the Borrower for its portion of the Project in excess of the par amount of the SIB Loan shall be the responsibility of the Borrower.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Department is developing the Project. The Borrower is responsible for contributing the actual costs of relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan Proceeds only for the payment of the Borrower's contribution to the Department necessary for the construction of the Project as detailed in this Agreement.

Article 3. Project Responsibilities for Projects

A. The SIB Loan Proceeds are "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6. However, if any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the Uniform Act) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. For state highway improvement project, all plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the "Standard Specifications"), as they may apply. For work on projects not on the state highway system, plans and specifications must be, at a minimum, in compliance with applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

D. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

E. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

F. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor's Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower's contribution to the Department for the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or State laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), in a format prescribed by the department, the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended (Annual Expenditure Report).

C. The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

D. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

E. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by State and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless

the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

F. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number(s).

G. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

- A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;
- B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;
- C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and
- D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally, via e-mail or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11 th Street Austin, TX 78701-2483 TexasSIB@txdot.gov	Borrower: City of Venus Attn: Finance Director 700 W US HWY 67 Venus, TX 76084 bwilkins@cityofvenus.org
---	---

All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any

respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

Article 15. Taxable Obligations

The SIB Loan is not a "state or local bond" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended; therefore, the interest on the SIB Loan is not excludable from the gross income of the holders thereof for federal income tax purposes.

*****SIGNATURE PAGES FOLLOW*****

Each party is signing this Agreement on the date stated next to that party's signature.

CITY OF VENUS

By: _____
Joshua Jones
City Administrator
City of Venus

Date: _____

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Benjamin H. Asher
Project Finance, Debt & Strategic Contracts Division Director
Texas Department of Transportation

Date: _____

EXECUTION PAGE: SIB #S2025-003-01-01

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RESOLUTION NO. 21-2024-09

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE CITY ADMINISTRATOR TO ACT ON BEHALF OF THE CITY OF VENUS IN ALL MATTERS RELATING TO THE APPLICATION

WHEREAS, Texas Department of Transportation ("TxDOT") has initiated a major roadway improvement project to widen FM 157 within the City of Venus, Texas ("the City"); for improving safety, enhancing traffic capacity, and supporting long-term regional growth; and

WHEREAS, the widening and drainage improvements directly conflict with existing city-owned utility lines, including water and wastewater infrastructure, requiring these utilities to be relocated to accommodate the project; and

WHEREAS, under applicable state law, the City is financially responsible for relocating its utilities impacted by state highway projects; and

WHEREAS, the City has received an Opinion of Probable Construction Cost (OPCC) ("Exhibit B") from Birkhoff, Hendricks & Carter, L.L.P., estimating the costs associated with the relocation of water, sewer, and other conflicting utilities in connection with the FM 157 project; and

WHEREAS, based on the OPCC, the estimated costs for relocating the conflicting utilities will require the City to seek financial assistance to cover the expenses, including labor, materials, and contingency for potential unforeseen issues; and

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$1,415,000.00 to be used for the purpose of financing the utility relocation project ensuring that the necessary relocations can be performed without straining the City's current financial resources; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

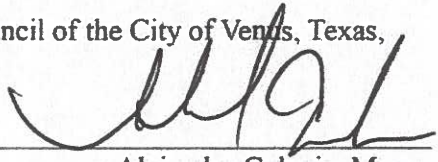
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

SECTION 1. That the City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$1,415,000.00 for the purpose of relocating water and sewer utilities, including all necessary labor, materials, and contingencies, as outlined in the OPCC.

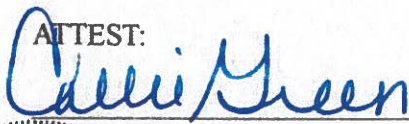
SECTION 2. That the City Council hereby authorizes the City Administrator to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED by the City Council of the City of Venus, Texas, this the 23rd day of September 2024.

By: 
Alejandro Galaviz, Mayor

ATTEST:



Carrie Green, City Secretary



Attachment(s):

Exhibit A: SIB Loan Application

Exhibit B: Opinion of Probable Construction Cost

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 1 of 3

Various Districts

The applicants listed in exhibit A have each submitted an application for financial assistance in the form of a loan from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). Each application satisfies all requirements of the rules, including passage of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. Each applicant intends to use the financial assistance to pay for eligible project costs to perform work on various projects in various counties in Texas, as detailed in exhibit A.

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the projects.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement with each applicant as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, as contained in exhibit A.

The SIB Rules provide for both preliminary and final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of more than \$10 million or in which the department does not have primary responsibility, unless the commission waives the preliminary approval requirement for that application. The commission has considered the complexity and size of the project, the type of infrastructure or asset involved, the type and complexity of the financial assistance requested, the financial status of the applicant, the financial feasibility of the project, and the need to expedite the financing of the project and has determined to waive the preliminary approval requirement for the city of Laredo SIB loan application, as listed in exhibit A.

The SIB Rules also allow for final approval by the commission of any SIB loan in the principal amount of \$10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director recommends that the commission grant final approval of the applications listed in exhibit A for financial assistance from the SIB up to the amount listed for each project, with approval of the application for Milligan Water Supply Corporation, as listed in exhibit A, being contingent on the execution of a standard utility agreement with the department.

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 2 of 3

Various Districts

In accordance with the SIB Rules, the commission finds that:

1. the projects listed in exhibit A are consistent with the metropolitan transportation plan developed by the applicable metropolitan planning organization, if appropriate;
2. the projects listed in exhibit A will improve the efficiency of the state's transportation systems;
3. the projects listed in exhibit A will expand the availability of funding for transportation projects or reduce direct state costs;
4. the applications submitted show that the applicants listed in exhibit A are likely to have sufficient revenues to assure repayment of the financial assistance; and
5. providing financial assistance to each applicant listed in exhibit A will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that each application listed in exhibit A submitted for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the applications for SIB loans under the terms contained within exhibit A up to the amount listed for each project to pay for the eligible project costs necessary for the projects, with approval of the application for Milligan Water Supply Corporation, as listed in exhibit A, being contingent on the execution of a standard utility agreement with the department prior to entering into a financial assistance agreement.

TEXAS TRANSPORTATION COMMISSION

Various Counties

MINUTE ORDER

Page 3 of 3

Various Districts

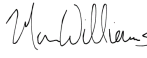
IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into financial assistance agreements for each of the attached SIB loan requests, which comply with the SIB Rules and which contains the terms attached hereto as exhibit A.

Submitted and reviewed by:

Recommended by:

Signed by:

E40115FC36E4474...
Director, Project Finance,
Debt & Strategic Contracts Division

DocuSigned by:

0E1B35AE191749E...
Executive Director

116877 January 30, 2025

Minute	Date
Number	Passed

State Infrastructure Bank Loan Terms

Applicant	Loan Amount (up to)	Pledged Collateral	Term to Maturity (up to)	Initial Repayment Deferral	Interest Rate	Project Description
Milligan Water Supply Corporation* (S2025-005-01)	\$1,000,000	Contract Revenues and Water Revenues	15 years	2 years	3.70%	Utility relocation on US 380 in Collin County, Texas.
City of Venus (S2025-003-01)	\$1,415,000	Water and Sewer Revenues	20 years	1 year	3.85%	Utility relocations on FM 157 in Johnson County, Texas.
City of Laredo (S2025-007-06)	\$8,500,000	Ad-Valorem Tax Revenue	20 years	1 year	2.79%	Environmental, design, right of way acquisition, utility relocation, and construction necessary for Phase II of the West Laredo Multimodal Trade Corridor to construct a railroad grade separation at Calton Road and Phase III of the West Laredo Multimodal Trade Corridor to realign the Las Cruces and Flecha Lane intersection in Webb County, Texas.

* Approval of application is contingent as detailed in the Minute Order.

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D
AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D- AMORTIZATION SCHEDULE

Loan Schedule for Venus S2025-003-01									
Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
1	4/4/2025	3.85%	\$0.00	\$1,415,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,415,000.00
2	10/4/2025	3.85%	\$1,415,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,238.75	\$1,442,238.75
3	4/4/2026	3.85%	\$1,442,238.75	\$0.00	\$52,921.61	\$25,158.51	\$27,763.10	\$0.00	\$1,417,080.24
4	10/4/2026	3.85%	\$1,417,080.24	\$0.00	\$52,921.60	\$25,642.81	\$27,278.79	\$0.00	\$1,391,437.43
5	4/4/2027	3.85%	\$1,391,437.43	\$0.00	\$52,921.61	\$26,136.44	\$26,785.17	\$0.00	\$1,365,300.99
6	10/4/2027	3.85%	\$1,365,300.99	\$0.00	\$52,921.60	\$26,639.56	\$26,282.04	\$0.00	\$1,338,661.43
7	4/4/2028	3.85%	\$1,338,661.43	\$0.00	\$52,921.60	\$27,152.37	\$25,769.23	\$0.00	\$1,311,509.06
8	10/4/2028	3.85%	\$1,311,509.06	\$0.00	\$52,921.61	\$27,675.06	\$25,246.55	\$0.00	\$1,283,834.00
9	4/4/2029	3.85%	\$1,283,834.00	\$0.00	\$52,921.60	\$28,207.80	\$24,713.80	\$0.00	\$1,255,626.20
10	10/4/2029	3.85%	\$1,255,626.20	\$0.00	\$52,921.60	\$28,750.80	\$24,170.80	\$0.00	\$1,226,875.40
11	4/4/2030	3.85%	\$1,226,875.40	\$0.00	\$52,921.61	\$29,304.26	\$23,617.35	\$0.00	\$1,197,571.14
12	10/4/2030	3.85%	\$1,197,571.14	\$0.00	\$52,921.60	\$29,868.36	\$23,053.24	\$0.00	\$1,167,702.78
13	4/4/2031	3.85%	\$1,167,702.78	\$0.00	\$52,921.61	\$30,443.33	\$22,478.28	\$0.00	\$1,137,259.45
14	10/4/2031	3.85%	\$1,137,259.45	\$0.00	\$52,921.60	\$31,029.36	\$21,892.24	\$0.00	\$1,106,230.09
15	4/4/2032	3.85%	\$1,106,230.09	\$0.00	\$52,921.61	\$31,626.68	\$21,294.93	\$0.00	\$1,074,603.41
16	10/4/2032	3.85%	\$1,074,603.41	\$0.00	\$52,921.61	\$32,235.49	\$20,686.12	\$0.00	\$1,042,367.92
17	4/4/2033	3.85%	\$1,042,367.92	\$0.00	\$52,921.61	\$32,856.03	\$20,065.58	\$0.00	\$1,009,511.89
18	10/4/2033	3.85%	\$1,009,511.89	\$0.00	\$52,921.60	\$33,488.50	\$19,433.10	\$0.00	\$976,023.39
19	4/4/2034	3.85%	\$976,023.39	\$0.00	\$52,921.61	\$34,133.16	\$18,788.45	\$0.00	\$941,890.23
20	10/4/2034	3.85%	\$941,890.23	\$0.00	\$52,921.61	\$34,790.22	\$18,131.39	\$0.00	\$907,100.01
21	4/4/2035	3.85%	\$907,100.01	\$0.00	\$52,921.60	\$35,459.93	\$17,461.67	\$0.00	\$871,640.08
22	10/4/2035	3.85%	\$871,640.08	\$0.00	\$52,921.61	\$36,142.54	\$16,779.07	\$0.00	\$835,497.54



LOAN SCHEDULE REPORT

Loan Schedule for Venus S2025-003-01

Term Number	Date	Loan Rate	Start Balance	Disbursement	Payment Due Amount	Principal Payment	Interest Payment	Interest Capitalized	End Balance
23	4/4/2036	3.85%	\$835,497.54	\$0.00	\$52,921.61	\$36,838.28	\$16,083.33	\$0.00	\$798,659.26
24	10/4/2036	3.85%	\$798,659.26	\$0.00	\$52,921.61	\$37,547.42	\$15,374.19	\$0.00	\$761,111.84
25	4/4/2037	3.85%	\$761,111.84	\$0.00	\$52,921.60	\$38,270.20	\$14,651.40	\$0.00	\$722,841.64
26	10/4/2037	3.85%	\$722,841.64	\$0.00	\$52,921.61	\$39,006.91	\$13,914.70	\$0.00	\$683,834.73
27	4/4/2038	3.85%	\$683,834.73	\$0.00	\$52,921.61	\$39,757.79	\$13,163.82	\$0.00	\$644,076.94
28	10/4/2038	3.85%	\$644,076.94	\$0.00	\$52,921.61	\$40,523.13	\$12,398.48	\$0.00	\$603,553.81
29	4/4/2039	3.85%	\$603,553.81	\$0.00	\$52,921.61	\$41,303.20	\$11,618.41	\$0.00	\$562,250.61
30	10/4/2039	3.85%	\$562,250.61	\$0.00	\$52,921.60	\$42,098.28	\$10,823.32	\$0.00	\$520,152.33
31	4/4/2040	3.85%	\$520,152.33	\$0.00	\$52,921.61	\$42,908.68	\$10,012.93	\$0.00	\$477,243.65
32	10/4/2040	3.85%	\$477,243.65	\$0.00	\$52,921.61	\$43,734.67	\$9,186.94	\$0.00	\$433,508.98
33	4/4/2041	3.85%	\$433,508.98	\$0.00	\$52,921.61	\$44,576.56	\$8,345.05	\$0.00	\$388,932.42
34	10/4/2041	3.85%	\$388,932.42	\$0.00	\$52,921.61	\$45,434.66	\$7,486.95	\$0.00	\$343,497.76
35	4/4/2042	3.85%	\$343,497.76	\$0.00	\$52,921.61	\$46,309.28	\$6,612.33	\$0.00	\$297,188.48
36	10/4/2042	3.85%	\$297,188.48	\$0.00	\$52,921.61	\$47,200.73	\$5,720.88	\$0.00	\$249,987.75
37	4/4/2043	3.85%	\$249,987.75	\$0.00	\$52,921.60	\$48,109.34	\$4,812.26	\$0.00	\$201,878.41
38	10/4/2043	3.85%	\$201,878.41	\$0.00	\$52,921.61	\$49,035.45	\$3,886.16	\$0.00	\$152,842.96
39	4/4/2044	3.85%	\$152,842.96	\$0.00	\$52,921.61	\$49,979.38	\$2,942.23	\$0.00	\$102,863.58
40	10/4/2044	3.85%	\$102,863.58	\$0.00	\$52,921.60	\$50,941.48	\$1,980.12	\$0.00	\$51,922.10
41	4/4/2045	3.85%	\$51,922.10	\$0.00	\$52,921.60	\$51,922.10	\$999.50	\$0.00	\$0.00

EXHIBIT E
ADVANCE FUNDING AGREEMENT

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and **City of Venus** ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number **116073** authorizes the State to undertake and complete a highway improvement generally described as: **FM 157; US 67 to 8th Street** ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A. This agreement may be terminated in the following manner:
 1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

Utility:	State:
<u>Mayor</u>	Director of Contract Services
<u>City of Venus</u>	Texas Department of Transportation
<u>700 W. US Highway 67</u>	125 E. 11 th Street
<u>Venus, Texas 76084</u>	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

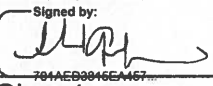
15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signed by: 
701AED0015EM167
Signature
Alejandro Galaviz

Typed or Printed Name

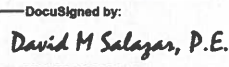
Mayor, City of Venus

Title

10/19/2024

Date

THE STATE OF TEXAS

DocuSigned by:

0741E01FAB02411
District Engineer
10/21/2024

Date

CCSJ # 0747-05-042
 RCSJ # 0747-05-045
 AFA CSJ # 0747-05-042
 Utility ID: U00018886
 District # 02 AFA ID Z00011068
 Code Chart 64 # 43950
 Project: FM 157; US 67 to 8th ST.

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing **Water/Waste Water** shall be relocated and adjustments shall be made along **FM 157**. The **City of Venus** facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is **\$1,415,000.00**. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the **City of Venus** items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be **\$1,415,000.00**. (See Attachment B – Estimated Utility Costs)
- B. In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along **FM 157**.

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's **Fort Worth** District Office.
 - iii. Secure all necessary permitting as may be required for the installation of the **Water/Waste Water** line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed **Water/Waste Water System Facilities** during construction, and the relocation of **Water/Waste Water System Facilities** and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing **Water/Waste Water System Facilities** during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.
- B. The State shall provide the following services under this contract:**
- i. Combine the **Water/Waste Water System Facilities** relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CCSJ # 0747-05-042
RCSJ # 0747-05-045
AFA CSJ # 0747-05-042
Utility ID: U00018886
District # 02 AFA ID Z00011068
Code Chart 64 # 43950
Project: FM 157; US 67 to 8th ST.

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$1,415,000.00

Less Betterment Amount Due from Utility
\$0.00

Amount of total utility relocation Costs
\$1,415,000.00

Estimated Amount Eligible for Reimbursement
(Calculated eligibility Ratio – %)
\$0.00

Amount of Utility Adjustment Due from Utility
\$1,415,000.00

Estimated amount to be included in Construction Agreement

A. Betterment	\$0.00
B. Utility Adjustment	<u>\$1,415,000.00</u>
GRAND TOTAL	<u>\$1,415,000.00</u>

Certificate Of Completion

Envelope Id: 41494239B399404287EC4FB2E5360845

Status: Completed

Subject: Please DocuSign AFAID Z00011069 (0747-05-042) with City of Venus

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelle Chancey

AutoNav: Enabled

125 E. 11th Street

Envelopeld Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kelle.Chancey@txdot.gov

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Kelle Chancey

Location: DocuSign

10/18/2024 2:13:48 PM

Kelle.Chancey@txdot.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

Alejandro Galaviz

Signed by:



Sent: 10/18/2024 2:16:58 PM

mayor@cityofvenus.org

Viewed: 10/18/2024 2:18:41 PM

Mayor, City of Venus

Signed: 10/19/2024 3:44:59 AM

City of Venus

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Drawn on Device
Using IP Address: 97.75.112.82**Electronic Record and Signature Disclosure:**

Accepted: 10/18/2024 2:18:41 PM

ID: 20a04001-88d6-429e-9634-9a6cea274dbf

David M Salazar, P.E.

DocuSigned by:

David M Salazar, P.E.

Sent: 10/19/2024 3:45:01 AM

David.Salazar@txdot.gov

Viewed: 10/21/2024 2:26:38 PM

District Engineer

Signed: 10/21/2024 2:26:47 PM

TxDOT

Security Level: Email, Account Authentication
(Optional)Signature Adoption: Pre-selected Style
Using IP Address: 204.64.21.232**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kelle Chancey

COPIED

Sent: 10/18/2024 2:16:56 PM

Kelle.Chancey@txdot.gov

Resent: 10/21/2024 2:26:51 PM

Public Transportation Specialist

Texas Department of Transportation

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Shelia Jenkins Shelia.Jenkins@txdot.gov Texas Department of Transportation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/18/2024 2:16:57 PM Viewed: 10/18/2024 2:18:59 PM
Joshua Jones jjones@cityofvenus.org City Administrator Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/18/2024 2:16:58 PM Viewed: 10/21/2024 7:33:01 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2024 2:16:56 PM
Certified Delivered	Security Checked	10/21/2024 2:26:38 PM
Signing Complete	Security Checked	10/21/2024 2:26:47 PM
Completed	Security Checked	10/21/2024 2:26:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
--	---

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

ITEM REPORT

To: City Council
From: Joshua Jones, City Administrator
Subject: Discuss and consider the approval of a vendor/consultant for Strategic Planning Services.
Department/Office: Administration

Summary:

At its meeting on November 11, 2024, the City Council authorized the City Administrator to issue a Request for Proposal ("RFP") for strategic planning services.

The RFP was initially issued on November 25, 2024, but fewer than the necessary 3 responses were received by the deadline. The City then reissued the RFP on February 12, 2025, and received a total of 8 proposals. The mayor, city administrator, and city planner met as an ad hoc review committee, with each independently scoring each proposal in accordance with the scoring criteria described in the RFP:

1. Vendor Qualifications (for all staff working with the project) (30)
2. Experience with similar projects (25)
3. Work Plan (25)
4. Cost (15)
5. Local Business (located within Venus city limits) (5)

Below is an average of the scores with a recommendation.

Committee Total Scores	Eidy Bailey	Funkhouser Assoc.	Magen Solutions	MHS	Mighty Penguin	MRB Group	S-Brand Solutions	Strategic Gov Solutions
Mayor	65	75	48	75	60	70	85	
City Administrator	85	90	65	75	80	80	85	
City Planner	55	75	55	80	50	70	80	
Average:	68.3	80.0	56.0	76.7	63.3	73.3	83.3	

Recommended Action:

Staff recommends Strategic Government Resources ("SGR").

Budget:

This item is expected to cost between \$30,000 - \$35,000 and will be split over two (2) fiscal years.

Attachments:

None