



## **City Council**

Monday, October 27, 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 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.

**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 for October 13, 2025.

4.2. Ratifying bills and monthly financial report for September 2025

4.3. Ratifying Secondary Manufacturers National Opioid Settlement

4.4. Ratify 2024-25 Audit Engagement agreement

4.5. Quarterly Investment Report

4.6. Approval for City of Venus Fire Department to bill through third party company Fire Recovery USA LLC to insurance providers only for fires, motor vehicle accidents, and hazardous material incidents.

4.7. Approval of meeting minutes for Special Called meeting on October 2, 2025.

**5. Presentation and Proclamations:**

**6. Public Hearings and Action Items:**

- 6.1. Conduct a Public Hearing to consider an Ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13, "Planning and Zoning Commission" by adding subsection 34-13(b)(1)(i), to allow for alternates to the Planning and Zoning Commission.

Open Public Hearing:

Close Public Hearing:

Discuss and consider an Ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13, "Planning and Zoning Commission" by adding subsection 34-13(b)(1)(i), to allow for alternates to the Planning and Zoning Commission.

**7. Discussion and Consideration Items:**

- 7.1. Discuss and consider taking action on Arbitrage that is due on 2020 Bond.
- 7.2. Discuss and consider the appointment to the Planning and Zoning Commission Place 5.
- 7.3. Discuss and consider Laserfiche as a full-service repository solution for all City of Venus records.

**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(2)-Consultation with Attorney and 551.074 (a)(1)- Personnel Matters.

- 8.1. 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 Administrator.
- 8.2. City of Venus v Saldana Properties, L.P. Cause No. CC-E20210005 pending in County Court as Law #1, Johnson County, Texas.
- 8.3. Any action to be taken on Executive Sessions

**9. Adjournment:**

*The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (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 public at all times and to the City's website [www.cityofvenus.org](http://www.cityofvenus.org), on Monday, October 20, 2025, on or before 5:30 pm.**

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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 COUNCIL**  
MEETING MINUTES  
Regular Council Meeting  
OCTOBER 13, 2025

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

Mayor Galaviz called the meeting to order at 6:34 pm, City Attorney Halla gave the Invocation, and all led the Pledge of Allegiance and Pledge to the Texas Flag.

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

Staff present: City Attorney, Callie Green, Chief Groom, Chief Hargrove, Becky Wilkins, Oscar Ortiz, Scott Williams and Ron Hearn.

**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.

Thanked Public Works Director, Scott Williams and employees for painting the Civic Center.

**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.

No public speakers.

**4. Consent Agenda:**

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

4.1. Approval of meeting minutes for regular meeting on September 22, 2025.

4.2. Authorize Interlocal Agreement Between City of Venus and Region 8 Education Service Center for cooperative purchasing services through The Interlocal Purchasing System (TIPS)

- 4.3. Approve an IPO for a Major Amendment to WWTP Permit — Kimley Horn Engineering
- 4.4. Approve a Project Order for a Water, Wastewater and Roadway Impact Fee Study
- 4.5. Approval of a Project Order for a Stormwater Utility Fee Study.

I make a motion to approve.

Moved by: Drew Wilson

Seconded by: Tony Bovinich

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

## **5. Presentation and Proclamations:**

- 5.1. Presentation of a 10-Year Service Award to Chief James Groom.

Mayor, Galaviz presented.

## **6. Public Hearings and Action Items:**

- 6.1. Conduct Public Hearing for Voluntary Annexation Petition of 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42, (Ellis County), Texas; 900 E C.R. 109 Venus, Texas 76084.

Opened Public Hearing: on September 8, 2025, at 7:16pm.

Councilmember Wilson made a motion to postpone the Public Hearing until October 13, 2025.

Seconded by Councilmember Bovinich.

**For: Unanimous. Motion carried 5-0-0.**

1. Misty Ventura — Attorney for Applicant — In favor of Voluntary Annexation.  
Close Public Hearing: At 6:42 pm.

Discuss and consider an Ordinance for the Voluntary Annexation Petition of 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42, (Ellis County), Texas; 900 E C.R. 109 Venus, Texas 76084.

I make a motion to approve Exhibit E, Service Plan.

Moved by: Drew Wilson

Seconded by: Tony Bovinich

**For: Unanimous. Motion Yes 5, No 0, Abstained 0.**

I make a motion to approve an Ordinance for the Voluntary Annexation petition of 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42, (Ellis County), Texas; 900 E C.R. 109 Venus, Texas 76084.

Moved by: Drew Wilson  
Seconded by: Tony Bovinich

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

- 6.2. Conduct Public Hearing for rezoning from AG (Agricultural) District to I-1 (Light Industrial) District: 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42 (Ellis County), Texas; 900 E C.R. 109, Venus, Texas 76084.

Open Public Hearing: At 7:05 pm.

1. The representative for the Data Center spoke answering Councilmember Hamm questions.

Close Public Hearing: At 7:06 pm.

Discuss and consider an Ordinance rezoning from AG (Agricultural) District to I-1 (Light Industrial) District: 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42 (Ellis County), Texas; 900 E C.R. 109, Venus, Texas 76084.

I make a motion to approve an Ordinance rezoning from AG (Agricultural) District to I-1 (Light Industrial) District : 216.971 acres out of the Radford Berry Survey, Abstract 26 (Johnson County) and Abstract 42 (Ellis County), Texas; 900 E C.R. 109, Venus, Texas 76084.

Moved by: Drew Wilson

Seconded by: Sheryl Kiser

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

- 6.3. Conduct Public Hearing for an ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13 "Planning and Zoning Commission", subsection (c)(7) which requires a three-fourths vote of the elected members of the city council to approve any zoning change, amendment or regulation of any kind, upon which the planning and zoning commission has recommended denial.

Open Public Hearing: At 7:20 pm.

No speakers.

Close Public Hearing: At 7:20 pm.

Discuss and consider an ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13 "Planning and Zoning Commission", subsection (c)(7) which requires a three-fourths vote of the elected members of the city council to approve any zoning change, amendment or regulation of any kind, upon which the planning and zoning commission has recommended denial.

I make a motion to deny repealing Chapter 34 "Zoning", Article I, "In General", Section 34-13 "Planning and Zoning Commission", subsection (c)(7) which

requires a three-fourths vote of the elected members of the city council to approve any zoning change, amendment or regulation of any kind, upon which the planning and zoning commission has recommended denial.

Moved by: Drew Wilson

Seconded by: Sheryl Kiser

**For: Drew Wilson, Sheryl Kiser, Teresa Hoffman and Tony Bovinich.**

**Against: Michelle Hamm.**

**Motion carried 4-1-0.**

- 6.4. Conduct Public Hearing for an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Comprehensive Plan from Manufactured Home Subdivision (MHS) District to I-1 (Light Industrial) District. 10.270 acres out of the J. T. Cadenhead Survey, Abstract No. 134, Johnson County, Texas; 1310 FM 1807, Venus, Texas 76084.

Open Public Hearing: At 7:27 pm.

No speakers.

Close Public Hearing: At 7:27 pm.

Discuss and consider an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Comprehensive Plan from Manufactured Home Subdivision (MHS) District to I-1 (Light Industrial) District. 10.270 acres out of the J. T. Cadenhead Survey, Abstract No. 134, Johnson County, Texas; 1310 FM 1807, Venus, Texas 76084.

I make a motion to approve an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Comprehensive Plan from Manufactured Home Subdivision (MHS) District to I-1 (Light Industrial) District. 10.270 acres out of the J.T. Cadenhead Survey, Abstract No. 134, Johnson County, Texas; 1310 FM 1807, Venus, Texas 76084.

Moved by: Drew Wilson

Seconded by: Teresa Hoffman

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

- 6.5. Conduct Public Hearing for an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Comprehensive Plan from C-2 (General Commercial) District to PD (Planned Development) District. 7.091 acres out of the Radford Berry Survey, Abstract No. 26, Johnson County, Texas & 36.127 acres out of Radford Berry Survey, Abstract No. 26 Johnson County, Texas. 501 E US Highway 67, Venus, Texas 76084.

Open Public Hearing: At 7:31 pm.

No speakers.

Close Public Hearing: At 7:31 pm.

Discuss and consider an Ordinance of the City of Venus, Johnson and Ellis

Counties, Texas amending the City of Venus Comprehensive Plan from C-2 (General Commercial) District to PD (Planned Development) District. 7.091 acres out of the Radford Berry Survey, Abstract No. 26, Johnson County, Texas & 36.127 acres out of Radford Berry Survey, Abstract No. 26 Johnson County, Texas. 501 E US Highway 67, Venus, Texas 76084.

I make a motion to approve an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Comprehensive Plan from C-2 (General Commercial) District to PD (Planned Development) District. 7.091 acres out of the Radford Berry Survey, Abstract No. 26, Johnson County, Texas & 36.127 acres out of Radford Berry Survey, Abstract No. 26 Johnson County, Texas. 501 E US Highway 67, Venus, Texas 76084.

Moved by: Drew Wilson

Seconded by: Teresa Hoffman

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

- 6.6. Conduct Public Hearing for an Ordinance of the City of Venus, Johnson and Ellis Counties, Texas amending the City of Venus Master Thoroughfare Plan.

Open Public Hearing: At 7:41 pm.

No speakers.

Close Public Hearing: At 7:41 pm.

Discuss and consider recommendation of an Ordinance for the City of Venus Master Thoroughfare Plan.

I make a motion to approve Ordinance as presented

Moved by: Drew Wilson

Seconded by: Tony Bovinich

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

## **7. Discussion and Consideration Items:**

- 7.1. Discuss and consider an Ordinance to rezone from AG (Agricultural) District to I-1 (Light Industrial) District, located at 1310 FM 1807, Venus, Texas 76084, being approximately 10.270 acres legally described as being part of the J. T. Cadenhead Survey, Abstract No.134, Johnson County, Texas.

i make a motion to approve an Ordinance to rezone from AG (Agricultural) District to I-1 (Light Industrial) District, located at 1310 FM 1807, Venus, Texas 76084, being approximately 10.270 acres legally described as being part of the J.T. Cadenhead Survey, Abstract No. 134, Johnson County, Texas.

Moved by: Drew Wilson

Seconded by: Teresa Hoffman

**For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.**

- 7.2. Discuss and consider an Ordinance to rezone from AG (Agricultural District) to PD (Planned Development). Generally located south of E US Highway 67, 7.091 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas & 36.127 acres out of Radford Berry Survey, Abstract 26, tracts 21, 22, & 23, Johnson County, Texas for approximately a total of 43.218 acres and commonly known as 501 E US Highway 67, Venus, Texas 76084. Jack Shaw, the developer, spoke in favor of rezoing..

I make a motion to approve an Ordinance to rezone from AG (Agricultural District) to PD (Planned Development). Generally located south of E US Highway 67, 7.091 acres out of the Radford Berry Survey, Abstract 26, Johnson County, Texas & 36.127 acres out of Radford Berry Survey, Abstract 26, tracts 21, 22, & 23, Johnson County, Texas for approximately a total of 43.218 acres and commonly known as 501 E US Highway 67, Venus, Texas 76084.

Moved by: Drew Wilson

Seconded by: Tony Bovinich

**For: Drew Wilson, Tony Bovinich, Teresa Hoffman and Michelle Hamm.**

**Against: Sheryl Kiser**

- 7.3. Discuss and consider approval of a Resolution approving and authorizing execution of an Economic Development Incentive Agreement with Venus Drugs, LLC.

I make a motion to deny the Resolution approving and authorizing execution of an Economic Development Incentive Agreement with Venus Drugs, LLC.

Moved by: Tony Bovinich

Seconded by: Teresa Hoffman

**For: Unanimous. Motion carried Yes 5, 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: 1.

No Executive Session.

**9. Adjournment:**

Mayor Galaviz adjourned the meeting at 7:56 pm.

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Mayor

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City Secretary

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Ratifying bills and monthly financial report for September 2025  
**Department/Office:** Finance

**Summary:**

Ratifying bills paid in the month of September and monthly financial report.

**Recommended Action:**

Approve

**Budget:**

No budget impact.

**Attachments:**

1. Sept 25 Dashboard
2. Citibank CC September 2025
3. Citibank CC Statement September 2025
4. September 2025 Council Report

# City of Venus Dashboard

Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



## General Fund

### Revenue Summary

|                                | Budget           | YTD              | % of Budget |
|--------------------------------|------------------|------------------|-------------|
| Fees & Services                | 27,910           | 19,692           | 71%         |
| Fines & Forfeitures            | 92,945           | 132,155          | 142%        |
| Franchise Taxes                | 164,555          | 148,402          | 90%         |
| Property Taxes                 | 3,556,235        | 3,735,407        | 105%        |
| Sales Taxes                    | 961,865          | 1,130,107        | 117%        |
| Contributions                  | 160,000          | 9,930            | 6%          |
| Interest                       | 130,259          | 184,155          | 141%        |
| Licenses & Permits             | 610,365          | 405,822          | 66%         |
| Miscellaneous                  | 5,000            | 115,726          | 2315%       |
| Intergovernmental              | 760,960          | 827,900          | 109%        |
| Other Financing Sources (Uses) | -                | -                | 0%          |
| <b>Total Revenue</b>           | <b>6,470,094</b> | <b>6,709,295</b> | <b>104%</b> |

### Expenditure Summary

|                                 | Budget           | YTD              | % of Budget |
|---------------------------------|------------------|------------------|-------------|
| Council                         | 27,160           | 5,851            | 22%         |
| City Administrator Office       | 699,844          | 698,872          | 100%        |
| Permits & Inspections           | 381,245          | 325,034          | 85%         |
| Planning                        | 149,315          | 137,034          | 92%         |
| Police Department               | 2,621,095        | 2,478,872        | 95%         |
| Code Enforcement/Animal Control | 109,505          | 85,135           | 78%         |
| Municipal Court                 | 123,562          | 129,746          | 105%        |
| Fire Department                 | 1,180,750        | 1,244,100        | 105%        |
| Streets                         | 365,615          | 357,607          | 98%         |
| Parks & Recreation              | 219,603          | 308,546          | 141%        |
| City-Wide Nondepartmental       | 423,730          | 273,846          | 65%         |
| <b>Total Expenditures</b>       | <b>6,301,424</b> | <b>6,044,642</b> | <b>96%</b>  |

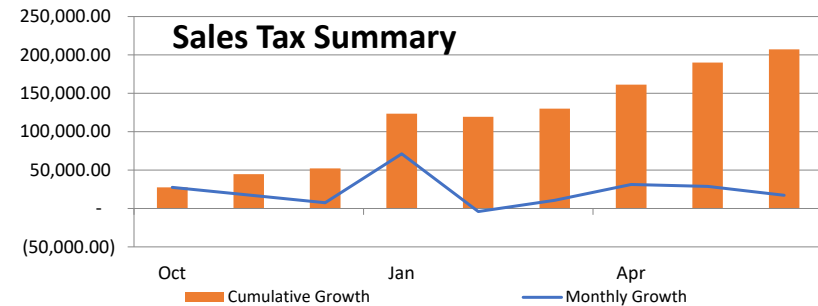
|                              |                |                |
|------------------------------|----------------|----------------|
| <b>Net Surplus (deficit)</b> | <b>168,670</b> | <b>664,653</b> |
|------------------------------|----------------|----------------|

### Key Revenue Sources

|                | Budget    | YTD       | % of Budget |
|----------------|-----------|-----------|-------------|
| Sales Tax City | 961,865   | 1,130,107 | 117%        |
| Property Taxes | 3,556,235 | 3,735,407 | 105%        |

### Moving Average Comparisons to Collections

|                | 12 Month Moving Average | 12-MA  | Collections<br>September 30, 2025 |
|----------------|-------------------------|--------|-----------------------------------|
| Sales Tax City |                         | 88,778 | 128,475                           |



## City of Venus Dashboard

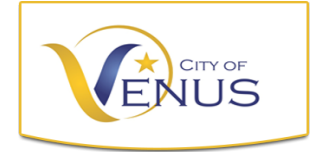
Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



### Debt Service Fund

#### Revenue Summary

|                        | Budget         | YTD            | % of Budget |
|------------------------|----------------|----------------|-------------|
| Current Property Taxes | 825,540        | 917,595        | 111%        |
| Delinquent I&S Taxes   | 2,475          | 5,501          | 222%        |
| Penalties & Interest   | 4,130          | 3,416          | 83%         |
| <b>Total Revenues</b>  | <b>832,145</b> | <b>926,512</b> | <b>111%</b> |

#### Expenditure Summary

|                           | Budget           | YTD            | % of Budget |
|---------------------------|------------------|----------------|-------------|
| Other contracted services | 128,250          | -              | 0%          |
| Bond Principal            | 475,000          | 360,000        | 76%         |
| Bond Interest             | 470,885          | 380,162        | 81%         |
| <b>Total Expenses</b>     | <b>1,074,135</b> | <b>740,162</b> | <b>69%</b>  |

# City of Venus Dashboard

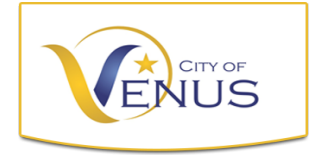
Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



## Venus Community Service Development Corporation

### Revenue Summary

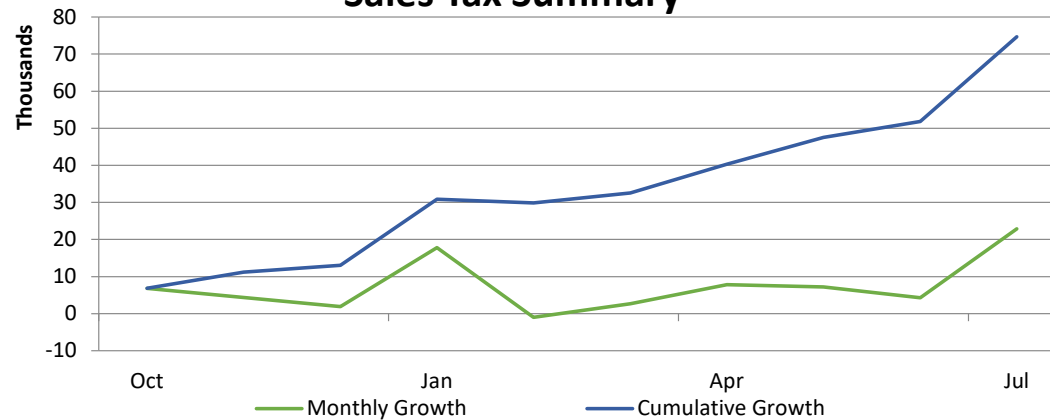
|                       | Budget         | YTD            | % of Budget |
|-----------------------|----------------|----------------|-------------|
| Sales Tax             | 405,810        | 452,043        | 111%        |
| Special events        | -              | -              | 0%          |
| Interest Income       | 10,070         | 8,245          | 82%         |
| <b>Total Revenues</b> | <b>415,880</b> | <b>460,288</b> | <b>111%</b> |

### Expenditure Summary

|                       | Budget         | YTD            | % of Budget |
|-----------------------|----------------|----------------|-------------|
| Nondepartmental       | 464,200        | 179,908        | 39%         |
| <b>Total Expenses</b> | <b>464,200</b> | <b>179,908</b> | <b>39%</b>  |

|                              |                 |                |
|------------------------------|-----------------|----------------|
| <b>Net Surplus (deficit)</b> | <b>(48,320)</b> | <b>280,380</b> |
|------------------------------|-----------------|----------------|

## Sales Tax Summary



# City of Venus Dashboard

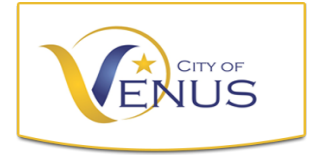
Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



## Street Maintenance Sales Tax

### Revenue Summary

|                              | Budget  | YTD     | % of Budget |
|------------------------------|---------|---------|-------------|
| Street Maintenance Sales Tax | 225,730 | 226,021 | 100%        |
| <b>Total Revenues</b>        | 225,730 | 226,021 | 100%        |

### Expenditure Summary

|                       | Budget  | YTD     | % of Budget |
|-----------------------|---------|---------|-------------|
| Street Repairs        | 250,000 | 249,757 | 100%        |
| <b>Total Expenses</b> | 250,000 | 249,757 | 100%        |

|                              |                 |                 |
|------------------------------|-----------------|-----------------|
| <b>Net Surplus (deficit)</b> | <b>(24,270)</b> | <b>(23,736)</b> |
|------------------------------|-----------------|-----------------|

## City of Venus Dashboard

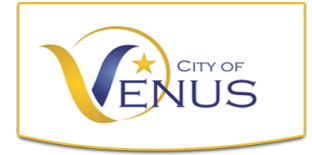
Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



### TIRZ #1

#### Revenue Summary

|                       | Budget | YTD     | % of Budget |
|-----------------------|--------|---------|-------------|
| Property Tax          | -      | 566,940 | 0%          |
| <b>Total Revenues</b> | -      | 566,940 | 0%          |

#### Expenditure Summary

|                       | Budget | YTD | % of Budget |
|-----------------------|--------|-----|-------------|
| <b>Total Expenses</b> | -      | -   | 0%          |

|                              |   |                |
|------------------------------|---|----------------|
| <b>Net Surplus (deficit)</b> | - | <b>566,940</b> |
|------------------------------|---|----------------|

# City of Venus Dashboard

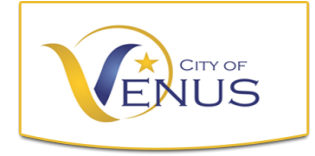
Fiscal Year Overview:

FY25

Period Ending:

September 30, 2025

100% of the fiscal year



## Utility Fund

### Revenue Summary

|                                    | Budget           | YTD              | % of Budget |
|------------------------------------|------------------|------------------|-------------|
| Water Revenue                      | 1,609,522        | 1,656,088        | 103%        |
| Sewer Revenue                      | 2,775,515        | 2,892,321        | 104%        |
| Sanitation Revenues                | 699,031          | 705,236          | 101%        |
| Administrative Fees                | 290,940          | 374,956          | 129%        |
| SIB Loan for Line Relocates on 157 |                  | 1,415,000        |             |
| <b>Total Revenues</b>              | <b>5,375,008</b> | <b>7,043,601</b> | <b>131%</b> |

### Expenditure Summary

|                       | Budget           | YTD              | % of Budget |
|-----------------------|------------------|------------------|-------------|
| Non-Departmental      | 672,275          | 305,183          | 45%         |
| Administration        | 629,757          | 604,171          | 96%         |
| Water Department      | 304,053          | 1,554,993        | 511%        |
| Sanitation Department | 637,160          | 641,447          | 101%        |
| Sewer Department      | 3,081,015        | 2,844,129        | 92%         |
| <b>Total Expenses</b> | <b>5,324,260</b> | <b>5,949,924</b> | <b>112%</b> |

|                              |               |                  |
|------------------------------|---------------|------------------|
| <b>Net Surplus (deficit)</b> | <b>50,748</b> | <b>1,093,678</b> |
|------------------------------|---------------|------------------|



### Cash Balances

| Fund/Account                | Balance          | % of total  |
|-----------------------------|------------------|-------------|
| General Fund                |                  |             |
| Cash                        | 791,631          | 13.93%      |
| Pinnacle Bank - Savings     | 1,684,676        | 29.63%      |
| Pinnacle Bank - MERP        | 105              | 0.00%       |
| Debt Service Fund           |                  |             |
| Cash                        | 559,972          | 9.85%       |
| VCSDC                       |                  |             |
| Cash                        | 643,630          | 11.32%      |
| Pinnacle Bank Checking      | 306,055          | 5.38%       |
| ARPA                        |                  |             |
| Cash                        | 135,605          | 2.39%       |
| Court Technology            |                  |             |
| Cash                        | 10,078           | 0.18%       |
| Court Security              |                  |             |
| Cash                        | 18,452           | 0.32%       |
| Truancy Prevention Fund     |                  |             |
| Cash                        | 15,356           | 0.27%       |
| Street Maintenance Tax Fund |                  |             |
| Cash                        | 225,434          | 3.97%       |
| Street Maintenance CIP Fund |                  |             |
| Cash                        | 260,000          | 4.57%       |
| TIRZ #1                     |                  |             |
| Cash                        | 566,940          | 9.97%       |
| Blue Stem PID               |                  |             |
| Cash                        | 11,188           | 0.20%       |
| Brahman Ranch PID           |                  |             |
| Cash                        | 16,860           | 0.30%       |
| Patriot Estates PID         |                  |             |
| Cash                        | (7,735)          | -0.14%      |
| Utility Fund                |                  |             |
| Cash                        | 290,630          | 5.11%       |
| Pinnacle Bank Savings       | 251,536          | 4.42%       |
| Pinnacle Bank Savings I&S   | 445,523          | 7.84%       |
| Water Impact Fee Fund       |                  |             |
| Cash                        | 14,000           | 0.25%       |
| Sewer Impact Fee Fund       |                  |             |
| Cash                        | 21,000           | 0.37%       |
| Brahman Ranch WWTP          |                  |             |
| Cash                        | (576,012)        | -10.13%     |
| <b>Total Cash Balances</b>  | <b>5,684,924</b> | <b>100%</b> |

### Investments

| Fund/Account                     | Balance                 | % of total     |
|----------------------------------|-------------------------|----------------|
| 2025 Street Bond                 |                         |                |
| TexSTAR                          | \$ 4,679,047.68         | 26.06%         |
| General Fund                     |                         |                |
| Texpool                          | \$ 3,491,663.34         | 19.45%         |
| 2020 Bond Proceeds               |                         |                |
| Texpool                          | \$ 4,587,267.00         | 25.55%         |
| VCSDC                            |                         |                |
| Texpool                          | \$ 89,542.97            | 0.50%          |
| Utility Fund                     |                         |                |
| Texpool                          | \$ 733,850.75           | 4.09%          |
| 2022 CO Bond Fund                |                         |                |
| Texpool                          | \$ 4,370,926.11         | 24.35%         |
| <b>Total Investment Balances</b> | <b>\$ 17,952,297.85</b> | <b>100.00%</b> |

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

**ENTERED**  
 BB-10.15.25

Cardholder Name: Callie Green

Payee: Citi Bank Master Card

ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.

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<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|-----------------------|-------------------------------|------------------------------------|--------------------------|---------------------|------------------|------------------------|-----------------|
| 9/8/2025              | Charleys Philly steak | Dinner for council meeting    | CG                                 | 10-05-50485              | Mayors projects     | 51.44            | 4.24                   | 55.68           |
| 9/15/2025             | Yellow Rose TMCA      | Luncheon (Green & Westen)     | CG                                 | 10-5-0010-0416           | Travel & training   | 50.00            |                        | 50.00           |
| 9/15/2025             | Yellow Rose TMCA      | Membership dues               | CG                                 | 10-10-50418              | Dues & Memberships  | 50.00            |                        | 50.00           |
|                       |                       |                               |                                    |                          |                     |                  |                        | -               |
|                       |                       |                               |                                    |                          |                     |                  |                        | -               |
|                       |                       |                               |                                    |                          |                     |                  |                        | -               |
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|                       |                       |                               |                                    |                          |                     |                  |                        | -               |
|                       |                       |                               |                                    |                          |                     |                  |                        | -               |
| Total Monthly Charges |                       |                               |                                    |                          |                     | 151.44           | 4.24                   | 155.68          |

Cardholder Signature Callie Green Date 10/14/25  
 Finance Director Signature Becky Wilkins Date 10-15-25  
 City Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Total must agree  
with credit card  
statement

Dept Head Signature C Green Date 10/14/25

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

Cardholder Name: Machelle McAnally

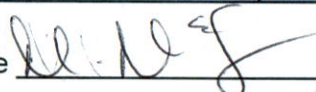
Payee: Citi Bank Master Card

**ENTERED**  
**BB-10.15.25**

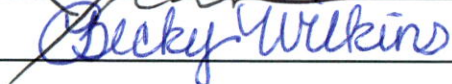
**ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.  
MISSING RECEIPTS MUST BE REPLACED WITH A COMPLETED "LOST RECEIPT TEMPLATE" FORM SIGNED BY THE CITY ADMINISTRATOR.**

| Date                  | Vendor Name         | Description/Purpose of Charge | Employee<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct<br>Description | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|---------------------|-------------------------------|------------------------------------|--------------------------|------------------------|------------------|------------------------|-----------------|
| 9/5/2025              | Hard Head Veteran   | Ballistic helmets             | J. Yates                           | 5-0050-0420              | Uniforms               | 1,076.00         | -                      | 1,076.00        |
| 9/12/2025             | OAG                 | Open Records Ruling           | M. McAnally                        | 50-50423                 | Postage                | 7.50             |                        | 7.50            |
| 9/16/2025             | Rally Sportswear    | T-shirt VNO                   | J. Groom                           | 50-50495                 | National Night Out     | 2,077.60         |                        | 2,077.60        |
| 9/23/2025             | Your DJ - Gus Garza | National Night Out            | D. Martinez                        | 50-50495                 | National Night Out     | 525.00           |                        | 525.00          |
|                       |                     |                               |                                    |                          |                        |                  | -                      | -               |
|                       |                     |                               |                                    |                          |                        |                  | -                      | -               |
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|                       |                     |                               |                                    |                          |                        |                  | -                      | -               |
| Total Monthly Charges |                     |                               |                                    |                          |                        | 3,686.10         | -                      | 3,686.10        |

with credit card

Cardholder Signature  Date 10/7/25

Department Head Signature  Date 10/07/25

Finance Director Signature  Date 10-15-25

City Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

ENTERED  
BB-10.15.85

**Payee:** Citi Bank Master Card

| Date                  | Vendor Name              | Description/Purpose of Charge      | Employee<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|--------------------------|------------------------------------|------------------------------------|--------------------------|---------------------|------------------|------------------------|-----------------|
| 9/10/2025             | Texas Court Clerks Assoc | 2025 Annual Conf. Registration     | MT                                 | 10-60-50416              | Court - Training    | 350.00           |                        | 350.00          |
| 9/17/2025             | TMCEC                    | Registration for Court Admin Conf. | MT                                 | 10-60-50416              | Court - Training    | 431.00           |                        | 431.00          |
|                       |                          |                                    |                                    |                          |                     |                  |                        | -               |
|                       |                          |                                    |                                    |                          |                     |                  |                        | -               |
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|                       |                          |                                    |                                    |                          |                     |                  |                        | -               |
| Total Monthly Charges |                          |                                    |                                    |                          |                     | 781.00           | -                      | 781.00          |

City Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

### Credit Card Charges -Pay Request

ENTERED  
BB-10.15.25

**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<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description    | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|-------------|-------------------------------|------------------------------------|--------------------------|------------------------|------------------|------------------------|-----------------|
| 9/17/2025             | Adobe       | Adobe Creative Suite          | O. O.                              | 10-5-0045-0468           | Information Technology | 15.99            | 1.32                   | 17.31           |
|                       |             |                               |                                    |                          |                        |                  |                        | -               |
|                       |             |                               |                                    |                          |                        |                  |                        | -               |
|                       |             |                               |                                    |                          |                        |                  |                        | -               |
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|                       |             |                               |                                    |                          |                        |                  |                        | -               |
| Total Monthly Charges |             |                               |                                    |                          |                        | 15.99            | 1.32                   | 17.31           |

Total must agree with credit card statement

Cardholder Signature Deborah Ortiz Date 10/06/2025  
Finance Director's Signature Becky Wilkins Date 10-15-25  
City Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

ENTERED  
BB-10.15.25

Payee: Citi Bank Master Card

**ORIGINAL RECEIPTS MUST BE ATTACHED TO THIS FORM. PLEASE TAPE RECEIPTS TO 8.5 X 11 SHEET OF PAPER.  
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| Date                  | Vendor Name    | Description/Purpose of Charge | Employee<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|----------------|-------------------------------|------------------------------------|--------------------------|---------------------|------------------|------------------------|-----------------|
| 9/26/2025             | HP Instant Ink | Ink membership                | Josh                               | 10-10-50421              | Supplies            | 13.52            | -                      | 13.52           |
|                       |                |                               |                                    |                          |                     | -                |                        | -               |
|                       |                |                               |                                    |                          |                     | -                |                        | -               |
|                       |                |                               |                                    |                          |                     | -                |                        | -               |
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|                       |                |                               |                                    |                          |                     |                  |                        | -               |
|                       |                |                               |                                    |                          |                     |                  |                        | -               |
|                       |                |                               |                                    |                          |                     |                  |                        | -               |
| Total Monthly Charges |                |                               |                                    |                          |                     | 13.52            | -                      | 13.52           |

**Total must agree  
with credit card  
statement**

Cardholder Signature Unavailable Date \_\_\_\_\_

Finance Director Signature Becky Wilkins Date 10-7-25

Dept Head Signature \_\_\_\_\_ Date \_\_\_\_\_

City Administrator Signature Unavailable Date \_\_\_\_\_



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

Cardholder Name: Richard Allen (Brad Hargrove)

Payee: Citi Bank Master Card

**ENTERED**  
**BB-10.15.25**

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<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description  | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|------------------------------------|-------------------------------------------------|------------------------------------|--------------------------|----------------------|------------------|------------------------|-----------------|
| 9/6/2025              | Ben Franklin Plumbing              | Drain Back-up Repair                            | Brancato                           | 10-70-50442              | Building Maintenance | 800.00           | 64.00                  | 864.00          |
| 9/12/2025             | Ben Franklin Plumbing              | Drain Back-up Repair                            | Brancato                           | 10-70-50442              | Building Maintenance | 364.00           | 29.12                  | 393.12          |
| 9/16/2025             | Positive Promotions                | Shipping for Venus Night Out Material           | Hargrove                           | 10-70-50475              | Community Outreach   | 52.00            |                        | 52.00           |
| 9/16/2025             | Positive Promotions                | Venus Night Out Material                        | Hargrove                           | 10-70-50475              | Community Outreach   | 412.95           |                        | 412.95          |
| 9/23/2025             | Texas Commision on Fire Protection | Exam Fees For Inspector Spurlock and Brancato   | Hargrove                           | 10-70-50416              | Employee Training    | 225.21           |                        | 225.21          |
| 9/23/2025             | Texas Commision on Fire Protection | Certification Fee For Marrs Ropes Ops           | Hargrove                           | 10-70-50416              | Employee Training    | 87.17            |                        | 87.17           |
| 9/26/2025             | Texas Commision on Fire Protection | Exam Fees For Sonne for Incident Safety Officer | Hargrove                           | 10-70-50416              | Employee Training    | 56.49            |                        | 56.49           |
| 9/26/2025             | Texas Commision on Fire Protection | Exam fee for Lomax Ropes Ops                    | Hargrove                           | 10-70-50416              | Employee Training    | 56.49            |                        | 56.49           |
| 9/26/2025             | Texas Commision on Fire Protection | Exam fee for Lomax Ropes Technician             | Hargrove                           | 10-70-50416              | Employee Training    | 56.49            |                        | 56.49           |
| 9/27/2025             | Brookshire Brothers                | Extra Hotdogs for Venus Night Out               | Hargrove                           | 10-50-50495              | Venus Night Out      | 83.68            |                        | 83.68           |
| 10/2/2025             | Texas Commision on Fire Protection | Certification Fee For Marrs Rope Technician     | Hargrove                           | 10-70-50416              | Employee Training    | 87.17            |                        | 87.17           |
| 10/2/2025             | WL Construction Supply             | K-12 Blade                                      | Hargrove                           | 10-70-50433              | Small Equipment      | 389.99           |                        | 389.99          |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
|                       |                                    |                                                 |                                    |                          |                      |                  |                        | -               |
| Total Monthly Charges |                                    |                                                 |                                    |                          |                      | #####            | 93.12                  | 2,764.76        |

Cardholder Signature

Department Head Signature

Finance Director's Signature

City Administrator Signature

Date: 9/30/2025

Date: 9/30/2025

Date: 10-15-25

Date: \_\_\_\_\_

Total must  
agree with  
credit card  
statement

ENTERED  
BB-10.15.25

|        |                       |
|--------|-----------------------|
| Payee: | Citi Bank Master Card |
|--------|-----------------------|

| Date                  | Vendor Name | Description/Purpose of Charge | Employee<br>Initiating<br>Purchase | GL Code #<br>5-XXXX-XXXX | GL Acct Description | Charge<br>Amount | Sales<br>Taxes<br>Paid | Total<br>Charge |
|-----------------------|-------------|-------------------------------|------------------------------------|--------------------------|---------------------|------------------|------------------------|-----------------|
| 9/29/2025             | TML         | GFOAT Fall 2025 Conference    | Becky                              | 10-10-50416              | Training            | 550.00           | -                      | 550.00          |
|                       |             |                               |                                    |                          |                     | -                |                        | -               |
|                       |             |                               |                                    |                          |                     | -                |                        | -               |
|                       |             |                               |                                    |                          |                     | -                |                        | -               |
|                       |             |                               |                                    |                          |                     | -                |                        | -               |
|                       |             |                               |                                    |                          |                     |                  |                        | -               |
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|                       |             |                               |                                    |                          |                     |                  |                        | -               |
|                       |             |                               |                                    |                          |                     |                  |                        | -               |
|                       |             |                               |                                    |                          |                     |                  |                        | -               |
| Total Monthly Charges |             |                               |                                    |                          |                     | 550.00           | -                      | 550.00          |

Total must agree  
with credit card  
statement

Dept Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Cardholder Name: Johnny Coker

Payee: Citi Bank Master Card

**ENTERED**  
**BB-10.15.25**

**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 |
|-----------------------|------------------------|-----------------------------------|------------------------------|-----------------------|-----------------------|---------------|------------------|--------------|
| 9/17/2025             | TCEQ                   | Water operator license            | J.Smith                      | 60-65-50416           | Employee Training     | 113.75        |                  | 113.75       |
| 9/17/2025             | TCEQ                   | Wastewater operator license       | J.Smith                      | 60-85-50416           | Employee Training     | 113.75        |                  | 113.75       |
| 9/17/2025             | TCEQ                   | Water operator license            | J.Smith                      | 60-65-50416           | Employee Training     | 113.75        |                  | 113.75       |
| 9/17/2025             | TCEQ                   | Wastewater operator license       | J.Smith                      | 60-85-50416           | Employee Training     | 113.75        |                  | 113.75       |
| 9/18/2025             | Northern Tool          | Trailer & Bolt                    | J.Coker                      | 60-85-50433           | Small Equipment       | 929.98        |                  | 929.98       |
| 9/23/2025             | Dry Clean Super Center | Council Tablecloth                | M.Moore                      | 10-05-50493           | Council Miscellaneous | 213.00        | 14.91            | 227.91       |
| 9/24/2025             | Academy                | Boots & Jackets                   | J.Smith                      | 60-65-50420           | Uniforms              | 269.96        |                  | 269.96       |
|                       |                        |                                   |                              | 60-85-50420           |                       |               |                  |              |
| 9/30/2025             | Texas Water Trainers   | Surface Water & Groundwater class | J.Smith                      | 60-65-50416           | Employee Training     | 598.00        |                  | 598.00       |
| 10/1/2025             | TEEX                   | Water Laboratory                  | J.Smith                      | 60-65--50416          | Employee Training     | 505.00        |                  | 505.00       |
| 10/1/2025             | TEEX                   | Water Utilities Calculations      | J.Smith                      | 60-65-50416           | Employee Training     | 520.00        |                  | 520.00       |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
|                       |                        |                                   |                              |                       |                       |               |                  |              |
| Total Monthly Charges |                        |                                   |                              |                       |                       | 3,490.94      | 14.91            | 3,505.85     |

Cardholder Signature unavailable Date \_\_\_\_\_

Finance Director Signature Becky Wilkins Date 10-15-25

City Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Dept Head Signature [Signature] Date 10/13/25

Total must agree  
with credit card  
statement

## Page 27 of 178



Account Inquiries:  
Toll Free: 1-(800)-248-4553  
International: 1-(904)-954-7314  
TDD/TTY: 1-(877)-505-7276

Account Number: XXXX-XXXX-XXXX-1613  
Invoice # 3651089173

Summary of Account Activity

|                           |             |
|---------------------------|-------------|
| Previous Balance          | \$9,708.89  |
| Payments                  | \$9,708.89  |
| Credits                   | \$0.00      |
| Purchases & Other Charges | \$15,396.64 |
| Cash Transactions         | \$0.00      |
| Cash Transaction Fees     | \$0.00      |
| Interest Charges          | \$0.00      |

|                              |           |
|------------------------------|-----------|
| Credit Limit                 | \$250,000 |
| Available Credit Limit       | \$234,603 |
| Cash Advance Limit           | \$0       |
| Available Cash Advance Limit | \$0       |

Payment Information

|                          |             |
|--------------------------|-------------|
| New Balance              | \$15,396.64 |
| Past Due Amount          | \$0.00      |
| Disputed Amount          | \$0.00      |
| Amount Over Credit Limit | \$0.00      |
| Minimum Payment Due      | \$15,396.64 |
| Payment Due Date         | 10/28/2025  |
| Statement Closing Date   | 10/03/2025  |
| Days in Billing Period   | 30          |

Send Notice of Billing Errors and Customer Service Inquiries to:  
CITIBANK, N.A., PO BOX 6125, SIOUX FALLS SD 57117-6125

Company Transactions

|                              |            |      |                         |                      |                     |  |  |                             |             |
|------------------------------|------------|------|-------------------------|----------------------|---------------------|--|--|-----------------------------|-------------|
| Account: XXXX-XXXX-XXXX-1613 |            |      |                         | M0066 CITY OF VENUS  |                     |  |  | Total Activity: -\$9,708.89 |             |
| Post Date                    | Trans Date | MCC  | Reference Number        | Description/Location |                     |  |  | Amount                      |             |
| 09/24                        | 09/23      | 0000 | 75563975267266202930334 | 1                    | PAYMENT - THANK YOU |  |  |                             | 9,708.89 PY |

Cardholder Transactions

| Account: XXXX-XXXX-XXXX-8014 |            |      |                         | CALLIE GREEN    |                                 |  |  | Total Activity: \$155.68 |       |     |        |
|------------------------------|------------|------|-------------------------|-----------------|---------------------------------|--|--|--------------------------|-------|-----|--------|
| Credit Limit: \$5,000        |            |      |                         | Cash Limit: \$0 |                                 |  |  |                          |       |     |        |
| Post Date                    | Trans Date | MCC  | Reference Number        |                 | Description/Location            |  |  |                          |       |     | Amount |
| 09/10                        | 09/08      | 5812 | 25247805252001580065931 | 1               | CHARLEYS PHILLY STEAKS VENUS TX |  |  |                          | 76084 | USA | 55.68  |
| 09/17                        | 09/15      | 9399 | 55506295259481552314840 | 2               | YELLOW ROSE TMCA OVILLA TX      |  |  |                          | 75154 | USA | 50.00  |
|                              |            |      |                         |                 | 20923184                        |  |  |                          |       |     |        |
| 09/17                        | 09/15      | 9399 | 55506295259481552314865 | 3               | YELLOW ROSE TMCA OVILLA TX      |  |  |                          | 75154 | USA | 50.00  |
|                              |            |      |                         |                 | 20923547                        |  |  |                          |       |     |        |

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION Page 1 of 4  
Please detach and return lower portion with your payment to ensure proper credit. Retain upper portion for your records.

CITIBANK, N.A.  
PO BOX 6125  
SIOUX FALLS SD 57117-6125

CITIBANK, N.A.  
PO BOX 70229  
PHILADELPHIA PA 19176-0229

Account Number XXXX-XXXX-XXXX-1613  
Payment Due Date October 28, 2025  
New Balance \$15,396.64  
Past Due Amount\* \$0.00  
Minimum Payment Due \$15,396.64

Mail  
Checks  
To

Amount Enclosed

\$

\*Past Due Amount is included in the Minimum Payment Due.

M0066 CITY OF VENUS  
APRIL STOLL  
PO BOX 380  
VENUS TX 76084-0380

## Information About Your Citi® Corporate Card Account

- **Report a Lost or Stolen Card Immediately:** Our telephone lines are open every day, 24 hours a day. Call the Customer Service telephone number specified on the front of the statement to report a lost or stolen Citi Corporate Card.
- **Cardholder Credit Line:** Each Cardholder has an individual Credit Line (a portion of which may be used for Cash Advances), which is the maximum amount that the Cardholder can charge at any time. The size of each Cardholder's Credit Line (and Cash Limit, if any), is determined by the Company and is a portion of the total Company Credit Line.
- **To Increase or Reallocate a Company or Cardholder Credit Line:** The Company may request changes to credit lines by contacting Citi Corporate Card Customer Services. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement.
- **Additional Cardholders:** The Company may request applications for additional Cardholders by contacting Citi Corporate Card Service. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement. Limit one Citi Corporate Card per Cardholder.
- **CitiManager® Online Tool:** You can easily manage your Citi Corporate Card online using the CitiManager online tool. CitiManager enables you to manage business expenses from anywhere around the globe from your computer or mobile device; you can view statements online as well as confirm account balances. To register for CitiManager, please log on to [www.citimanager.com/login](http://www.citimanager.com/login) and click on the 'Self registration for Cardholders' link. From there, follow the prompts to establish your account.
- **Payments:** You may make a payment to your individually billed card account online using CitiManager. Please note that some organizations do not have the CitiManager online payment feature enabled for cardholders. If paying by mail, please allow sufficient mailing time. Please write your account number on the front of the check. For centrally billed accounts, please be sure to send on Company check as payment for all Cardholder balances. If we receive your mailed payment in proper form at our processing facility by 5:00 p.m. Eastern Time, it will be credited as of that day. Payments can also be made by electronic fund transfer, wire transfer, ACH transfer, direct debit, and other methods. Call the number on the front of this statement for details.
- **Company Ratification:** By its payment of any amounts charged to the Account, the Company: (i) ratifies the original Application for the Account and the authority of all persons at the time of their signing such Application; and (ii) authorizes the continued use of the Account under the terms of The Corporate Card Agreement by all Cardholders to whom Cards are issued.
- **Special Information on Cash Advances:** Cardholders may get a Cash Advance at over 160,000 locations worldwide.
  - The Cardholder's Cash Advance Limit is a part of the Cardholder's Total Credit Line. It is not an additional line of credit.
  - For Cash Advances from ATMs, a separate Personal Identification Number (PIN) is required for security purposes.

## Account Inquiries

- **In Case of Errors or Questions About Your Bill:** You are responsible for initiating the dispute resolution process if your Account Statement lists charges that you believe are unauthorized, incorrect, for merchandise that has not been received, or for returned merchandise. You should also initiate the process if your Account Statement incorrectly lists a credit as a charge or if a credit, for which you have been issued a credit slip, is not shown. To begin the dispute resolution process, visit [citimanager.com/login](http://citimanager.com/login).
- You may also dispute a transaction by writing to Citi. You may write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared. In the letter please give us the following information:
  - Your name and account number. For centrally billed Company Accounts, the Company name and Individual account number.
  - The dollar amount of the suspected error.
  - Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
  - Merchant Disputes. If the Company or Cardholder was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the Citi Corporate Card, we may be able to help if we are notified in writing within 60 days of the date of the charge. You will be responsible if we are not able to resolve the dispute or if the Bank finds you responsible for the disputed charge.
- In the letter to us, please explain in detail the dispute and the results of the attempt to resolve it with the merchant. The letter must include the amount involved, and must be signed by the individual Cardholder. We will notify you of the results of our efforts.
- If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by then, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip please include a letter (signed by the individual Cardholder) stating that credit was not received. If a credit slip was not issued, please request one from the merchant. If the merchant refuses, please write to us and explain the details.
- On non-disputed matters or any matter shown by the Bank not to be in error, the Bank may charge the Company or Cardholder the fee specified in the Corporate Card Agreement for each copy of any document the Company or Cardholder requests, such as duplicate periodic statements, transaction slips, and the like.
- Please save your charge receipts.

Account: XXXX-XXXX-XXXX-1613

Cardholder Transactions (con't)

Account: XXXX-XXXX-XXXX-1488      MACHELLE MCANALLY      Total Activity: \$3,686.10

Credit Limit: \$10,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location                 | Amount             |
|-----------|------------|------|-------------------------|--------------------------------------|--------------------|
| 09/08     | 09/05      | 5999 | 82711165249500014457005 | 1 SP HARD HEAD VETERAN HUDSON CO     | 80642 USA 1,076.00 |
| 09/15     | 09/12      | 9399 | 55500375255477109247418 | 2 ATTORNEY GENERAL OF TE AUSTIN TX   | 78701 USA 7.50     |
|           |            |      |                         | PO 255356564218                      |                    |
| 09/17     | 09/16      | 2741 | 05436845259300242391855 | 3 PY *RALLY SPORTSWEAR MIDLOTHIAN TX | 76065 USA 2,077.60 |
| 09/24     | 09/23      | 8999 | 55432865266206401385679 | 4 SQ *YOUR DJ - GUS GARZ gosq.com TX | 75116 USA 525.00   |
|           |            |      |                         | 00011529215160310                    |                    |

Account: XXXX-XXXX-XXXX-0833      MELISSA TRAMMELL      Total Activity: \$781.00

Credit Limit: \$7,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location                | Amount           |
|-----------|------------|------|-------------------------|-------------------------------------|------------------|
| 09/10     | 09/10      | 8398 | 12302025253000049372064 | 1 AFP*Texas Court Clerks Woodway TX | 76712 USA 350.00 |
|           |            |      |                         | EovN0KX2Q6OQkMFEUv09-Q              |                  |
| 09/18     | 09/17      | 8299 | 82305095261500013949717 | 2 TMCEC AUSTIN TX                   | 78756 USA 431.00 |

Account: XXXX-XXXX-XXXX-1798      OSCAR ORTIZ      Total Activity: \$17.31

Credit Limit: \$3,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location | Amount          |
|-----------|------------|------|-------------------------|----------------------|-----------------|
| 09/18     | 09/17      | 4816 | 12302025260000004895092 | 1 Adobe San Jose CA  | 95110 USA 17.31 |
|           |            |      |                         | NA                   |                 |

Account: XXXX-XXXX-XXXX-7048      JOSHUA JONES      Total Activity: \$13.52

Credit Limit: \$20,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location              | Amount          |
|-----------|------------|------|-------------------------|-----------------------------------|-----------------|
| 09/29     | 09/26      | 5111 | 55432865269207493831759 | 1 HP *INSTANT INK 855-785-2777 CA | 94304 USA 13.52 |
|           |            |      |                         | 3915284320138820                  |                 |

Account: XXXX-XXXX-XXXX-1298      JAMES GROOM      Total Activity: \$1,396.15

Credit Limit: \$20,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location                   | Amount           |
|-----------|------------|------|-------------------------|----------------------------------------|------------------|
| 09/12     | 09/11      | 5039 | 52653845254714444787210 | 1 TRAFFICSAFETYSTORE.COM 6107010844 PA | 19380 USA 999.42 |
|           |            |      |                         | SO1032925                              |                  |
| 09/17     | 09/16      | 4816 | 75418235259238714692468 | 2 DNH*GODADDY#389325563 TEMPE AZ       | 85281 USA 44.38  |
|           |            |      |                         | 3893255630                             |                  |
| 09/19     | 09/18      | 2741 | 57540245261712530133844 | 3 VISTAPRINT 8662074955 MA             | USA 352.35       |
|           |            |      |                         | VP_G73V83N9                            |                  |

Account: XXXX-XXXX-XXXX-2945      RICHARD ALLEN      Total Activity: \$2,764.76

Credit Limit: \$5,000      Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number        | Description/Location                  | Amount           |
|-----------|------------|------|-------------------------|---------------------------------------|------------------|
| 09/08     | 09/06      | 1711 | 85454915249900012417179 | 1 BENJAMIN FRANKLIN PLUM MANSFIELD TX | 76063 USA 864.00 |
|           |            |      |                         | 11117062526                           |                  |
| 09/15     | 09/12      | 1711 | 85454915255900013620830 | 2 BENJAMIN FRANKLIN PLUM MANSFIELD TX | 76063 USA 393.12 |
|           |            |      |                         | 11136791720                           |                  |
| 09/17     | 09/16      | 5099 | 85345335259900016904892 | 3 Positive Promotions HAUPPAUGE NY    | 11788 USA 412.95 |
|           |            |      |                         | 31787785                              |                  |
| 09/17     | 09/16      | 5099 | 85345335259900016823258 | 4 Positive Promotions HAUPPAUGE NY    | 11788 USA 52.00  |
|           |            |      |                         | PP31787785                            |                  |
| 09/24     | 09/23      | 9399 | 55500375266490011009021 | 5 TEXAS COMM FIRE PROT AUSTIN TX      | 78768 USA 225.21 |
|           |            |      |                         | 5.21                                  |                  |
| 09/24     | 09/23      | 9399 | 55500375266490011009070 | 6 TEXAS COMM FIRE PROT AUSTIN TX      | 78768 USA 87.17  |
|           |            |      |                         | 2.17                                  |                  |
| 09/29     | 09/26      | 9399 | 55500375269493608199400 | 7 TEXAS COMM FIRE PROT AUSTIN TX      | 78768 USA 56.49  |
|           |            |      |                         | 1.49                                  |                  |
| 09/29     | 09/26      | 9399 | 55500375269493608199434 | 8 TEXAS COMM FIRE PROT AUSTIN TX      | 78768 USA 56.49  |
|           |            |      |                         | 1.49                                  |                  |
| 09/29     | 09/26      | 9399 | 55500375269493608199483 | 9 TEXAS COMM FIRE PROT AUSTIN TX      | 78768 USA 56.49  |
|           |            |      |                         | 1.49                                  |                  |
| 09/29     | 09/27      | 5411 | 05140485271710001172351 | 10 BROOKSHIRE BROTHERS VENUS TX       | 76084 USA 83.68  |

Account: XXXX-XXXX-XXXX-1613

Cardholder Transactions (con't)

| Post Date | Trans Date | MCC  | Reference Number           | Description/Location                                  | Amount           |
|-----------|------------|------|----------------------------|-------------------------------------------------------|------------------|
| 10/02     | 10/01      | 5039 | 55432865274209261835189 11 | IN *W L CONSTRUCTION S 424-6446640 CA<br>MX0022720446 | 92562 USA 389.99 |
| 10/03     | 10/02      | 9399 | 55500375275500712020652 12 | TEXAS COMM FIRE PROT AUSTIN TX<br>2.17                | 78768 USA 87.17  |

Account: XXXX-XXXX-XXXX-0525 MELISSA WESTEN Total Activity: \$2,526.27

Credit Limit: \$5,000 Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number          | Description/Location                              | Amount           |
|-----------|------------|------|---------------------------|---------------------------------------------------|------------------|
| 09/11     | 09/10      | 4814 | 55432865253201972881177 1 | GoToCom*GoToConnect goto.com MA<br>USA            | 917.67           |
| 09/11     | 09/10      | 5331 | 05436845254000396361887 2 | DOLLARTREE VENUS TX<br>76084 USA                  | 75.50            |
| 09/18     | 09/17      | 5818 | 12302025260000807015039 3 | Adobe San Jose CA<br>NA                           | 95110 USA 435.85 |
| 09/22     | 09/20      | 5734 | 85140515263900015352711 4 | uattend.com CARLSBAD CA<br>92010 USA              | 185.00           |
| 09/25     | 09/24      | 9399 | 55488725268083946619301 5 | TX.GOV*SERVICEFEE-DIR 8774529060 TX<br>1228904434 | 78701 USA 2.00   |
| 09/26     | 09/24      | 9399 | 55488725268084002114450 6 | JOHNSON VEHREG 8175580122 TX<br>1228904424        | 76033 USA 10.25  |
| 10/03     | 10/02      | 7372 | 12302025275000811194211 7 | WP*Project U Burleson Burleson TX<br>76028 USA    | 900.00           |

Account: XXXX-XXXX-XXXX-1512 BECKY WILKINS Total Activity: \$550.00

Credit Limit: \$10,000 Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number          | Description/Location                                 | Amount           |
|-----------|------------|------|---------------------------|------------------------------------------------------|------------------|
| 09/30     | 09/30      | 8299 | 55432865273208591138158 1 | TEXAS MUNICIPAL LEAGUE 512-231-7400 TX<br>AW1P0DFCFE | 78754 USA 550.00 |

Account: XXXX-XXXX-XXXX-5525 JOHNNY COKER Total Activity: \$3,505.85

Credit Limit: \$5,000 Cash Limit: \$0

| Post Date | Trans Date | MCC  | Reference Number           | Description/Location                              | Amount           |
|-----------|------------|------|----------------------------|---------------------------------------------------|------------------|
| 09/18     | 09/17      | 9399 | 55500375260482942128059 1  | TCEQ EPAYMENT AUSTIN TX<br>PO 760085630420        | 78753 USA 113.75 |
| 09/18     | 09/17      | 9399 | 55500375260482942128067 2  | TCEQ EPAYMENT AUSTIN TX<br>PO 260965631171        | 78753 USA 113.75 |
| 09/18     | 09/17      | 9399 | 55500375260482942128091 3  | TCEQ EPAYMENT AUSTIN TX<br>PO 760108632707        | 78753 USA 113.75 |
| 09/18     | 09/17      | 9399 | 55500375260482942128208 4  | TCEQ EPAYMENT AUSTIN TX<br>PO 760192634282        | 78753 USA 113.75 |
| 09/19     | 09/18      | 5251 | 12302025261001511622077 5  | NTE 5658 Burleson TX<br>76140 USA                 | 929.98           |
| 09/24     | 09/23      | 7216 | 25247805266004353031043 6  | DRY CLEAN SUPER CENTER MIDLOTHIAN TX<br>76065 USA | 227.91           |
| 09/25     | 09/24      | 5941 | 55480775268150994281434 7  | ACADEMY SPORTS #294 MANSFIELD TX<br>76063 USA     | 269.96           |
| 10/01     | 09/30      | 8299 | 55432865273208780991383 8  | SQ *CHRIS ALLEN gosq.com TX<br>00023058430230054  | 76002 USA 598.00 |
| 10/01     | 10/01      | 8220 | 55432865274208907588020 9  | TEEX ECOMMERCE 979-458-6898 TX<br>711485          | 77845 USA 505.00 |
| 10/01     | 10/01      | 8220 | 55432865274208907588038 10 | TEEX ECOMMERCE 979-458-6898 TX<br>711489          | 77845 USA 520.00 |

| FINANCE CHARGE SUMMARY |                         |                |                                    | Your Annual Percentage Rate (APR) is the annual interest rate on your account. |
|------------------------|-------------------------|----------------|------------------------------------|--------------------------------------------------------------------------------|
| Type of Balance        | Annual Percentage Rates | Periodic Rate* | Balance Subject to Finance Charges |                                                                                |
| PURCHASE AND FEES      | 9.50%                   | 0.7917% (M)    | \$0.00                             |                                                                                |
| CASH                   | 9.50%                   | 0.7917% (M)    | \$0.00                             |                                                                                |

\* (D) Daily Rate  
(M) Monthly Rate

City of Venus  
Council Report  
Check Date: 9/1/2025 to 9/30/2025

10/15/2025  
3:25:50 PM

| Vendor Name                    | Check Date | Description                          | Fund               | Department                    | Amount            |
|--------------------------------|------------|--------------------------------------|--------------------|-------------------------------|-------------------|
| <b>Aflac</b>                   |            |                                      |                    |                               |                   |
|                                | 9/12/2025  | Aflac Acc 7/29/2025                  | General Fund       | Non-Departmental              | \$523.44          |
|                                | 9/12/2025  | Aflac Acc 7/29/2025                  | Water & Sewer Fund | Non-Departmental              | \$64.84           |
|                                | 9/12/2025  | Aflac Acc Adjustment                 | General Fund       | Non-Departmental              | \$18.72           |
|                                | 9/12/2025  | Aflac Acc 8/12/2025                  | General Fund       | Non-Departmental              | \$523.44          |
|                                | 9/12/2025  | Aflac Acc 8/12/2025                  | Water & Sewer Fund | Non-Departmental              | \$64.84           |
|                                | 9/12/2025  | Aflac Hosp 7/29/2025                 | General Fund       | Non-Departmental              | \$269.70          |
|                                | 9/12/2025  | Aflac Hosp 7/29/2025                 | Water & Sewer Fund | Non-Departmental              | \$28.73           |
|                                | 9/12/2025  | Aflac Hosp 8/12/2025                 | General Fund       | Non-Departmental              | \$269.70          |
|                                | 9/12/2025  | Aflac Hosp 8/12/2025                 | Water & Sewer Fund | Non-Departmental              | \$28.73           |
|                                | 9/12/2025  | Aflac Cancer 7/29/2025               | General Fund       | Non-Departmental              | \$209.51          |
|                                | 9/12/2025  | Aflac Cancer 7/29/2025               | Water & Sewer Fund | Non-Departmental              | \$58.78           |
|                                | 9/12/2025  | Aflac Cancer 8/12/2025               | General Fund       | Non-Departmental              | \$209.51          |
|                                | 9/12/2025  | Aflac Cancer 8/12/2025               | Water & Sewer Fund | Non-Departmental              | \$58.78           |
|                                | 9/12/2025  | Aflac Lump S 7/29/2025               | General Fund       | Non-Departmental              | \$89.85           |
|                                | 9/12/2025  | Aflac Lump S 7/29/2025               | Water & Sewer Fund | Non-Departmental              | \$16.45           |
|                                | 9/12/2025  | Aflac Lump S 8/12/2025               | General Fund       | Non-Departmental              | \$89.85           |
|                                | 9/12/2025  | Aflac Lump S 8/12/2025               | Water & Sewer Fund | Non-Departmental              | \$16.45           |
|                                | 9/12/2025  | Aflac JJ Acc-ER<br>7/29/2025         | General Fund       | Non-Departmental              | \$8.97            |
|                                | 9/12/2025  | Aflac JJ Acc-ER<br>7/29/2025         | Water & Sewer Fund | Non-Departmental              | \$8.97            |
|                                | 9/12/2025  | Aflac JJ Acc-ER<br>8/12/2025         | General Fund       | Non-Departmental              | \$8.97            |
|                                | 9/12/2025  | Aflac JJ Acc-ER<br>8/12/2025         | Water & Sewer Fund | Non-Departmental              | \$8.97            |
|                                | 9/12/2025  | Aflac JJ-ER 7/29/2025                | General Fund       | Non-Departmental              | \$8.16            |
|                                | 9/12/2025  | Aflac JJ-ER 7/29/2025                | Water & Sewer Fund | Non-Departmental              | \$8.16            |
|                                | 9/12/2025  | Aflac JJ-ER 8/12/2025                | General Fund       | Non-Departmental              | \$8.16            |
|                                | 9/12/2025  | Aflac JJ-ER 8/12/2025                | Water & Sewer Fund | Non-Departmental              | \$8.16            |
| <b>Total</b>                   |            |                                      |                    |                               | <b>\$2,609.84</b> |
| <b>Alexis Clair</b>            |            |                                      |                    |                               |                   |
|                                | 9/3/2025   | Refunds - 999                        | Water & Sewer Fund | Non-Departmental              | \$104.86          |
| <b>Total</b>                   |            |                                      |                    |                               | <b>\$104.86</b>   |
| <b>Amazon Capital Services</b> |            |                                      |                    |                               |                   |
|                                | 9/5/2025   | Conference Table                     | General Fund       | Police Department             | \$304.69          |
|                                | 9/5/2025   | The Let Them Theory (9)              | General Fund       | City-Wide (Non-<br>Department | \$141.12          |
|                                | 9/5/2025   | Trophy                               | General Fund       | City Admin Office             | \$109.99          |
|                                | 9/5/2025   | Tide Pods & Folgers<br>Ground Coffee | General Fund       | Fire Department               | \$93.58           |

City of Venus  
Council Report  
Check Date: 9/1/2025 to 9/30/2025

10/15/2025  
3:25:50 PM

| Vendor Name                    | Check Date | Description                                                       | Fund               | Department                 | Amount   |
|--------------------------------|------------|-------------------------------------------------------------------|--------------------|----------------------------|----------|
| <b>Amazon Capital Services</b> |            |                                                                   |                    |                            |          |
|                                | 9/5/2025   | USB Charge Block/iPhone 16 Charger/Battery for Ring Doorbell      | Water & Sewer Fund | Water Department           | \$30.61  |
|                                | 9/5/2025   | USB Charge Block/iPhone 16 Charger/Battery for Ring Doorbell      | Water & Sewer Fund | Sewer Department           | \$30.61  |
|                                | 9/5/2025   | Toilet Plunger                                                    | Water & Sewer Fund | Sewer Department           | \$18.83  |
|                                | 9/5/2025   | Walking Measure Wheel                                             | Water & Sewer Fund | Sewer Department           | \$38.99  |
|                                | 9/5/2025   | Binding Presentation Covers & Copy Printer Paper                  | General Fund       | City-Wide (Non-Department) | \$45.92  |
|                                | 9/5/2025   | Pure Life Water Bottles 4 Cases                                   | General Fund       | Fire Department            | \$39.99  |
|                                | 9/5/2025   | iPhone 16e Case                                                   | General Fund       | Permits & Inspections      | \$13.29  |
|                                | 9/12/2025  | Paper Plates/Air Freshener/Coffee Pods/Vent Cover/Microwave Mat   | General Fund       | City-Wide (Non-Department) | \$225.12 |
|                                | 9/12/2025  | Calculator                                                        | General Fund       | City Admin Office          | \$99.97  |
|                                | 9/12/2025  | Folding Chairs & Folding Table                                    | General Fund       | Police Department          | \$188.06 |
|                                | 9/12/2025  | Toilet Paper & Hand Towels                                        | General Fund       | Fire Department            | \$83.90  |
|                                | 9/12/2025  | Green Poop Bags for Dogs (2)                                      | General Fund       | Parks & Recreation         | \$47.98  |
|                                | 9/12/2025  | 3 Ring Binders 6 Pack                                             | General Fund       | Court                      | \$28.99  |
|                                | 9/12/2025  | Safety Vests 5 Pack                                               | General Fund       | Police Department          | \$12.34  |
|                                | 9/12/2025  | Police Badge Stickers                                             | General Fund       | Police Department          | \$8.81   |
|                                | 9/19/2025  | Welding Gloves/Welding Helmet/Apron/Welding Lead Package          | Water & Sewer Fund | Sewer Department           | \$917.35 |
|                                | 9/19/2025  | Laminating Paper/Air Duster/Fastener Folders/Organizer/Paper/ Etc | General Fund       | Police Department          | \$264.93 |
|                                | 9/19/2025  | HP Printer Ink                                                    | General Fund       | Court                      | \$104.75 |
|                                | 9/19/2025  | Rolling Cooler                                                    | General Fund       | Police Department          | \$89.99  |
|                                | 9/19/2025  | Stencils/Fabric Paint/Painting Brushes                            | General Fund       | Police Department          | \$40.04  |
|                                | 9/19/2025  | Baseball Anchor Plugs                                             | General Fund       | Parks & Recreation         | \$28.99  |
|                                | 9/19/2025  | Clear Packing Tape                                                | General Fund       | Police Department          | \$27.99  |
|                                | 9/19/2025  | Door Name Plate                                                   | General Fund       | City Admin Office          | \$9.99   |
|                                | 9/19/2025  | Samsung Galaxy S25 Case                                           | General Fund       | Parks & Recreation         | \$8.98   |

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| Vendor Name                               | Check Date | Description                                    | Fund               | Department                | Amount            |
|-------------------------------------------|------------|------------------------------------------------|--------------------|---------------------------|-------------------|
| <b>Amazon Capital Services</b>            |            |                                                |                    |                           |                   |
|                                           | 9/26/2025  | Triple Monitor Docking Station                 | Water & Sewer Fund | Sewer Department          | \$187.10          |
|                                           | 9/26/2025  | Plastic File Organizers (2)                    | General Fund       | City Admin Office         | \$79.80           |
|                                           | 9/26/2025  | Gel Roller Pens                                | General Fund       | City Admin Office         | \$18.84           |
| <b>Total</b>                              |            |                                                |                    |                           | <b>\$3,341.54</b> |
| <b>Amber Jutila</b>                       |            |                                                |                    |                           |                   |
|                                           | 9/3/2025   | Refunds - 999                                  | Water & Sewer Fund | Non-Departmental          | \$99.22           |
| <b>Total</b>                              |            |                                                |                    |                           | <b>\$99.22</b>    |
| <b>Ameriflex</b>                          |            |                                                |                    |                           |                   |
|                                           | 9/11/2025  | HRA Admin Fees 54 at \$5.15                    | General Fund       | City Admin Office         | \$278.10          |
| <b>Total</b>                              |            |                                                |                    |                           | <b>\$278.10</b>   |
| <b>Anna Esquivel</b>                      |            |                                                |                    |                           |                   |
|                                           | 9/3/2025   | Refunds - 999                                  | Water & Sewer Fund | Non-Departmental          | \$14.59           |
| <b>Total</b>                              |            |                                                |                    |                           | <b>\$14.59</b>    |
| <b>Armstrong Forensic Laboratory, Inc</b> |            |                                                |                    |                           |                   |
|                                           | 9/24/2025  | Drug Screen for Identification & Concentration | General Fund       | Police Department         | \$200.00          |
| <b>Total</b>                              |            |                                                |                    |                           | <b>\$200.00</b>   |
| <b>AT&amp;T Mobility</b>                  |            |                                                |                    |                           |                   |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | City Council              | \$257.10          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | City Admin Office         | \$127.19          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | Permits & Inspections     | \$122.77          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | Planning & Development    | \$40.75           |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | Fire Department           | \$228.25          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | Streets                   | \$145.60          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | Parks & Recreation        | \$122.91          |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | General Fund       | City-Wide (Non-Department | \$50.77           |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | Water & Sewer Fund | Administration            | \$50.77           |
|                                           | 9/3/2025   | Cell Phones - 07.20.25-08.19.25                | Water & Sewer Fund | Water Department          | \$356.88          |

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| Vendor Name                 | Check Date | Description                                | Fund                    | Department                | Amount             |
|-----------------------------|------------|--------------------------------------------|-------------------------|---------------------------|--------------------|
| <b>AT&amp;T Mobility</b>    |            |                                            |                         |                           |                    |
|                             | 9/3/2025   | Cell Phones - 07.20.25-08.19.25            | Water & Sewer Fund      | Sewer Department          | \$165.59           |
|                             | 9/3/2025   | PD Cell Phones 07.20.25-08.19.25           | General Fund            | Police Department         | \$719.92           |
|                             | 9/3/2025   | Code Enforcement 07.20.25-08.19.25         | General Fund            | Code Enforce/Animal Contr | \$41.87            |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$2,430.37</b>  |
| <b>Atmos Energy Corp.</b>   |            |                                            |                         |                           |                    |
|                             | 9/11/2025  | 101 W. 3rd Gas Bill                        | General Fund            | Fire Department           | \$90.30            |
|                             | 9/11/2025  | 301 S. Main Street Gas Bill                | Water & Sewer Fund      | Water Department          | \$87.01            |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$177.31</b>    |
| <b>Auc Group, LLC</b>       |            |                                            |                         |                           |                    |
|                             | 9/3/2025   | October 2025 Lease Payment                 | Brahman Ranch WTPP      | Non-Administration        | \$14,750.00        |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$14,750.00</b> |
| <b>Axon Enterprise, Inc</b> |            |                                            |                         |                           |                    |
|                             | 9/10/2025  | Taser 7 Basic Bundle/Cartridges            | General Fund            | Police Department         | \$2,357.42         |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$2,357.42</b>  |
| <b>Bill J. Scott</b>        |            |                                            |                         |                           |                    |
|                             | 9/10/2025  | September 2025 Judge Duties                | General Fund            | Court                     | \$1,000.00         |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$1,000.00</b>  |
| <b>Biltmore Homes</b>       |            |                                            |                         |                           |                    |
|                             | 9/3/2025   | Refunds - 999                              | Water & Sewer Fund      | Non-Departmental          | \$51.29            |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$51.29</b>     |
| <b>Blades Group, LLC</b>    |            |                                            |                         |                           |                    |
|                             | 9/10/2025  | 1 Cubic Yard Rock Asphalt (3)              | Street Maintenance Fund | Public Works              | \$1,578.00         |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$1,578.00</b>  |
| <b>Blue to Gold, LLC</b>    |            |                                            |                         |                           |                    |
|                             | 9/24/2025  | Case Law for Command Staff and Supervisors | General Fund            | Police Department         | \$225.00           |
| <b>Total</b>                |            |                                            |                         |                           | <b>\$225.00</b>    |

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| Vendor Name                                         | Check Date | Description                                      | Fund               | Department                | Amount            |
|-----------------------------------------------------|------------|--------------------------------------------------|--------------------|---------------------------|-------------------|
| <b>Bnsf Railway Company</b>                         |            |                                                  |                    |                           |                   |
|                                                     | 9/17/2025  | Land Lease - Sewer at FM 157 - 10/08/25-10/07/26 | Water & Sewer Fund | Sewer Department          | \$2,975.13        |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$2,975.13</b> |
| <b>Brightland Homes Ltd</b>                         |            |                                                  |                    |                           |                   |
|                                                     | 9/3/2025   | Refunds - 999                                    | Water & Sewer Fund | Non-Departmental          | \$53.50           |
|                                                     | 9/3/2025   | Refunds - 999                                    | Water & Sewer Fund | Non-Departmental          | \$29.15           |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$82.65</b>    |
| <b>Britton Meter Supply, Inc.</b>                   |            |                                                  |                    |                           |                   |
|                                                     | 9/24/2025  | VRM30 MH R/C - Storm Drain                       | Water & Sewer Fund | Sewer Department          | \$697.84          |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$697.84</b>   |
| <b>Careflite</b>                                    |            |                                                  |                    |                           |                   |
|                                                     | 9/10/2025  | August 2025 Citizen Billing                      | Water & Sewer Fund | Non-Departmental          | \$317.00          |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$317.00</b>   |
| <b>Carlos Garcia</b>                                |            |                                                  |                    |                           |                   |
|                                                     | 9/3/2025   | Refunds - 999                                    | Water & Sewer Fund | Non-Departmental          | \$12.55           |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$12.55</b>    |
| <b>Carol Johnson</b>                                |            |                                                  |                    |                           |                   |
|                                                     | 9/3/2025   | Refunds - 999                                    | Water & Sewer Fund | Non-Departmental          | \$99.22           |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$99.22</b>    |
| <b>Central Appraisal District Of Johnson County</b> |            |                                                  |                    |                           |                   |
|                                                     | 9/17/2025  | Appraisal Svcs - 4th QTR 2025                    | General Fund       | City Admin Office         | \$9,699.51        |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$9,699.51</b> |
| <b>Ciara Braniff</b>                                |            |                                                  |                    |                           |                   |
|                                                     | 9/10/2025  | Refunds - 999                                    | Water & Sewer Fund | Non-Departmental          | \$238.03          |
| <b>Total</b>                                        |            |                                                  |                    |                           | <b>\$238.03</b>   |
| <b>Cintas</b>                                       |            |                                                  |                    |                           |                   |
|                                                     | 9/8/2025   | City Hall Floor Mats & Dust/Wet Mop              | General Fund       | City-Wide (Non-Department | \$114.02          |
|                                                     | 9/15/2025  | City Hall Floor Mats & Dust/Wet Mop              | General Fund       | City-Wide (Non-Department | \$114.02          |

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| Vendor Name     | Check Date | Description                                              | Fund               | Department                | Amount          |
|-----------------|------------|----------------------------------------------------------|--------------------|---------------------------|-----------------|
| <b>Cintas</b>   |            |                                                          |                    |                           |                 |
|                 | 9/22/2025  | City Hall Floor Mats & Dust/Wet Mop                      | General Fund       | City-Wide (Non-Department | \$114.02        |
|                 | 9/29/2025  | City Hall Floor Mats & Dust/Wet Mop                      | General Fund       | City-Wide (Non-Department | \$114.02        |
| <b>Total</b>    |            |                                                          |                    |                           | <b>\$456.08</b> |
| <b>Citibank</b> |            |                                                          |                    |                           |                 |
|                 | 9/17/2025  | Positive Promotions: NNO Handouts                        | General Fund       | Police Department         | \$343.45        |
|                 | 9/17/2025  | Academy: Two Pairs of Shoes                              | General Fund       | Police Department         | \$134.98        |
|                 | 9/17/2025  | Keane Menefee: Training for Animal Control               | General Fund       | Code Enforce/Animal Contr | \$200.00        |
|                 | 9/17/2025  | Texas Sumo: National Night Out Rides                     | General Fund       | Police Department         | \$1,830.00      |
|                 | 9/17/2025  | Miss Aimee's: National Night Out Artists                 | General Fund       | Police Department         | \$1,395.00      |
|                 | 9/17/2025  | TMCA: TMCCP Seminar - Leg. Updates                       | General Fund       | City Admin Office         | \$415.00        |
|                 | 9/17/2025  | GoTo: City Wide Phone Systems                            | General Fund       | City-Wide (Non-Department | \$917.67        |
|                 | 9/17/2025  | Adobe: Monthly Subscription                              | General Fund       | City-Wide (Non-Department | \$435.85        |
|                 | 9/17/2025  | 2020 Market: Dinner - Leg. Update Conference             | General Fund       | City Admin Office         | \$37.61         |
|                 | 9/17/2025  | Sheraton Brix and Ale: Dinner - Green/Westen Leg. Update | General Fund       | City Admin Office         | \$69.00         |
|                 | 9/17/2025  | Sheraton Brix and Ale: Sales Tax Paid                    | Water & Sewer Fund | Non-Departmental          | \$4.87          |
|                 | 9/17/2025  | Sheraton: Legislative Update Conference                  | General Fund       | City Admin Office         | \$360.62        |
|                 | 9/17/2025  | Sheraton: Parking                                        | General Fund       | City Admin Office         | \$21.98         |
|                 | 9/17/2025  | Sheraton: Sale Tax Paid                                  | Water & Sewer Fund | Non-Departmental          | \$1.82          |
|                 | 9/17/2025  | Uattend: City Wide Time Clock System                     | General Fund       | City-Wide (Non-Department | \$185.00        |
|                 | 9/17/2025  | Tiger Mart: Propane for Employee Luncheon                | General Fund       | Fire Department           | \$44.98         |
|                 | 9/17/2025  | Tiger Mart: Sales Tax Paid                               | Water & Sewer Fund | Non-Departmental          | \$3.71          |
|                 | 9/17/2025  | Iron Pride LLC: Sign Mock Up for Station Sign            | General Fund       | Fire Department           | \$103.00        |
|                 | 9/17/2025  | Expedia: Chief Hargrove's Lodging for TCFP Meeting       | General Fund       | Fire Department           | \$113.86        |
|                 | 9/17/2025  | Expedia: Sales Tax Paid                                  | Water & Sewer Fund | Non-Departmental          | \$1.69          |
|                 | 9/17/2025  | SFFMA: Pride and Ownership Books for Officers            | General Fund       | Fire Department           | \$110.00        |

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| Vendor Name     | Check Date | Description                                               | Fund               | Department                | Amount   |
|-----------------|------------|-----------------------------------------------------------|--------------------|---------------------------|----------|
| <b>Citibank</b> |            |                                                           |                    |                           |          |
|                 | 9/17/2025  | SFFMA: Sales Tax Paid                                     | Water & Sewer Fund | Non-Departmental          | \$6.13   |
|                 | 9/17/2025  | QT: Food for Chief<br>Hargrove TCFP Meeting               | General Fund       | Fire Department           | \$12.75  |
|                 | 9/17/2025  | QT: Sales Tax Paid                                        | Water & Sewer Fund | Non-Departmental          | \$0.92   |
|                 | 9/17/2025  | Buc-ee's: Food for Chief<br>Hargrove TCFP Meeting         | General Fund       | Fire Department           | \$17.70  |
|                 | 9/17/2025  | Buc-ee's: Sales Tax Paid                                  | Water & Sewer Fund | Non-Departmental          | \$0.84   |
|                 | 9/17/2025  | VooDoo Donuts: Food for<br>Chief Hargrove TCFP<br>Meeting | General Fund       | Fire Department           | \$18.11  |
|                 | 9/17/2025  | Life Compressions: BLS<br>eCards & Heartsaver<br>Cards    | General Fund       | Fire Department           | \$467.00 |
|                 | 9/17/2025  | Bobby Doran: Plumber's<br>Training for Rodolfo            | General Fund       | Permits & Inspections     | \$650.00 |
|                 | 9/17/2025  | Bluebeam: Plan Review<br>Software                         | General Fund       | Planning &<br>Development | \$260.00 |
|                 | 9/17/2025  | Adobe: Creative Suite                                     | General Fund       | Planning &<br>Development | \$15.99  |
|                 | 9/17/2025  | Adobe: Sales Tax Paid                                     | Water & Sewer Fund | Non-Departmental          | \$1.32   |
|                 | 9/17/2025  | ISI-Envision: Inst. for<br>Sustainable Infrastructure     | General Fund       | Planning &<br>Development | \$250.00 |
|                 | 9/17/2025  | Jimmy Johns: Dinner for<br>Council Meeting                | General Fund       | City Council              | \$46.99  |
|                 | 9/17/2025  | Jimmy Johns: Sales Tax<br>Paid                            | Water & Sewer Fund | Non-Departmental          | \$3.88   |
|                 | 9/17/2025  | Sheraton: Hotel stay for<br>Leg. Update Seminar           | General Fund       | City Admin Office         | \$318.00 |
|                 | 9/17/2025  | Sheraton: Sales Tax Paid                                  | Water & Sewer Fund | Non-Departmental          | \$42.62  |
|                 | 9/17/2025  | PMC: Paid Parking at<br>Sheraton                          | General Fund       | City Admin Office         | \$21.98  |
|                 | 9/17/2025  | PMC: Sales Tax Paid                                       | Water & Sewer Fund | Non-Departmental          | \$1.82   |
|                 | 9/17/2025  | Jimmy Johns: Dinner for<br>Council Meeting                | General Fund       | City Council              | \$47.59  |
|                 | 9/17/2025  | Jimmy Johns: Sales Tax<br>Paid                            | Water & Sewer Fund | Non-Departmental          | \$3.93   |
|                 | 9/17/2025  | Love's: Food                                              | Water & Sewer Fund | Water Department          | \$10.19  |
|                 | 9/17/2025  | Love's: Sales Tax Paid                                    | Water & Sewer Fund | Non-Departmental          | \$0.84   |
|                 | 9/17/2025  | McDonald's: Food                                          | Water & Sewer Fund | Water Department          | \$7.69   |
|                 | 9/17/2025  | McDonald's: Sales Tax<br>Paid                             | Water & Sewer Fund | Non-Departmental          | \$0.63   |
|                 | 9/17/2025  | Taco Bell: Food                                           | Water & Sewer Fund | Water Department          | \$10.39  |
|                 | 9/17/2025  | Taco Bell: Sales Tax Paid                                 | Water & Sewer Fund | Non-Departmental          | \$0.86   |
|                 | 9/17/2025  | Renaissance Austin F&B:<br>Food                           | Water & Sewer Fund | Water Department          | \$25.98  |
|                 | 9/17/2025  | Courtyard Austin: Hotel                                   | Water & Sewer Fund | Water Department          | \$377.84 |

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| <b>Citibank</b>                                  |            |                                                             |                    |                            |                     |
|                                                  | 9/17/2025  | Courtyard Austin: Sales Tax Paid                            | Water & Sewer Fund | Non-Departmental           | \$4.10              |
|                                                  | 9/17/2025  | VistaPrint: Business Cards                                  | General Fund       | Police Department          | \$237.97            |
|                                                  | 9/17/2025  | Walmart Business: Membership                                | General Fund       | City-Wide (Non-Department) | \$98.00             |
|                                                  | 9/17/2025  | Walmart Business: Sales Tax Paid                            | Water & Sewer Fund | Non-Departmental           | \$8.09              |
|                                                  | 9/17/2025  | HP Instant Ink: Monthly Printer Ink Subscription            | General Fund       | City Admin Office          | \$8.65              |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$9,708.89</b>   |
| <b>City of Cedar Hill</b>                        |            |                                                             |                    |                            |                     |
|                                                  | 9/17/2025  | Cooperative Housing                                         | General Fund       | Police Department          | \$1,200.00          |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$1,200.00</b>   |
| <b>City Of Midlothian</b>                        |            |                                                             |                    |                            |                     |
|                                                  | 9/10/2025  | Consumption - 9,779,300 Gallons                             | Water & Sewer Fund | Water Department           | \$95,134.35         |
|                                                  | 9/24/2025  | 3 Midlothian Public Works Department Vehicle Sales to Venus | General Fund       | Streets                    | \$3,333.33          |
|                                                  | 9/24/2025  | 3 Midlothian Public Works Department Vehicle Sales to Venus | Water & Sewer Fund | Water Department           | \$3,333.33          |
|                                                  | 9/24/2025  | 3 Midlothian Public Works Department Vehicle Sales to Venus | Water & Sewer Fund | Sewer Department           | \$3,333.34          |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$105,134.35</b> |
| <b>Civicplus, LLC</b>                            |            |                                                             |                    |                            |                     |
|                                                  | 9/10/2025  | Pro & Media Annual Fee                                      | General Fund       | City-Wide (Non-Department) | \$6,898.50          |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$6,898.50</b>   |
| <b>Classic Turf Equipment Parts And Services</b> |            |                                                             |                    |                            |                     |
|                                                  | 9/3/2025   | John Deere Repairs                                          | General Fund       | Parks & Recreation         | \$711.42            |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$711.42</b>     |
| <b>Cleburne Times Review</b>                     |            |                                                             |                    |                            |                     |
|                                                  | 9/10/2025  | Notice of Public Hearing & P&Z PH 8/28                      | General Fund       | Planning & Development     | \$402.80            |
| <b>Total</b>                                     |            |                                                             |                    |                            | <b>\$402.80</b>     |

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|----------------------------------------|------------|------------------------------------|--------------------|---------------------------|-------------------|
| <b>Commercial Roofing Systems, LLC</b> |            |                                    |                    |                           |                   |
|                                        | 9/24/2025  | Site Bid 2660 Corner Leak BUR Roof | General Fund       | City-Wide (Non-Department | \$4,200.00        |
| <b>Total</b>                           |            |                                    |                    |                           | <b>\$4,200.00</b> |
| <b>Core &amp; Main LP</b>              |            |                                    |                    |                           |                   |
|                                        | 9/10/2025  | 5/8" T-10 R900 I (6)               | Water & Sewer Fund | Water Department          | \$1,855.00        |
|                                        | 9/17/2025  | Neptune 360 Subscription           | Water & Sewer Fund | Water Department          | \$2,475.20        |
| <b>Total</b>                           |            |                                    |                    |                           | <b>\$4,330.20</b> |
| <b>Dearborn Life Insurance Co</b>      |            |                                    |                    |                           |                   |
|                                        | 9/2/2025   | Percentage Short Term 8/12/2025    | General Fund       | Non-Departmental          | \$2,786.69        |
|                                        | 9/2/2025   | Percentage Short Term 8/12/2025    | Water & Sewer Fund | Non-Departmental          | \$553.43          |
|                                        | 9/2/2025   | Percentage Short Term Adjustment   | General Fund       | Non-Departmental          | (\$2,802.32)      |
|                                        | 9/2/2025   | Percentage Long Term 8/12/2025     | General Fund       | Non-Departmental          | \$3,715.59        |
|                                        | 9/2/2025   | Percentage Long Term 8/12/2025     | Water & Sewer Fund | Non-Departmental          | \$737.87          |
|                                        | 9/2/2025   | Percentage Long Term Adjustment    | General Fund       | Non-Departmental          | (\$2,802.32)      |
|                                        | 9/2/2025   | Percentage Long Term Adjustment    | Water & Sewer Fund | Non-Departmental          | (\$1,129.81)      |
|                                        | 9/2/2025   | Percentage Short Term 7/29/2025    | General Fund       | Non-Departmental          | \$2,740.66        |
|                                        | 9/2/2025   | Percentage Short Term 7/29/2025    | Water & Sewer Fund | Non-Departmental          | \$541.84          |
|                                        | 9/2/2025   | Percentage Short Term Adjustment   | General Fund       | Non-Departmental          | (\$2,802.32)      |
|                                        | 9/2/2025   | Life Vol EE 8/12/2025              | General Fund       | Non-Departmental          | \$372.90          |
|                                        | 9/2/2025   | Life Vol EE 8/12/2025              | Water & Sewer Fund | Non-Departmental          | \$100.00          |
|                                        | 9/2/2025   | Life Vol EE 7/29/2025              | General Fund       | Non-Departmental          | \$355.90          |
|                                        | 9/2/2025   | Life Vol EE 7/29/2025              | Water & Sewer Fund | Non-Departmental          | \$100.00          |
|                                        | 9/2/2025   | Percentage Long Term 7/29/2025     | General Fund       | Non-Departmental          | \$3,654.18        |
|                                        | 9/2/2025   | Percentage Long Term 7/29/2025     | Water & Sewer Fund | Non-Departmental          | \$722.47          |
|                                        | 9/2/2025   | Percentage Long Term Adjustment    | General Fund       | Non-Departmental          | (\$2,802.33)      |
|                                        | 9/2/2025   | Percentage Long Term Adjustment    | Water & Sewer Fund | Non-Departmental          | (\$1,129.82)      |
|                                        | 9/2/2025   | 8/12/2025                          | General Fund       | Non-Departmental          | \$195.83          |
|                                        | 9/2/2025   | 8/12/2025                          | Water & Sewer Fund | Non-Departmental          | \$40.02           |
|                                        | 9/2/2025   | 8/12/2025                          | General Fund       | Non-Departmental          | \$4.45            |
|                                        | 9/2/2025   | 7/29/2025                          | General Fund       | Non-Departmental          | \$195.83          |

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| Vendor Name                       | Check Date | Description                       | Fund               | Department                | Amount            |
|-----------------------------------|------------|-----------------------------------|--------------------|---------------------------|-------------------|
| <b>Dearborn Life Insurance Co</b> |            |                                   |                    |                           |                   |
|                                   | 9/2/2025   | 7/29/2025                         | Water & Sewer Fund | Non-Departmental          | \$40.02           |
|                                   | 9/2/2025   | Life Vol SP 8/12/2025             | General Fund       | Non-Departmental          | \$35.54           |
|                                   | 9/2/2025   | Life Vol SP 8/12/2025             | Water & Sewer Fund | Non-Departmental          | \$22.50           |
|                                   | 9/2/2025   | Life Vol SP 7/29/2025             | General Fund       | Non-Departmental          | \$31.29           |
|                                   | 9/2/2025   | Life Vol SP 7/29/2025             | Water & Sewer Fund | Non-Departmental          | \$22.50           |
|                                   | 9/2/2025   | Life Vol Ch 7/29/2025             | General Fund       | Non-Departmental          | \$16.09           |
|                                   | 9/2/2025   | Life Vol Ch 7/29/2025             | Water & Sewer Fund | Non-Departmental          | \$3.46            |
|                                   | 9/2/2025   | Life Vol Ch 8/12/2025             | General Fund       | Non-Departmental          | \$16.09           |
|                                   | 9/2/2025   | Life Vol Ch 8/12/2025             | Water & Sewer Fund | Non-Departmental          | \$3.46            |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$3,539.69</b> |
| <b>Deborah Sessions</b>           |            |                                   |                    |                           |                   |
|                                   | 9/3/2025   | Refunds - 999                     | Water & Sewer Fund | Non-Departmental          | \$102.04          |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$102.04</b>   |
| <b>Devin Vann</b>                 |            |                                   |                    |                           |                   |
|                                   | 9/3/2025   | Refunds - 999                     | Water & Sewer Fund | Non-Departmental          | \$45.62           |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$45.62</b>    |
| <b>Dragonfly Lane Cookies</b>     |            |                                   |                    |                           |                   |
|                                   | 9/24/2025  | Logo Cookies                      | General Fund       | City Admin Office         | \$84.00           |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$84.00</b>    |
| <b>Drop Shot Pest Control</b>     |            |                                   |                    |                           |                   |
|                                   | 9/17/2025  | Pest Control City Hall/PD         | General Fund       | City-Wide (Non-Department | \$132.00          |
|                                   | 9/17/2025  | Pest Control Development Services | Water & Sewer Fund | Sewer Department          | \$78.00           |
|                                   | 9/17/2025  | Pest Control Fire Department      | General Fund       | Fire Department           | \$78.00           |
|                                   | 9/17/2025  | Pest Control Civic Center         | VCSDC              | Special Rev Dept/Vcsdc    | \$78.00           |
|                                   | 9/17/2025  | Pest Control Public Works         | Water & Sewer Fund | Water Department          | \$78.00           |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$444.00</b>   |
| <b>Edward Lantz</b>               |            |                                   |                    |                           |                   |
|                                   | 9/3/2025   | Refunds - 999                     | Water & Sewer Fund | Non-Departmental          | \$31.51           |
| <b>Total</b>                      |            |                                   |                    |                           | <b>\$31.51</b>    |
| <b>Eight 20 Consulting</b>        |            |                                   |                    |                           |                   |
|                                   | 9/3/2025   | Doug Martella CFO - August 2025   | General Fund       | City Admin Office         | \$3,500.00        |

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|-----------------------------------------|------------|----------------------------------------------|--------------|---------------------------|-------------------|
| <b>Eight 20 Consulting</b>              |            |                                              |              |                           |                   |
| <b>Total</b>                            |            |                                              |              |                           | <b>\$3,500.00</b> |
| <b>Ellis Central Appraisal District</b> |            |                                              |              |                           |                   |
|                                         | 9/3/2025   | 4th QTR Payment - 2025 EAD Budget Allocation | General Fund | City Admin Office         | \$3,456.91        |
| <b>Total</b>                            |            |                                              |              |                           | <b>\$3,456.91</b> |
| <b>Enterprise Fleet Management Inc</b>  |            |                                              |              |                           |                   |
|                                         | 9/22/2025  | Admin Vehicle Lease Payment                  | General Fund | City-Wide (Non-Department | \$892.03          |
|                                         | 9/22/2025  | Admin Vehicle Maint Plan                     | General Fund | City-Wide (Non-Department | \$54.49           |
|                                         | 9/22/2025  | Code/Animal Control Maint Plan               | General Fund | Code Enforce/Animal Contr | \$49.42           |
|                                         | 9/22/2025  | Fire Vehicle Lease Payment                   | General Fund | Fire Department           | \$2,011.86        |
|                                         | 9/22/2025  | Fire Vehicle Maint Plan                      | General Fund | Fire Department           | \$53.95           |
|                                         | 9/22/2025  | Fire Vehicle R&M                             | General Fund | Fire Department           | \$95.00           |
|                                         | 9/22/2025  | Permits Vehicle Lease Payment                | General Fund | Permits & Inspections     | \$1,308.90        |
|                                         | 9/22/2025  | Permits Vehicle Maint Plan                   | General Fund | Permits & Inspections     | \$82.94           |
|                                         | 9/22/2025  | Police Vehicle Lease Payment                 | General Fund | Police Department         | \$13,634.34       |
|                                         | 9/22/2025  | Police Vehicle Maint Plan                    | General Fund | Police Department         | \$90.00           |
|                                         | 9/22/2025  | Police Vehicle R&M                           | General Fund | Police Department         | \$198.95          |
|                                         | 9/22/2025  | Parks Vehicle Lease Payment                  | General Fund | Parks & Recreation        | \$1,891.19        |
|                                         | 9/22/2025  | Parks Vehicle Maint Plan                     | General Fund | Parks & Recreation        | \$101.42          |
|                                         | 9/22/2025  | Parks Vehicle R&M                            | General Fund | Parks & Recreation        | \$18.50           |
|                                         | 9/22/2025  | PW Admin Vehicle Lease Payment               | General Fund | City-Wide (Non-Department | \$486.05          |
|                                         | 9/22/2025  | PW Admin Vehicle Maint Plan                  | General Fund | City-Wide (Non-Department | \$55.43           |
|                                         | 9/22/2025  | Streets Vehicle Lease Payment                | General Fund | Streets                   | \$1,156.56        |
|                                         | 9/22/2025  | Streets Vehicle Maint Plan                   | General Fund | Streets                   | \$61.91           |
|                                         | 9/22/2025  | Water/Sewer Vehicle Lease Payment            | General Fund | Streets                   | \$4,590.42        |
|                                         | 9/22/2025  | Water/Sewer Vehicle Maint Plan               | General Fund | Streets                   | \$204.38          |
|                                         | 9/22/2025  | Code/Animal Control Lease Payment            | General Fund | Code Enforce/Animal Contr | (\$670.14)        |
|                                         | 9/22/2025  | Water/Sewer Vehicle R&M                      | General Fund | Streets                   | \$18.50           |

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| Vendor Name                                     | Check Date | Description                                    | Fund               | Department                | Amount             |
|-------------------------------------------------|------------|------------------------------------------------|--------------------|---------------------------|--------------------|
| <b>Enterprise Fleet Management Inc</b>          |            |                                                |                    |                           |                    |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$26,386.10</b> |
| <b>Environmental Monitoring Laboratory, LLC</b> |            |                                                |                    |                           |                    |
|                                                 | 9/10/2025  | Bacteriological Analysis (5) & Special Samples | Water & Sewer Fund | Water Department          | \$528.00           |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$528.00</b>    |
| <b>Equipmentsshare</b>                          |            |                                                |                    |                           |                    |
|                                                 | 9/24/2025  | FS KM 25-2 Autocut/24.1CC Loop/Etc             | Water & Sewer Fund | Sewer Department          | \$1,603.55         |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$1,603.55</b>  |
| <b>First Check</b>                              |            |                                                |                    |                           |                    |
|                                                 | 9/10/2025  | Background Check - E. Livingstone              | General Fund       | City Admin Office         | \$25.50            |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$25.50</b>     |
| <b>Frontier Communications</b>                  |            |                                                |                    |                           |                    |
|                                                 | 9/10/2025  | PD Fax Line 09.01.25-09.30.25                  | General Fund       | Police Department         | \$110.72           |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$110.72</b>    |
| <b>Frontier Waste</b>                           |            |                                                |                    |                           |                    |
|                                                 | 9/10/2025  | 2039 Residential Carts                         | Water & Sewer Fund | Sanitation                | \$25,487.50        |
|                                                 | 9/10/2025  | 86 Residential Extra Carts                     | Water & Sewer Fund | Sanitation                | \$531.45           |
|                                                 | 9/10/2025  | 2039 Residential Recycle Carts                 | Water & Sewer Fund | Sanitation                | \$9,950.32         |
|                                                 | 9/10/2025  | 8 Commercial Carts                             | Water & Sewer Fund | Sanitation                | \$180.56           |
|                                                 | 9/10/2025  | 3 Commercial Extra Carts                       | Water & Sewer Fund | Sanitation                | \$40.65            |
|                                                 | 9/10/2025  | Dumpsters                                      | Water & Sewer Fund | Sanitation                | \$15,658.68        |
|                                                 | 9/10/2025  | Roll-offs                                      | Water & Sewer Fund | Sanitation                | \$16,620.65        |
|                                                 | 9/10/2025  | City Hall                                      | General Fund       | City-Wide (Non-Department | \$181.23           |
|                                                 | 9/10/2025  | 25% Public Works                               | General Fund       | Streets                   | \$45.30            |
|                                                 | 9/10/2025  | 25% Public Works                               | General Fund       | Parks & Recreation        | \$45.31            |
|                                                 | 9/10/2025  | 25% Public Works                               | Water & Sewer Fund | Water Department          | \$45.31            |
|                                                 | 9/10/2025  | 25% Public Works                               | Water & Sewer Fund | Sewer Department          | \$45.31            |
|                                                 | 9/10/2025  | Civic Center                                   | VCSDC              | Special Rev Dept/Vcsdc    | \$144.23           |
| <b>Total</b>                                    |            |                                                |                    |                           | <b>\$68,976.50</b> |

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| Vendor Name                           | Check Date | Description                                   | Fund               | Department                 | Amount             |
|---------------------------------------|------------|-----------------------------------------------|--------------------|----------------------------|--------------------|
| <b>Galls Incorporated</b>             |            |                                               |                    |                            |                    |
|                                       | 9/3/2025   | Womens Flex RS SS Base Shirt (3)              | General Fund       | Police Department          | \$224.19           |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$224.19</b>    |
| <b>Gexa Energy</b>                    |            |                                               |                    |                            |                    |
|                                       | 9/24/2025  | Lift Stations - Electricity                   | Water & Sewer Fund | Sewer Department           | \$2,807.72         |
|                                       | 9/24/2025  | Streets - Electricity                         | General Fund       | Streets                    | \$170.22           |
|                                       | 9/24/2025  | City-Wide - Electricity                       | General Fund       | City-Wide (Non-Department) | \$1,815.60         |
|                                       | 9/24/2025  | 50% PW Bldg & GDL - Electricity               | Water & Sewer Fund | Water Department           | \$311.93           |
|                                       | 9/24/2025  | 50% PW Bldg & GDL - Electricity               | Water & Sewer Fund | Sewer Department           | \$311.92           |
|                                       | 9/24/2025  | Civic Center - Electricity                    | VCSDC              | Special Rev Dept/Vcsdc     | \$876.05           |
|                                       | 9/24/2025  | Parks & Rec - Electricity                     | General Fund       | Parks & Recreation         | \$710.00           |
|                                       | 9/24/2025  | Fire Dept - Electricity                       | General Fund       | Fire Department            | \$603.22           |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$7,606.66</b>  |
| <b>Holly Stephens</b>                 |            |                                               |                    |                            |                    |
|                                       | 9/3/2025   | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental           | \$99.22            |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$99.22</b>     |
| <b>Hustler Turf Equipment, Inc.</b>   |            |                                               |                    |                            |                    |
|                                       | 9/3/2025   | FasTrak SDX Kawasaki FX 691 48 in 22 hp       | VCSDC              | Special Rev Dept/Vcsdc     | \$8,249.00         |
|                                       | 9/3/2025   | Super Z Kawasaki FX 850 54 in 27 hp           | VCSDC              | Special Rev Dept/Vcsdc     | \$26,332.00        |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$34,581.00</b> |
| <b>Impact Promotional Services</b>    |            |                                               |                    |                            |                    |
|                                       | 9/17/2025  | Flexrs LS Base Shirt & Sgt. Chevrons          | General Fund       | Police Department          | \$96.99            |
|                                       | 9/24/2025  | Flexrs SS Base Shirt (2)/Flexrs LS Base Shirt | General Fund       | Police Department          | \$222.67           |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$319.66</b>    |
| <b>Interface Security Systems LLC</b> |            |                                               |                    |                            |                    |
|                                       | 9/24/2025  | Alarm Monitor - 09.14-10.13.25                | Water & Sewer Fund | Administration             | \$39.80            |
| <b>Total</b>                          |            |                                               |                    |                            | <b>\$39.80</b>     |
| <b>Iwerk</b>                          |            |                                               |                    |                            |                    |
|                                       | 9/3/2025   | Iwerk Managed User Svcs (38)                  | General Fund       | City-Wide (Non-Department) | \$2,850.00         |
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| Vendor Name                                    | Check Date | Description                                                                   | Fund                   | Department                 | Amount             |
|------------------------------------------------|------------|-------------------------------------------------------------------------------|------------------------|----------------------------|--------------------|
| <b>Iwerk</b>                                   |            |                                                                               |                        |                            |                    |
|                                                | 9/10/2025  | Sentinel/Proofpoint/Office 365/Microsoft Entra ID P1 & P2/Cyber Protect Cloud | General Fund           | City-Wide (Non-Department) | \$1,885.73         |
|                                                | 9/17/2025  | Cabling Services & Troubleshooting                                            | General Fund           | City-Wide (Non-Department) | \$350.00           |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$5,085.73</b>  |
| <b>Jeremiah Lopez</b>                          |            |                                                                               |                        |                            |                    |
|                                                | 9/10/2025  | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$532.55           |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$532.55</b>    |
| <b>Johnson County Treasurer</b>                |            |                                                                               |                        |                            |                    |
|                                                | 9/10/2025  | August 2025 Inmate Billing                                                    | General Fund           | Police Department          | \$69.94            |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$69.94</b>     |
| <b>Kimley-Horn And Associates, Inc.</b>        |            |                                                                               |                        |                            |                    |
|                                                | 9/24/2025  | Task 1 - Water Master Plan                                                    | CPF-2020 Bond Proceeds | Non-Departmental           | \$6,000.00         |
|                                                | 9/24/2025  | Task 1 - Wastewater Master Plan                                               | CPF-2020 Bond Proceeds | Non-Departmental           | \$4,200.00         |
|                                                | 9/24/2025  | Plan Review                                                                   | General Fund           | Non-Departmental           | \$1,575.00         |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$11,775.00</b> |
| <b>Lgi Homes</b>                               |            |                                                                               |                        |                            |                    |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$62.36            |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$46.86            |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$20.29            |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$20.29            |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$2.58             |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$4.79             |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$157.17</b>    |
| <b>LGI Living LLC</b>                          |            |                                                                               |                        |                            |                    |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$68.96            |
|                                                | 9/3/2025   | Refunds - 999                                                                 | Water & Sewer Fund     | Non-Departmental           | \$1.26             |
| <b>Total</b>                                   |            |                                                                               |                        |                            | <b>\$70.22</b>     |
| <b>Mccreary, Veselka, Bragg And Allen P.C.</b> |            |                                                                               |                        |                            |                    |
|                                                | 9/10/2025  | July 2025 Collections                                                         | General Fund           | Non-Departmental           | \$555.15           |
|                                                | 9/24/2025  | August 2025 Collections                                                       | General Fund           | Non-Departmental           | \$347.04           |

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|------------------------------------------------|------------|-------------------------|--------------------|------------------|-----------------|
| <b>Mccreary, Veselka, Bragg And Allen P.C.</b> |            |                         |                    |                  |                 |
|                                                |            |                         |                    |                  | <b>Total</b>    |
|                                                |            |                         |                    |                  | <b>\$902.19</b> |
| <b>Metlife</b>                                 |            |                         |                    |                  |                 |
|                                                | 9/2/2025   | EE Dental-ER 7/29/2025  | General Fund       | Non-Departmental | \$677.22        |
|                                                | 9/2/2025   | EE Dental-ER 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$141.78        |
|                                                | 9/2/2025   | EE Dental-ER Adjustment | General Fund       | Non-Departmental | \$24.23         |
|                                                | 9/2/2025   | EE Dental-ER Adjustment | Water & Sewer Fund | Non-Departmental | \$6.02          |
|                                                | 9/2/2025   | EE Dental-ER 8/12/2025  | General Fund       | Non-Departmental | \$692.97        |
|                                                | 9/2/2025   | EE Dental-ER 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$141.78        |
|                                                | 9/2/2025   | Fm Dental-ER 7/29/2025  | General Fund       | Non-Departmental | \$279.61        |
|                                                | 9/2/2025   | Fm Dental-ER 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$46.59         |
|                                                | 9/2/2025   | Fm Dental-EE 7/29/2025  | General Fund       | Non-Departmental | \$279.61        |
|                                                | 9/2/2025   | Fm Dental-EE 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$46.59         |
|                                                | 9/2/2025   | Fm Dental-ER 8/12/2025  | General Fund       | Non-Departmental | \$279.61        |
|                                                | 9/2/2025   | Fm Dental-ER 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$46.59         |
|                                                | 9/2/2025   | Fm Dental-EE 8/12/2025  | General Fund       | Non-Departmental | \$279.61        |
|                                                | 9/2/2025   | Fm Dental-EE 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$46.59         |
|                                                | 9/2/2025   | EE Vision-ER 8/12/2025  | General Fund       | Non-Departmental | \$131.53        |
|                                                | 9/2/2025   | EE Vision-ER 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$26.94         |
|                                                | 9/2/2025   | EE Vision-ER 7/29/2025  | General Fund       | Non-Departmental | \$128.54        |
|                                                | 9/2/2025   | EE Vision-ER 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$26.94         |
|                                                | 9/2/2025   | Ch Dental-ER 7/29/2025  | General Fund       | Non-Departmental | \$52.88         |
|                                                | 9/2/2025   | Ch Dental-EE 7/29/2025  | General Fund       | Non-Departmental | \$52.88         |
|                                                | 9/2/2025   | Ch Dental-ER 8/12/2025  | General Fund       | Non-Departmental | \$52.88         |
|                                                | 9/2/2025   | Ch Dental-EE 8/12/2025  | General Fund       | Non-Departmental | \$52.88         |
|                                                | 9/2/2025   | Sp Dental-EE 7/29/2025  | General Fund       | Non-Departmental | \$34.38         |
|                                                | 9/2/2025   | Sp Dental-EE 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$11.46         |
|                                                | 9/2/2025   | Sp Dental-EE 8/12/2025  | General Fund       | Non-Departmental | \$34.38         |
|                                                | 9/2/2025   | Sp Dental-EE 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$11.46         |
|                                                | 9/2/2025   | Sp Dental-ER 7/29/2025  | General Fund       | Non-Departmental | \$34.30         |
|                                                | 9/2/2025   | Sp Dental-ER 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$11.42         |
|                                                | 9/2/2025   | Sp Dental-ER 8/12/2025  | General Fund       | Non-Departmental | \$34.30         |
|                                                | 9/2/2025   | Sp Dental-ER 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$11.42         |
|                                                | 9/2/2025   | Fam Vision-ER 7/29/2025 | General Fund       | Non-Departmental | \$32.76         |
|                                                | 9/2/2025   | Fam Vision-ER 7/29/2025 | Water & Sewer Fund | Non-Departmental | \$7.28          |
|                                                | 9/2/2025   | Fam Vision-EE 7/29/2025 | General Fund       | Non-Departmental | \$32.76         |
|                                                | 9/2/2025   | Fam Vision-EE 7/29/2025 | Water & Sewer Fund | Non-Departmental | \$7.28          |
|                                                | 9/2/2025   | Fam Vision-ER 8/12/2025 | General Fund       | Non-Departmental | \$32.76         |
|                                                | 9/2/2025   | Fam Vision-ER 8/12/2025 | Water & Sewer Fund | Non-Departmental | \$7.28          |
|                                                | 9/2/2025   | Fam Vision-EE 8/12/2025 | General Fund       | Non-Departmental | \$32.76         |

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| Vendor Name                 | Check Date | Description                                    | Fund               | Department                | Amount            |
|-----------------------------|------------|------------------------------------------------|--------------------|---------------------------|-------------------|
| <b>Metlife</b>              |            |                                                |                    |                           |                   |
|                             | 9/2/2025   | Fam Vision-EE 8/12/2025                        | Water & Sewer Fund | Non-Departmental          | \$7.28            |
|                             | 9/2/2025   | SP Vision-ER 7/29/2025                         | General Fund       | Non-Departmental          | \$8.20            |
|                             | 9/2/2025   | SP Vision-ER 7/29/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.74            |
|                             | 9/2/2025   | Sp Vision-EE 7/29/2025                         | General Fund       | Non-Departmental          | \$8.20            |
|                             | 9/2/2025   | Sp Vision-EE 7/29/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.74            |
|                             | 9/2/2025   | SP Vision-ER 8/12/2025                         | General Fund       | Non-Departmental          | \$8.20            |
|                             | 9/2/2025   | SP Vision-ER 8/12/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.74            |
|                             | 9/2/2025   | Sp Vision-EE 8/12/2025                         | General Fund       | Non-Departmental          | \$8.20            |
|                             | 9/2/2025   | Sp Vision-EE 8/12/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.74            |
|                             | 9/2/2025   | CH Vision-ER 7/29/2025                         | General Fund       | Non-Departmental          | \$8.01            |
|                             | 9/2/2025   | CH Vision-ER 7/29/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.89            |
|                             | 9/2/2025   | Ch Vision-EE 7/29/2025                         | General Fund       | Non-Departmental          | \$8.01            |
|                             | 9/2/2025   | Ch Vision-EE 7/29/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.89            |
|                             | 9/2/2025   | CH Vision-ER 8/12/2025                         | General Fund       | Non-Departmental          | \$8.01            |
|                             | 9/2/2025   | CH Vision-ER 8/12/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.89            |
|                             | 9/2/2025   | Ch Vision-EE 8/12/2025                         | General Fund       | Non-Departmental          | \$8.01            |
|                             | 9/2/2025   | Ch Vision-EE 8/12/2025                         | Water & Sewer Fund | Non-Departmental          | \$0.89            |
|                             | 9/2/2025   | Dental Sp J-ER 7/29/2025                       | General Fund       | Non-Departmental          | \$3.82            |
|                             | 9/2/2025   | Dental Sp J-ER 7/29/2025                       | Water & Sewer Fund | Non-Departmental          | \$3.82            |
|                             | 9/2/2025   | Dental Sp J-ER 8/12/2025                       | General Fund       | Non-Departmental          | \$3.82            |
|                             | 9/2/2025   | Dental Sp J-ER 8/12/2025                       | Water & Sewer Fund | Non-Departmental          | \$3.82            |
|                             | 9/2/2025   | Vision Sp J-ER 7/29/2025                       | General Fund       | Non-Departmental          | \$0.75            |
|                             | 9/2/2025   | Vision Sp J-ER 7/29/2025                       | Water & Sewer Fund | Non-Departmental          | \$0.74            |
|                             | 9/2/2025   | Vision Sp J-ER 8/12/2025                       | General Fund       | Non-Departmental          | \$0.75            |
|                             | 9/2/2025   | Vision Sp J-ER 8/12/2025                       | Water & Sewer Fund | Non-Departmental          | \$0.74            |
| <b>Total</b>                |            |                                                |                    |                           | <b>\$3,947.17</b> |
| <b>Metro Valve Products</b> |            |                                                |                    |                           |                   |
|                             | 9/24/2025  | Service & Examination of EIM Electric Actuator | Water & Sewer Fund | Water Department          | \$1,800.00        |
| <b>Total</b>                |            |                                                |                    |                           | <b>\$1,800.00</b> |
| <b>Michael B. Halla</b>     |            |                                                |                    |                           |                   |
|                             | 9/3/2025   | Legal Services - August 2025                   | General Fund       | City-Wide (Non-Department | \$5,400.00        |
|                             | 9/3/2025   | Legal Services - August 2025                   | VCSDC              | Special Rev Dept/Vcsdc    | \$250.00          |
|                             | 9/3/2025   | Prosecutor - August 2025                       | General Fund       | Court                     | \$350.00          |

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|------------------------------------------------|------------|---------------------------------------------|--------------------|-----------------------------|-------------------|
| <b>Michael B. Halla</b>                        |            |                                             |                    |                             |                   |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$6,000.00</b> |
| <b>Michael Sarratt</b>                         |            |                                             |                    |                             |                   |
|                                                | 9/3/2025   | Refunds - 999                               | Water & Sewer Fund | Non-Departmental            | \$99.22           |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$99.22</b>    |
| <b>Midlo H2O</b>                               |            |                                             |                    |                             |                   |
|                                                | 9/3/2025   | 5 Gal H2O (10)                              | General Fund       | City-Wide (Non-Departmental | \$75.00           |
|                                                | 9/17/2025  | Bottom Load Monthly Rental                  | General Fund       | City-Wide (Non-Departmental | \$15.00           |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$90.00</b>    |
| <b>Mountain Peak Special Utility District</b>  |            |                                             |                    |                             |                   |
|                                                | 9/17/2025  | Venus Disconnects (30)                      | Water & Sewer Fund | Non-Departmental            | \$1,500.00        |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$1,500.00</b> |
| <b>Neca Investments Llc</b>                    |            |                                             |                    |                             |                   |
|                                                | 9/3/2025   | Refunds - 999                               | Water & Sewer Fund | Non-Departmental            | \$131.89          |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$131.89</b>   |
| <b>Pitney Bowes (Meter Rental)</b>             |            |                                             |                    |                             |                   |
|                                                | 9/17/2025  | Postage Machine Rental                      | General Fund       | City-Wide (Non-Departmental | \$468.78          |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$468.78</b>   |
| <b>Public Sector Personnel Consultants Inc</b> |            |                                             |                    |                             |                   |
|                                                | 9/17/2025  | Finalization of Compensation Study          | General Fund       | City Admin Office           | \$5,000.00        |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$5,000.00</b> |
| <b>Pump Solutions Inc.</b>                     |            |                                             |                    |                             |                   |
|                                                | 9/10/2025  | Main & Patriot Estates Lift Station Repairs | Water & Sewer Fund | Sewer Department            | \$661.50          |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$661.50</b>   |
| <b>REF - Callie Green</b>                      |            |                                             |                    |                             |                   |
|                                                | 9/10/2025  | Reimbursement for Sodas for Council         | General Fund       | City Council                | \$20.55           |
| <b>Total</b>                                   |            |                                             |                    |                             | <b>\$20.55</b>    |

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|-------------------------------|------------|---------------------------------------|---------------------|-----------------------|-------------------|
| <b>REF - Desmond Davis</b>    |            |                                       |                     |                       |                   |
|                               | 9/24/2025  | Refund Civic Center Deposit           | General Fund        | Non-Departmental      | \$150.00          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$150.00</b>   |
| <b>REF - Lacey Armstrong</b>  |            |                                       |                     |                       |                   |
|                               | 9/17/2025  | Refund Civic Center Deposit           | General Fund        | Non-Departmental      | \$300.00          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$300.00</b>   |
| <b>REF - Vianai Dominguez</b> |            |                                       |                     |                       |                   |
|                               | 9/10/2025  | Refund Civic Center Deposit           | General Fund        | Non-Departmental      | \$300.00          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$300.00</b>   |
| <b>Regions</b>                |            |                                       |                     |                       |                   |
|                               | 9/24/2025  | Patriot Estates PID 2021 - Agent Fees | Patriot Estates PID | Non-Departmental      | \$7,500.00        |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$7,500.00</b> |
| <b>Rosa Garcia</b>            |            |                                       |                     |                       |                   |
|                               | 9/3/2025   | Refunds - 999                         | Water & Sewer Fund  | Non-Departmental      | \$1.26            |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$1.26</b>     |
| <b>Safebuilt LLC</b>          |            |                                       |                     |                       |                   |
|                               | 9/10/2025  | August Residential Inspections (8)    | General Fund        | Permits & Inspections | \$480.00          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$480.00</b>   |
| <b>Scott Bostic</b>           |            |                                       |                     |                       |                   |
|                               | 9/3/2025   | Refunds - 999                         | Water & Sewer Fund  | Non-Departmental      | \$12.59           |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$12.59</b>    |
| <b>SEAN SMITH</b>             |            |                                       |                     |                       |                   |
|                               | 9/17/2025  | E5046160-01                           | General Fund        | Non-Departmental      | \$500.00          |
|                               | 9/17/2025  | E5046160-01                           | General Fund        | Non-Departmental      | \$250.00          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$750.00</b>   |
| <b>Shannon Sawyer</b>         |            |                                       |                     |                       |                   |
|                               | 9/3/2025   | Refunds - 999                         | Water & Sewer Fund  | Non-Departmental      | \$102.04          |
| <b>Total</b>                  |            |                                       |                     |                       | <b>\$102.04</b>   |

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| Vendor Name                               | Check Date | Description                                   | Fund               | Department         | Amount            |
|-------------------------------------------|------------|-----------------------------------------------|--------------------|--------------------|-------------------|
| <b>Shredamerica LLC</b>                   |            |                                               |                    |                    |                   |
|                                           | 9/3/2025   | City Shred Bin                                | General Fund       | City Admin Office  | \$113.83          |
|                                           | 9/3/2025   | PD Shred Bin                                  | General Fund       | Police Department  | \$92.34           |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$206.17</b>   |
| <b>Southern Star Tractor And Turf LLC</b> |            |                                               |                    |                    |                   |
|                                           | 9/17/2025  | Ultra 1/Oil/Filters - Maintenance             | General Fund       | Parks & Recreation | \$222.35          |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$222.35</b>   |
| <b>State Comptroller</b>                  |            |                                               |                    |                    |                   |
|                                           | 9/4/2025   | August 2025 Sales Tax Collected               | Water & Sewer Fund | Non-Departmental   | \$3,947.57        |
|                                           | 9/4/2025   | August 2025 Sales Tax Purchases               | Water & Sewer Fund | Non-Departmental   | (\$180.45)        |
|                                           | 9/4/2025   | August 2025 Sales Tax Timely Payment Discount | Water & Sewer Fund | Non-Departmental   | (\$18.84)         |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$3,748.28</b> |
| <b>Symbol Arts</b>                        |            |                                               |                    |                    |                   |
|                                           | 9/17/2025  | Badges                                        | General Fund       | Police Department  | \$2,542.50        |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$2,542.50</b> |
| <b>Tarrant County College Nw Campus</b>   |            |                                               |                    |                    |                   |
|                                           | 9/24/2025  | Patrol Rifle - 09/15/25-09/17/25              | General Fund       | Police Department  | \$140.00          |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$140.00</b>   |
| <b>Terry Wilson</b>                       |            |                                               |                    |                    |                   |
|                                           | 9/3/2025   | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$74.51           |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$74.51</b>    |
| <b>Texas Management and Leasing</b>       |            |                                               |                    |                    |                   |
|                                           | 9/3/2025   | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$100.00          |
|                                           | 9/3/2025   | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$94.36           |
|                                           | 9/10/2025  | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$100.00          |
|                                           | 9/10/2025  | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$6.71            |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$301.07</b>   |
| <b>Texas Management And Leasing</b>       |            |                                               |                    |                    |                   |
|                                           | 9/3/2025   | Refunds - 999                                 | Water & Sewer Fund | Non-Departmental   | \$100.00          |
| <b>Total</b>                              |            |                                               |                    |                    | <b>\$100.00</b>   |

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|------------------------------------------|------------|------------------------------------------------------------|--------------------|-------------------|--------------------|
| <b>Texas Municipal Retirement System</b> |            |                                                            |                    |                   |                    |
|                                          | 9/11/2025  | TMRS-Employer<br>8/26/2025                                 | General Fund       | Non-Departmental  | \$14,382.60        |
|                                          | 9/11/2025  | TMRS-Employer<br>8/26/2025                                 | Water & Sewer Fund | Non-Departmental  | \$3,002.61         |
|                                          | 9/11/2025  | TMRS-Employer<br>8/12/2025                                 | General Fund       | Non-Departmental  | \$14,273.20        |
|                                          | 9/11/2025  | TMRS-Employer<br>8/12/2025                                 | Water & Sewer Fund | Non-Departmental  | \$2,794.14         |
|                                          | 9/11/2025  | TMRS-Employer<br>7/29/2025                                 | General Fund       | Non-Departmental  | \$14,014.67        |
|                                          | 9/11/2025  | TMRS-Employer<br>7/29/2025                                 | Water & Sewer Fund | Non-Departmental  | \$2,751.94         |
|                                          | 9/11/2025  | TMRS-Employer<br>Adjustment                                | General Fund       | Non-Departmental  | \$0.05             |
|                                          | 9/11/2025  | TMRS-Employee<br>8/26/2025                                 | General Fund       | Non-Departmental  | \$8,981.10         |
|                                          | 9/11/2025  | TMRS-Employee<br>8/26/2025                                 | Water & Sewer Fund | Non-Departmental  | \$1,874.96         |
|                                          | 9/11/2025  | TMRS-Employee<br>8/12/2025                                 | General Fund       | Non-Departmental  | \$8,912.81         |
|                                          | 9/11/2025  | TMRS-Employee<br>8/12/2025                                 | Water & Sewer Fund | Non-Departmental  | \$1,744.79         |
|                                          | 9/11/2025  | TMRS-Employee<br>7/29/2025                                 | General Fund       | Non-Departmental  | \$8,751.33         |
|                                          | 9/11/2025  | TMRS-Employee<br>7/29/2025                                 | Water & Sewer Fund | Non-Departmental  | \$1,718.44         |
| <b>Total</b>                             |            |                                                            |                    |                   | <b>\$83,202.64</b> |
| <b>Texas Sand And Gravel</b>             |            |                                                            |                    |                   |                    |
|                                          | 9/10/2025  | 1 1/2" Recycled Flex<br>Base                               | General Fund       | Streets           | \$465.74           |
| <b>Total</b>                             |            |                                                            |                    |                   | <b>\$465.74</b>    |
| <b>Texas Sumo Game Rental</b>            |            |                                                            |                    |                   |                    |
|                                          | 9/3/2025   | Pirate Revenge/Rock<br>Wall/Bounce<br>Houses/Generator (2) | General Fund       | Police Department | \$1,830.00         |
| <b>Total</b>                             |            |                                                            |                    |                   | <b>\$1,830.00</b>  |
| <b>The Bulot Company L.L.C</b>           |            |                                                            |                    |                   |                    |
|                                          | 9/3/2025   | Swat Certification Course<br>- H. Gallegos & J. Cole       | General Fund       | Police Department | \$1,498.00         |
| <b>Total</b>                             |            |                                                            |                    |                   | <b>\$1,498.00</b>  |
| <b>Tml Health</b>                        |            |                                                            |                    |                   |                    |
|                                          | 9/5/2025   | Emp Medical-ER<br>7/29/2025                                | General Fund       | Non-Departmental  | \$18,857.61        |

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|-------------------|------------|---------------------------|--------------------|------------------|--------------------|
| <b>Tml Health</b> |            |                           |                    |                  |                    |
|                   | 9/5/2025   | Emp Medical-ER 7/29/2025  | Water & Sewer Fund | Non-Departmental | \$4,025.70         |
|                   | 9/5/2025   | Emp Medical-ER Adjustment | General Fund       | Non-Departmental | \$1,590.70         |
|                   | 9/5/2025   | Emp Medical-ER Adjustment | Water & Sewer Fund | Non-Departmental | \$21.33            |
|                   | 9/5/2025   | Emp Medical-ER 8/12/2025  | General Fund       | Non-Departmental | \$19,294.18        |
|                   | 9/5/2025   | Emp Medical-ER 8/12/2025  | Water & Sewer Fund | Non-Departmental | \$4,025.70         |
|                   | 9/5/2025   | Ch Medical-ER 7/29/2025   | General Fund       | Non-Departmental | \$1,820.34         |
|                   | 9/5/2025   | Ch Medical-ER 7/29/2025   | Water & Sewer Fund | Non-Departmental | \$237.43           |
|                   | 9/5/2025   | Ch Medical-EE 7/29/2025   | General Fund       | Non-Departmental | \$1,820.34         |
|                   | 9/5/2025   | Ch Medical-EE 7/29/2025   | Water & Sewer Fund | Non-Departmental | \$237.43           |
|                   | 9/5/2025   | Ch Medical-ER 8/12/2025   | General Fund       | Non-Departmental | \$1,820.34         |
|                   | 9/5/2025   | Ch Medical-ER 8/12/2025   | Water & Sewer Fund | Non-Departmental | \$237.43           |
|                   | 9/5/2025   | Ch Medical-EE 8/12/2025   | General Fund       | Non-Departmental | \$1,820.34         |
|                   | 9/5/2025   | Ch Medical-EE 8/12/2025   | Water & Sewer Fund | Non-Departmental | \$237.43           |
|                   | 9/5/2025   | Fam Medical-ER 7/29/2025  | General Fund       | Non-Departmental | \$1,624.60         |
|                   | 9/5/2025   | Fam Medical-EE 7/29/2025  | General Fund       | Non-Departmental | \$1,624.60         |
|                   | 9/5/2025   | Fam Medical-ER 8/12/2025  | General Fund       | Non-Departmental | \$1,624.60         |
|                   | 9/5/2025   | Fam Medical-EE 8/12/2025  | General Fund       | Non-Departmental | \$1,624.60         |
|                   | 9/5/2025   | Sp Medical-ER 7/29/2025   | General Fund       | Non-Departmental | \$750.86           |
|                   | 9/5/2025   | Sp Medical-ER 7/29/2025   | Water & Sewer Fund | Non-Departmental | \$107.26           |
|                   | 9/5/2025   | Sp Medical-EE 7/29/2025   | General Fund       | Non-Departmental | \$750.86           |
|                   | 9/5/2025   | Sp Medical-EE 7/29/2025   | Water & Sewer Fund | Non-Departmental | \$107.26           |
|                   | 9/5/2025   | Sp Medical-ER 8/12/2025   | General Fund       | Non-Departmental | \$750.86           |
|                   | 9/5/2025   | Sp Medical-ER 8/12/2025   | Water & Sewer Fund | Non-Departmental | \$107.26           |
|                   | 9/5/2025   | Sp Medical-EE 8/12/2025   | General Fund       | Non-Departmental | \$750.86           |
|                   | 9/5/2025   | Sp Medical-EE 8/12/2025   | Water & Sewer Fund | Non-Departmental | \$107.26           |
|                   | 9/5/2025   | Spouse Med J-ER 7/29/2025 | General Fund       | Non-Departmental | \$107.27           |
|                   | 9/5/2025   | Spouse Med J-ER 7/29/2025 | Water & Sewer Fund | Non-Departmental | \$107.26           |
|                   | 9/5/2025   | Spouse Med J-ER 8/12/2025 | General Fund       | Non-Departmental | \$107.27           |
|                   | 9/5/2025   | Spouse Med J-ER 8/12/2025 | Water & Sewer Fund | Non-Departmental | \$107.26           |
| <b>Total</b>      |            |                           |                    |                  | <b>\$66,406.24</b> |

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|-------------------------------------------------|------------|---------------------------------------|--------------------|------------------|---------------------|
| <b>Trinity River Authority</b>                  |            |                                       |                    |                  |                     |
|                                                 | 9/17/2025  | Debt Service                          | Water & Sewer Fund | Sewer Department | \$153,005.00        |
|                                                 | 9/17/2025  | Operation & Maintenance               | Water & Sewer Fund | Sewer Department | \$37,025.00         |
| <b>Total</b>                                    |            |                                       |                    |                  | <b>\$190,030.00</b> |
| <b>TX State Child Support Disbursement Unit</b> |            |                                       |                    |                  |                     |
|                                                 | 9/12/2025  | Child Support-TX<br>9/9/2025          | General Fund       | Non-Departmental | \$212.60            |
|                                                 | 9/12/2025  | Child Support-TX<br>9/9/2025          | Water & Sewer Fund | Non-Departmental | \$212.60            |
|                                                 | 9/12/2025  | Child Support-TX<br>9/9/2025          | Water & Sewer Fund | Non-Departmental | \$215.08            |
|                                                 | 9/12/2025  | Child Support-TX<br>9/9/2025          | General Fund       | Non-Departmental | \$115.38            |
|                                                 | 9/26/2025  | Child Support-TX<br>9/23/2025         | General Fund       | Non-Departmental | \$212.60            |
|                                                 | 9/26/2025  | Child Support-TX<br>9/23/2025         | Water & Sewer Fund | Non-Departmental | \$212.60            |
|                                                 | 9/26/2025  | Child Support-TX<br>9/23/2025         | Water & Sewer Fund | Non-Departmental | \$215.08            |
|                                                 | 9/26/2025  | Child Support-TX<br>9/23/2025         | General Fund       | Non-Departmental | \$115.38            |
| <b>Total</b>                                    |            |                                       |                    |                  | <b>\$1,511.32</b>   |
| <b>TXU Energy</b>                               |            |                                       |                    |                  |                     |
|                                                 | 9/17/2025  | STLG 1 ESIID 049774                   | General Fund       | Streets          | \$2,273.72          |
|                                                 | 9/17/2025  | STLG 2 ESIID 391223                   | General Fund       | Streets          | \$30.26             |
|                                                 | 9/17/2025  | STLG-A LED 101-140<br>ESID 75         | General Fund       | Streets          | \$50.99             |
|                                                 | 9/17/2025  | STLG-C LED 0-55 ESIID<br>3579         | General Fund       | Streets          | \$944.59            |
|                                                 | 9/17/2025  | STLG-C LED 141-180<br>ESID 55         | General Fund       | Streets          | \$176.39            |
| <b>Total</b>                                    |            |                                       |                    |                  | <b>\$3,475.95</b>   |
| <b>Tyler Ellis</b>                              |            |                                       |                    |                  |                     |
|                                                 | 9/3/2025   | Refunds - 999                         | Water & Sewer Fund | Non-Departmental | \$73.83             |
| <b>Total</b>                                    |            |                                       |                    |                  | <b>\$73.83</b>      |
| <b>U. S. Treasury</b>                           |            |                                       |                    |                  |                     |
|                                                 | 9/11/2025  | Federal W/H 8/26/2025                 | General Fund       | Non-Departmental | \$10,931.08         |
|                                                 | 9/11/2025  | Federal W/H 8/26/2025                 | Water & Sewer Fund | Non-Departmental | \$2,423.63          |
|                                                 | 9/11/2025  | Social Security-Employee<br>8/26/2025 | General Fund       | Non-Departmental | \$7,954.72          |
|                                                 | 9/11/2025  | Social Security-Employee<br>8/26/2025 | Water & Sewer Fund | Non-Departmental | \$1,660.67          |

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| Vendor Name           | Check Date | Description              | Fund               | Department       | Amount     |
|-----------------------|------------|--------------------------|--------------------|------------------|------------|
| <b>U. S. Treasury</b> |            |                          |                    |                  |            |
|                       | 9/11/2025  | Social Security-Employer | General Fund       | Non-Departmental | \$7,954.72 |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/11/2025  | Social Security-Employer | Water & Sewer Fund | Non-Departmental | \$1,660.67 |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/11/2025  | Medicare-Employee        | General Fund       | Non-Departmental | \$1,860.40 |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/11/2025  | Medicare-Employee        | Water & Sewer Fund | Non-Departmental | \$388.39   |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/11/2025  | Medicare-Employer        | General Fund       | Non-Departmental | \$1,860.40 |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/11/2025  | Medicare-Employer        | Water & Sewer Fund | Non-Departmental | \$388.39   |
|                       | 8/26/2025  |                          |                    |                  |            |
|                       | 9/12/2025  | Federal W/H 9/9/2025     | General Fund       | Non-Departmental | \$9,715.46 |
|                       | 9/12/2025  | Federal W/H 9/9/2025     | Water & Sewer Fund | Non-Departmental | \$2,125.17 |
|                       | 9/12/2025  | Social Security-Employee | General Fund       | Non-Departmental | \$7,353.30 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Social Security-Employee | Water & Sewer Fund | Non-Departmental | \$1,566.03 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Social Security-Employer | General Fund       | Non-Departmental | \$7,353.30 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Social Security-Employer | Water & Sewer Fund | Non-Departmental | \$1,566.03 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Medicare-Employee        | General Fund       | Non-Departmental | \$1,719.72 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Medicare-Employee        | Water & Sewer Fund | Non-Departmental | \$366.23   |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Medicare-Employer        | General Fund       | Non-Departmental | \$1,719.72 |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/12/2025  | Medicare-Employer        | Water & Sewer Fund | Non-Departmental | \$366.23   |
|                       | 9/9/2025   |                          |                    |                  |            |
|                       | 9/24/2025  | Federal W/H 9/23/2025    | General Fund       | Non-Departmental | \$9,668.89 |
|                       | 9/24/2025  | Federal W/H 9/23/2025    | Water & Sewer Fund | Non-Departmental | \$1,968.97 |
|                       | 9/24/2025  | Social Security-Employee | General Fund       | Non-Departmental | \$7,179.74 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Social Security-Employee | Water & Sewer Fund | Non-Departmental | \$1,468.26 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Social Security-Employer | General Fund       | Non-Departmental | \$7,179.74 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Social Security-Employer | Water & Sewer Fund | Non-Departmental | \$1,468.26 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Medicare-Employee        | General Fund       | Non-Departmental | \$1,690.19 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Medicare-Employee        | Water & Sewer Fund | Non-Departmental | \$354.44   |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Medicare-Employer        | General Fund       | Non-Departmental | \$1,690.19 |
|                       | 9/23/2025  |                          |                    |                  |            |
|                       | 9/24/2025  | Medicare-Employer        | Water & Sewer Fund | Non-Departmental | \$354.44   |
|                       | 9/23/2025  |                          |                    |                  |            |

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| Vendor Name                      | Check Date | Description                                     | Fund               | Department         | Amount              |
|----------------------------------|------------|-------------------------------------------------|--------------------|--------------------|---------------------|
| <b>U. S. Treasury</b>            |            |                                                 |                    |                    |                     |
| <b>Total</b>                     |            |                                                 |                    |                    | <b>\$103,957.38</b> |
| <b>Unique Style Engraving</b>    |            |                                                 |                    |                    |                     |
|                                  | 9/17/2025  | Laser Engraved 10 Year Anniversary              | General Fund       | City Admin Office  | \$120.00            |
| <b>Total</b>                     |            |                                                 |                    |                    | <b>\$120.00</b>     |
| <b>United Cooperative</b>        |            |                                                 |                    |                    |                     |
|                                  | 9/29/2025  | 106623-001 N FM 157 WWTP                        | Water & Sewer Fund | Sewer Department   | \$306.41            |
|                                  | 9/29/2025  | 106623-002 CR 213 Lift Station                  | Water & Sewer Fund | Sewer Department   | \$32.89             |
|                                  | 9/29/2025  | 106623-003 Plainview Acres Lift Station         | Water & Sewer Fund | Sewer Department   | \$32.50             |
|                                  | 9/29/2025  | 106623-005 CR 214 Lift Station                  | Water & Sewer Fund | Sewer Department   | \$51.04             |
|                                  | 9/29/2025  | 106623-007 FM 1807 Lift Station                 | Water & Sewer Fund | Sewer Department   | \$32.76             |
|                                  | 9/29/2025  | 106623-009 CR 214 Lift Station                  | Water & Sewer Fund | Sewer Department   | \$733.05            |
|                                  | 9/29/2025  | 1066623-010 Antique Street Lights               | Water & Sewer Fund | Sewer Department   | \$275.04            |
|                                  | 9/29/2025  | 1066623-011 CR 214/TS2/3PH/C11                  | Water & Sewer Fund | Sewer Department   | \$22.21             |
|                                  | 9/29/2025  | 1066623-012 WWTP 3PH                            | Water & Sewer Fund | Sewer Department   | \$42.31             |
|                                  | 9/29/2025  | 1066623-013 213 Lift Station                    | Water & Sewer Fund | Sewer Department   | \$115.35            |
|                                  | 9/29/2025  | 1066623-014 FM 157/Lift Station                 | Water & Sewer Fund | Sewer Department   | \$76.31             |
|                                  | 9/29/2025  | 1066623-015 FM 1807/Water Tower                 | Water & Sewer Fund | Sewer Department   | \$32.87             |
|                                  | 9/29/2025  | 1066623-016 FM 157/Water Well                   | Water & Sewer Fund | Sewer Department   | \$166.52            |
| <b>Total</b>                     |            |                                                 |                    |                    | <b>\$1,919.26</b>   |
| <b>Usio Output Solutions Inc</b> |            |                                                 |                    |                    |                     |
|                                  | 9/3/2025   | Postage - Bill Job & Late Notice Job            | Water & Sewer Fund | Administration     | \$1,418.15          |
|                                  | 9/3/2025   | Print Preparation - Bill Job & Late Notices Job | Water & Sewer Fund | Administration     | \$539.48            |
| <b>Total</b>                     |            |                                                 |                    |                    | <b>\$1,957.63</b>   |
| <b>Venus Auto Parts LLC</b>      |            |                                                 |                    |                    |                     |
|                                  | 9/3/2025   | Gas Can 5 Gallon (2) & Lucas 2 Cycle Oil (2)    | General Fund       | Parks & Recreation | \$109.96            |

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| Vendor Name                 | Check Date | Description                                     | Fund               | Department         | Amount          |
|-----------------------------|------------|-------------------------------------------------|--------------------|--------------------|-----------------|
| <b>Venus Auto Parts LLC</b> |            |                                                 |                    |                    |                 |
|                             | 9/3/2025   | Electrical Box/Gfci Receptacles/Electrical Tape | General Fund       | Fire Department    | \$42.97         |
|                             | 9/3/2025   | USB Cable & USB Adapter                         | General Fund       | Fire Department    | \$29.98         |
|                             | 9/3/2025   | Anchors (8)                                     | General Fund       | Fire Department    | \$7.60          |
|                             | 9/10/2025  | Battery & 100ft Water Hose                      | Water & Sewer Fund | Sewer Department   | \$132.99        |
|                             | 9/10/2025  | Battery & 100ft Water Hose                      | Water & Sewer Fund | Water Department   | \$132.99        |
|                             | 9/17/2025  | Letter/Stencils                                 | Water & Sewer Fund | Water Department   | \$17.99         |
|                             | 9/17/2025  | Putty Knife/Spackling/Sanding Block             | General Fund       | Parks & Recreation | \$15.77         |
|                             | 9/24/2025  | Wasp Hornet Spray (12)                          | Water & Sewer Fund | Sewer Department   | \$59.88         |
|                             | 9/24/2025  | VP Fuel Treatment (2)                           | Water & Sewer Fund | Water Department   | \$51.98         |
|                             | 9/24/2025  | Loppers                                         | General Fund       | Parks & Recreation | \$21.99         |
|                             | 9/24/2025  | 3/8 Air Hose                                    | General Fund       | Parks & Recreation | \$19.99         |
|                             | 9/24/2025  | Washer Fluid All Season (3)                     | General Fund       | Streets            | \$19.47         |
|                             | 9/24/2025  | 4ft Bulbs (2)                                   | General Fund       | Parks & Recreation | \$13.98         |
|                             | 9/24/2025  | Great Stuff                                     | Water & Sewer Fund | Sewer Department   | \$10.99         |
|                             | 9/24/2025  | Misc Bolts                                      | Water & Sewer Fund | Water Department   | \$10.55         |
|                             | 9/24/2025  | Wasp Hornet Spray (2)                           | Water & Sewer Fund | Sewer Department   | \$9.98          |
| <b>Total</b>                |            |                                                 |                    |                    | <b>\$709.06</b> |
| <b>Venus Mobil 1</b>        |            |                                                 |                    |                    |                 |
|                             | 9/10/2025  | 2021 Ford F-150 Oil Change                      | Water & Sewer Fund | Water Department   | \$85.93         |
| <b>Total</b>                |            |                                                 |                    |                    | <b>\$85.93</b>  |
| <b>Walmart</b>              |            |                                                 |                    |                    |                 |
|                             | 9/26/2025  | Cups/Heavy Whipping Cream/Duster/ Zebra 2CT     | General Fund       | Streets            | \$11.72         |
|                             | 9/26/2025  | Cups/Heavy Whipping Cream/Duster/ Zebra 2CT     | General Fund       | Parks & Recreation | \$11.72         |
|                             | 9/26/2025  | Cups/Heavy Whipping Cream/Duster/ Zebra 2CT     | Water & Sewer Fund | Administration     | \$11.72         |
|                             | 9/26/2025  | Journals (11) & Grips 20CT                      | General Fund       | Streets            | \$21.49         |
|                             | 9/26/2025  | Journals (11) & Grips 20CT                      | General Fund       | Parks & Recreation | \$21.49         |

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| Vendor Name                     | Check Date | Description                    | Fund               | Department                    | Amount            |
|---------------------------------|------------|--------------------------------|--------------------|-------------------------------|-------------------|
| <b>Walmart</b>                  |            |                                |                    |                               |                   |
|                                 | 9/26/2025  | Journals (11) & Grips<br>20CT  | Water & Sewer Fund | Administration                | \$21.50           |
| <b>Total</b>                    |            |                                |                    |                               | <b>\$99.64</b>    |
| <b>Wex Bank</b>                 |            |                                |                    |                               |                   |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Fire Department               | \$1,404.56        |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Parks & Recreation            | \$513.74          |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Permits & Inspections         | \$109.32          |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Streets                       | \$486.25          |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Code Enforce/Animal<br>Contr  | \$250.16          |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | General Fund       | Police Department             | \$3,650.73        |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | Water & Sewer Fund | Water Department              | \$542.85          |
|                                 | 9/29/2025  | Fuel 08.24.25 - 09.23.25       | Water & Sewer Fund | Sewer Department              | \$542.85          |
|                                 | 9/29/2025  | Paper Statement Fee            | General Fund       | Non-Departmental              | \$10.00           |
|                                 | 9/29/2025  | Rebate                         | General Fund       | Non-Departmental              | (\$87.46)         |
| <b>Total</b>                    |            |                                |                    |                               | <b>\$7,423.00</b> |
| <b>Xerox Financial Services</b> |            |                                |                    |                               |                   |
|                                 | 9/17/2025  | September 2025 Copier<br>Lease | Water & Sewer Fund | Administration                | \$166.05          |
|                                 | 9/17/2025  | September 2025 Copier<br>Lease | General Fund       | City Admin Office             | \$37.67           |
|                                 | 9/17/2025  | September 2025 Copier<br>Lease | General Fund       | City-Wide (Non-<br>Department | \$166.06          |
|                                 | 9/17/2025  | September 2025 Copier<br>Lease | General Fund       | Police Department             | \$166.06          |
| <b>Total</b>                    |            |                                |                    |                               | <b>\$535.84</b>   |
| <b>Zachary Walker</b>           |            |                                |                    |                               |                   |
|                                 | 9/3/2025   | Refunds - 999                  | Water & Sewer Fund | Non-Departmental              | \$99.22           |
| <b>Total</b>                    |            |                                |                    |                               | <b>\$99.22</b>    |

### Vendor Totals

|                                              |              |
|----------------------------------------------|--------------|
| Aflac                                        | \$2,609.84   |
| Alexis Clair                                 | \$104.86     |
| Amazon Capital Services                      | \$3,341.54   |
| Amber Jutila                                 | \$99.22      |
| Ameriflex                                    | \$278.10     |
| Anna Esquivel                                | \$14.59      |
| Armstrong Forensic Laboratory, Inc           | \$200.00     |
| AT&T Mobility                                | \$2,430.37   |
| Atmos Energy Corp.                           | \$177.31     |
| Auc Group, LLC                               | \$14,750.00  |
| Axon Enterprise, Inc                         | \$2,357.42   |
| Bill J. Scott                                | \$1,000.00   |
| Biltmore Homes                               | \$51.29      |
| Blades Group, LLC                            | \$1,578.00   |
| Blue to Gold, LLC                            | \$225.00     |
| Bnsf Railway Company                         | \$2,975.13   |
| Brightland Homes Ltd                         | \$82.65      |
| Britton Meter Supply, Inc.                   | \$697.84     |
| Careflite                                    | \$317.00     |
| Carlos Garcia                                | \$12.55      |
| Carol Johnson                                | \$99.22      |
| Central Appraisal District Of Johnson County | \$9,699.51   |
| Ciara Braniff                                | \$238.03     |
| Cintas                                       | \$456.08     |
| Citibank                                     | \$9,708.89   |
| City of Cedar Hill                           | \$1,200.00   |
| City Of Midlothian                           | \$105,134.35 |
| Civicplus, LLC                               | \$6,898.50   |

### Vendor Totals

|                                           |             |
|-------------------------------------------|-------------|
| Classic Turf Equipment Parts And Services | \$711.42    |
| Cleburne Times Review                     | \$402.80    |
| Commercial Roofing Systems, LLC           | \$4,200.00  |
| Core & Main LP                            | \$4,330.20  |
| Dearborn Life Insurance Co                | \$3,539.69  |
| Deborah Sessions                          | \$102.04    |
| Devin Vann                                | \$45.62     |
| Dragonfly Lane Cookies                    | \$84.00     |
| Drop Shot Pest Control                    | \$444.00    |
| Edward Lantz                              | \$31.51     |
| Eight 20 Consulting                       | \$3,500.00  |
| Ellis Central Appraisal District          | \$3,456.91  |
| Enterprise Fleet Management Inc           | \$26,386.10 |
| Environmental Monitoring Laboratory, LLC  | \$528.00    |
| Equipmentsshare                           | \$1,603.55  |
| First Check                               | \$25.50     |
| Frontier Communications                   | \$110.72    |
| Frontier Waste                            | \$68,976.50 |
| Galls Incorporated                        | \$224.19    |
| Gexa Energy                               | \$7,606.66  |
| Holly Stephens                            | \$99.22     |
| Hustler Turf Equipment, Inc.              | \$34,581.00 |
| Impact Promotional Services               | \$319.66    |
| Interface Security Systems LLC            | \$39.80     |
| Iwerk                                     | \$5,085.73  |
| Jeremiah Lopez                            | \$532.55    |
| Johnson County Treasurer                  | \$69.94     |
| Kimley-Horn And Associates, Inc.          | \$11,775.00 |

### Vendor Totals

|                                         |            |
|-----------------------------------------|------------|
| Lgi Homes                               | \$152.38   |
| Lgi Homes                               | \$4.79     |
| LGI Living LLC                          | \$70.22    |
| Mccreary, Veselka, Bragg And Allen P.C. | \$902.19   |
| Metlife                                 | \$3,947.17 |
| Metro Valve Products                    | \$1,800.00 |
| Michael B. Halla                        | \$6,000.00 |
| Michael Sarratt                         | \$99.22    |
| Midlo H2O                               | \$90.00    |
| Mountain Peak Special Utility District  | \$1,500.00 |
| Neca Investments Llc                    | \$131.89   |
| Pitney Bowes (Meter Rental)             | \$468.78   |
| Public Sector Personnel Consultants Inc | \$5,000.00 |
| Pump Solutions Inc.                     | \$661.50   |
| REF - Callie Green                      | \$20.55    |
| REF - Desmond Davis                     | \$150.00   |
| REF - Lacey Armstrong                   | \$300.00   |
| REF - Vianai Dominguez                  | \$300.00   |
| Regions                                 | \$7,500.00 |
| Rosa Garcia                             | \$1.26     |
| Safebuilt LLC                           | \$480.00   |
| Scott Bostic                            | \$12.59    |
| SEAN SMITH                              | \$500.00   |
| SEAN SMITH                              | \$250.00   |
| Shannon Sawyer                          | \$102.04   |
| Shredamerica LLC                        | \$206.17   |
| Southern Star Tractor And Turf LLC      | \$222.35   |
| State Comptroller                       | \$3,748.28 |

## Vendor Totals

|                                          |                     |
|------------------------------------------|---------------------|
| Symbol Arts                              | \$2,542.50          |
| Tarrant County College Nw Campus         | \$140.00            |
| Terry Wilson                             | \$74.51             |
| Texas Management and Leasing             | \$194.36            |
| Texas Management and Leasing             | \$100.00            |
| Texas Management and Leasing             | \$6.71              |
| Texas Management And Leasing             | \$100.00            |
| Texas Municipal Retirement System        | \$83,202.64         |
| Texas Sand And Gravel                    | \$465.74            |
| Texas Sumo Game Rental                   | \$1,830.00          |
| The Bulot Company L.L.C                  | \$1,498.00          |
| Tml Health                               | \$66,406.24         |
| Trinity River Authority                  | \$190,030.00        |
| TX State Child Support Disbursement Unit | \$1,511.32          |
| TXU Energy                               | \$3,475.95          |
| Tyler Ellis                              | \$73.83             |
| U. S. Treasury                           | \$103,957.38        |
| Unique Style Engraving                   | \$120.00            |
| United Cooperative                       | \$1,919.26          |
| Usio Output Solutions Inc                | \$1,957.63          |
| Venus Auto Parts LLC                     | \$709.06            |
| Venus Mobil 1                            | \$85.93             |
| Walmart                                  | \$99.64             |
| Wex Bank                                 | \$7,423.00          |
| Xerox Financial Services                 | \$535.84            |
| Zachary Walker                           | \$99.22             |
| <b>Grand Total:</b>                      | <b>\$848,729.74</b> |

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Ratifying Secondary Manufacturers National Opioid Settlement  
**Department/Office:** Finance

**Summary:**

Ratifying our inclusion in a Secondary Manufacturers National Opioid Settlement

**Recommended Action:**

Approve

**Budget:**

Could be a positive impact if funds are available to the State of Texas.

**Attachments:**

1. national\_opioid\_settlement\_notice\_settlement\_overview
2. Opioids-Implementation-Administrator-DocuSign-Instructions-for-Participation-Agreements-07.14.25

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Venus town, TX  
Rubris Reference Number: CL-1772816

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID  
SETTLEMENTS.***

**SETTLEMENT OVERVIEW**

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

**First**, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

**Second**, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

### **WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?**

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them.*  
**Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.**

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?**

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

## Opioids: Implementation Administrator

Participation Agreements: DocuSign Instructions

Updated July 14, 2025

Settlement Participation forms for the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus National Opioid Settlements will be issued by the Implementation Administrator, Rubris Inc, via DocuSign for all subdivisions and special districts within the settling states that are eligible to participate in these settlements.

Please add [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) to your “safe” list, so emails do not go to spam / junk folders. Please monitor your email for the Participation Forms and instructions. The DocuSign email will have the following subject, sender, and recipients:

| Item              | Description                                                                      |
|-------------------|----------------------------------------------------------------------------------|
| Subject           | Action Required: New National Opioid Settlement – Participation Forms - CL-12345 |
| Address of Sender | <a href="mailto:dse_na3@docusign.net">dse_na3@docusign.net</a>                   |
| Sender            | Opioids Implementation Administrator                                             |
| Recipients        | Subdivision and/or Attorney contacts who received settlement notice              |

All questions related to participation agreements should be sent to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). If an email recipient responds to the email from DocuSign, their response will be sent to this email address. Rubris is monitoring and managing all requests to this email account.

Below are the instructions for reviewing and executing Participation Agreements via DocuSign, as well as printing and returning a signed Participation Agreement with a manual signature.

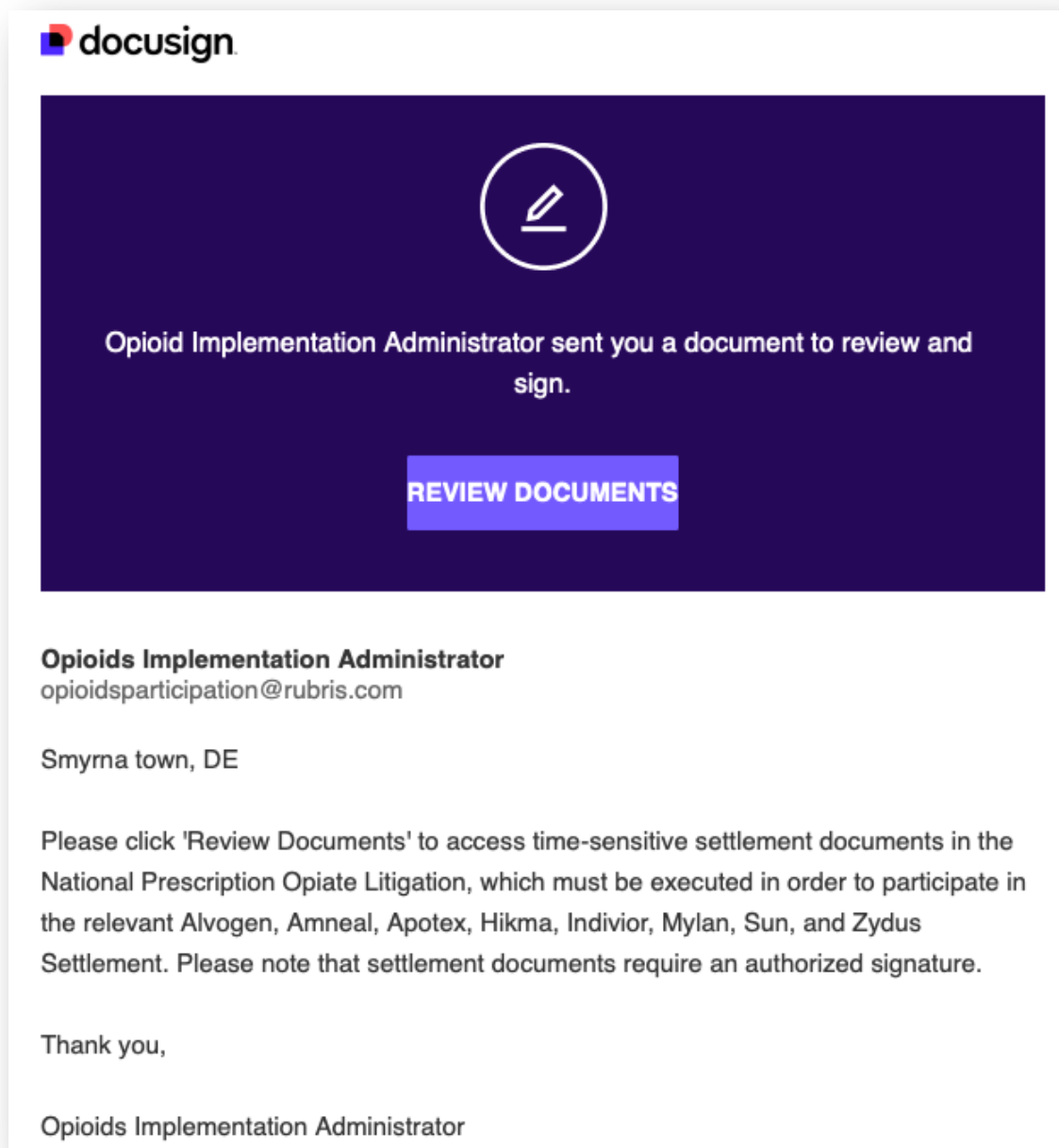
### Steps for Reviewing and Executing Participation Agreements via DocuSign

| Step                                                                                                                                                                        | Comments                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Step 1: Click on “Review Documents”                                                                                                                                         | After clicking this button, a new browser window will open where you can begin the DocuSign process                                                                                                 |
| Step 2: If you are the authorized signer, click on “Agree” and “Continue”                                                                                                   | If you are <b>not</b> the authorized signer, click on “Other Options” and select “Assign to Someone Else”<br><br>Instructions for “Assign to Someone Else” are outlined on page 7 of this document. |
| Step 3: Review the cover letter                                                                                                                                             |                                                                                                                                                                                                     |
| Step 4: Confirm the Governmental Entity Name and State are correct and enter the Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement | Fields with a red outline are required                                                                                                                                                              |
| Step 5: Sign Each Participation Agreement                                                                                                                                   | Signature, Name, and Title are required for each Participation Agreement; The date will auto populate by DocuSign                                                                                   |

## Steps for Reviewing and Executing Documents via DocuSign

Step 1: Click on “Review Documents”

After clicking this button, a new browser window will open where you can begin the DocuSign process





Step 2: If you are the assigned signer, click on “Agree” and “Continue”

If you are not the assigned signer, click on “Other Options” and select “Assign to Someone Else”

**Please Note:** The “Assigned Signer” was determined by using from the previous wave of settlements. If you received this as the “Assigned Signer”, but believe this to be incorrect, you may assign it to someone else. Instructions for “Assign to Someone Else” are outlined on page 7 of this document.

 **docuSign**

Review and continue

Smyrna town, DE

Please click 'Review Documents' to access time-sensitive settlement documents in the National Prescription Opiate Litigation, which must be executed in order to participate in the relevant Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Settlement. Please note that settlement documents require an authorized signature.

Each package has one authorized signer. If you are the authorized signer, you will see 'Opioids Implementation Administrator sent you a document to **review and sign**' above. If you are not the authorized signer, you will see 'Opioids Implementation Administrator sent you a **copy**' above and you are being copied for informational purposes. For DocuSign instructions, including reassigning the assigned signer, please reference the DocuSign instructions [linked here](#).

Thank you,

Opioids Implementation Administrator

Please read the [Electronic Record and Signature Disclosure](#).

☒ I agree to use electronic records and signatures. \*

Change Language - English (US) ▾

Other Options ▾

Continue



### Step 3: Review the cover letter

Please review the documents below.

**FINISH** **OTHER ACTIONS** ▾

DocuSign Envelope ID: 8B75BC7F-3B1F-48B8-ABDB-EA35B3525C55

DEMONSTRATION DOCUMENT ONLY  
PROVIDED BY DOCUSIGN ONLINE SIGNING SERVICE  
999 3rd Ave, Suite 1700 • Seattle • Washington 98104 • (206) 219-0200  
www.docusign.com

**START**

Sample State Cover letter

### Step 4: Confirm the Governmental Entity Name and State are correct and populate Governmental Entity Details in the box at the top of Page 1 of the Participation Agreement

DocuSign Envelope ID: 5DF1B3A2-60F8-4FF9-950C-83ABBB58A989

DEMONSTRATION DOCUMENT ONLY  
PROVIDED BY DOCUSIGN ONLINE SIGNING SERVICE  
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**EXHIBIT K**

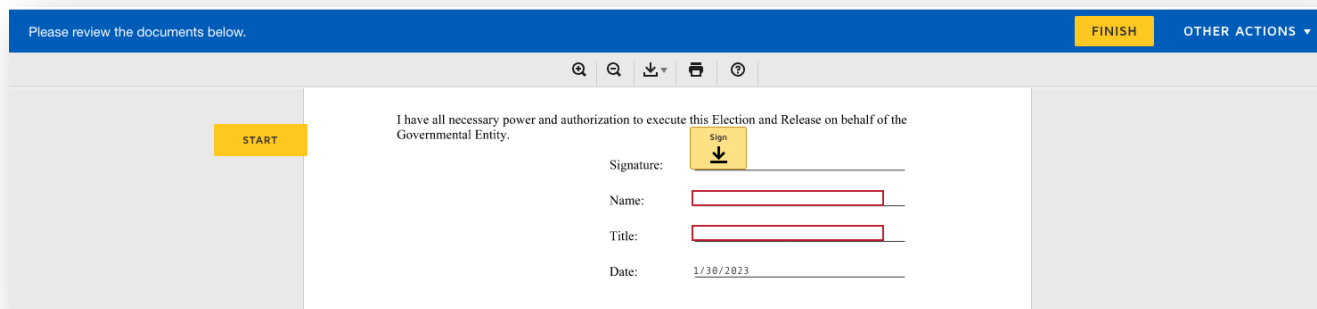
**Subdivision Participation and Release Form**

|                                  |           |
|----------------------------------|-----------|
| Governmental Entity: Smyrna town | State: DE |
| Authorized Signatory:            |           |
| Address 1:                       |           |
| Address 2:                       |           |
| City, State, Zip:                |           |
| Phone:                           |           |
| Email:                           |           |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement

## Step 5: Sign the Participation Agreement

Signature, Name, and Title are required; The date will be auto populated by DocuSign. Select “Finish” to send all completed documents.



Please review the documents below.

**START**

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

**Sign**

Signature: \_\_\_\_\_

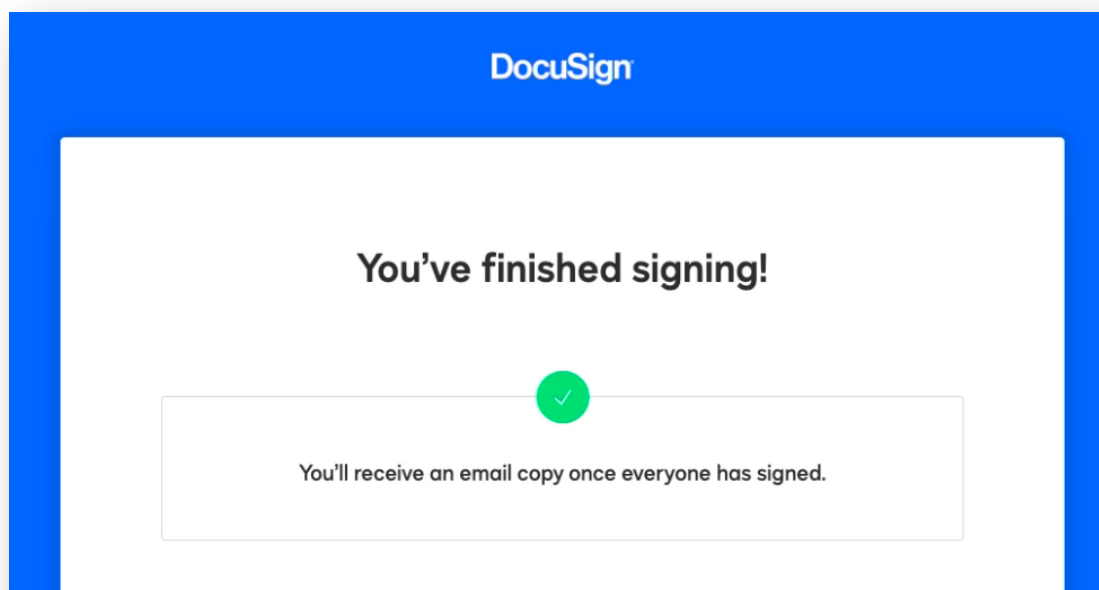
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 1/30/2023

**FINISH** OTHER ACTIONS ▾

Once finished, you will receive an email copy for your records.



**DocuSign**

**You've finished signing!**



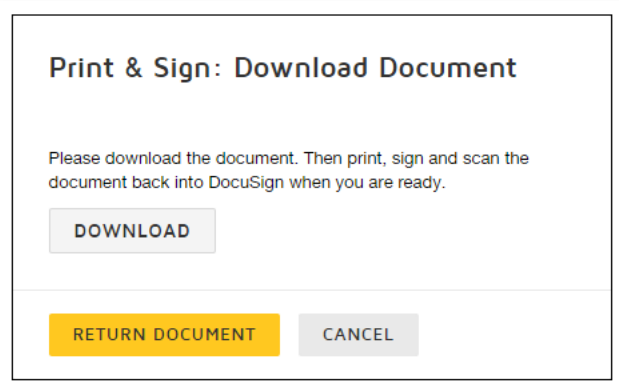
You'll receive an email copy once everyone has signed.

### Steps to Return Signed Participation Agreements with a Manual Signature:

DocuSign allows participation agreements to be downloaded, signed manually, then scanned and uploaded to DocuSign, and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with an electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.

Step 1: From the document you are signing, open the menu by clicking "Other Options"

Step 2: Click "Print & Sign". You can save the document(s) to your computer by clicking "Download"

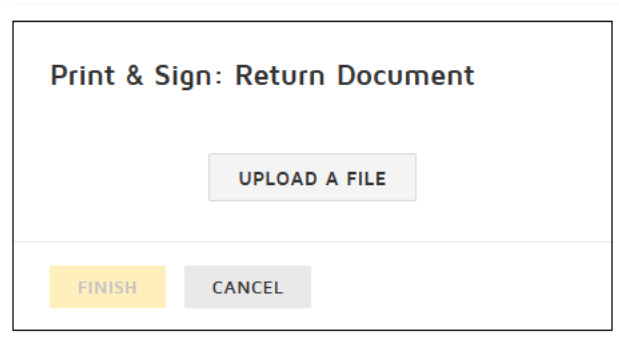


Step 3: Print the documents, populate, and sign the printed pages as needed

Step 4: Scan the signed documents back into your computer

Step 5: In the "Print & Sign: Download Document" dialog box, click "Return Document"

Step 6: Click "Upload A File" and select the signed electronic file version of your document to upload

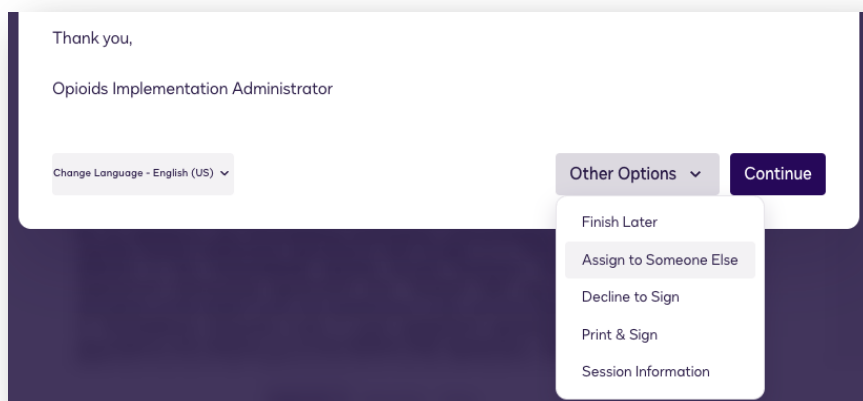


Step 7: Once the file is uploaded, the file name and number of pages will be shown in the dialog box. Ensure the correct document is uploaded and click "Finish" to send the document

## Steps to “Assign to Someone Else”

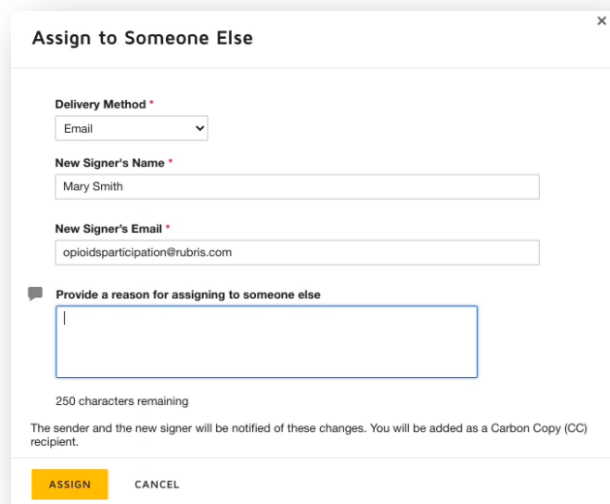
Step 1: Select “Other Options”

Step 2: Select “Assign to Someone Else”



Step 3: Enter the requested information for the Assigned Signer and click “Assign”

- The new signer will be notified You will be copied on all DocuSign emails sent to the new signer

A screenshot of a "Assign to Someone Else" form. The form has a title bar with a close button. It contains the following fields: "Delivery Method" with a dropdown menu showing "Email"; "New Signer's Name" with a text box containing "Mary Smith"; "New Signer's Email" with a text box containing "opioidsparticipation@rubris.com"; and a larger text box for "Provide a reason for assigning to someone else" with a cursor inside. Below the text box, it says "250 characters remaining". At the bottom, there is a note: "The sender and the new signer will be notified of these changes. You will be added as a Carbon Copy (CC) recipient." and two buttons: "ASSIGN" (orange) and "CANCEL" (grey).

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Ratify 2024-25 Audit Engagement agreement  
**Department/Office:** Finance

**Summary:**

Annual audits require a signed acknowledgment each year that sets forth the guidelines and timeframes for the work to be performed, when it will be completed, and presentation of the completed financial report.

**Recommended Action:**

Ratify agreement so that we can obtain audit services for the prior fiscal year.

**Budget:**

Annual audits are accounted for in the budget.

**Attachments:**

1. Signed engagement letter for Auditing services 24 25



September 1, 2025

City of Venus, Texas  
700 W. Hwy 67  
Venus, Texas 76084

City Council and Management:

The following represents our understanding of the services we will provide the City of Venus, Texas (the "Entity").

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Entity as of September 30, 2025, and for the year then ended and the related notes, which collectively comprise the Entity's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.

## OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston  
NEW MEXICO | Albuquerque



- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements and Schedules.

### **Auditor Responsibilities**

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and those in charge of governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.
- c. To provide us with:
  - i. Access to all information of which management is aware is relevant to the preparation and fair presentation of the basic financial statements including disclosures such as records, documentation, and other matters.
  - ii. Additional information that we may request from management for the purpose of the audit.
  - iii. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence.

- iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report.
- v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us.
- e. For identifying and ensuring that the Entity complies with the laws and regulations applicable to its activities.
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole.
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work.
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the Entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials.
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

We will also assist in preparing the financial statements and related notes of the Entity in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements and related notes of the Entity as previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results

of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures previously outlined. Our firm in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

### **Engagement Administration, Fees and Timing**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

|                                                 |               |
|-------------------------------------------------|---------------|
| Document internal control and preliminary tests | October 2025  |
| Mail confirmations                              | October 2025  |
| Perform year-end audit procedures               | November 2025 |
| Issue audit report                              | March 2026    |

Paula Lowe is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$45,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

**Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You authorize us to disclose any and all information you furnish to us in connection with the services provided under this engagement, including audit procedures, to third-party service providers who assist us in fulfilling our professional responsibilities. These service providers may be located within or outside the United States. Such disclosures may include, but are not limited to, confidential financial or investment information necessary to complete assessments or verify valuations. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

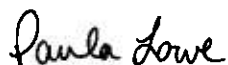
- Our view about the qualitative aspects of the Entity's significant accounting practices.
- Significant difficulties, if any, encountered during the audit.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management consultations with other accountants, if any.
- Significant issues, if any, arise from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,  
Pattillo, Brown & Hill, L.L.P.



Paula Lowe, CPA  
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Venus, Texas by:

Name: Becky Wilkins

Title: Finance Director

Date: 10-8-2025



## Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

***Erickson Krentel, LLP***

Certified Public Accountants

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Quarterly Investment Report  
**Department/Office:** Finance

**Summary:**

Quarterly Investment Report as required by Public Funds Investment Act.

**Recommended Action:**

Approval

**Budget:**

No budget impact

**Attachments:**

1. QTR Inv Report J-A-S 2025

City of Venus  
Summary of Investment Portfolio Activity  
07/01/2025 to 09/30/2025

**All Accounts**

| Account Type                          | Beginning<br>Balance | Purchases\<br>Additions | Sales\<br>Reductions | Ending<br>Balance | Increases\<br>(Decreases) | Market \<br>Value |
|---------------------------------------|----------------------|-------------------------|----------------------|-------------------|---------------------------|-------------------|
| <b>General Fund Fund 10</b>           |                      |                         |                      |                   |                           |                   |
| Claim on Cash                         | 1,627,127            | -1,645,360              | 809,863              | 791,631           | -2,455,223                | 791,631           |
| Pinnacle-General Fund Savings         | 1,676,226            | 0                       | 8,450                | 1,684,676         | -8,450                    | 1,684,676         |
| Pinnacle-MERP Fund                    | 7,617                | -7,512                  | 0                    | 105               | -7,512                    | 105               |
| Texpool GF                            | 3,454,177            | 0                       | 37,487               | 3,491,663         | -37,487                   | 3,491,663         |
|                                       | 6,765,146            | -1,645,360              | 818,313              | 5,968,075         | -2,508,671                | 2,476,307         |
| <b>2020 Bond Proceeds Fund 11</b>     |                      |                         |                      |                   |                           |                   |
| Claim on Cash                         | -31,633              | 0                       | -22,130              | -53,763           | 22,130                    | -53,763           |
| Texpool                               | 4,538,018            | 0                       | 59,249               | 4,597,267         | 59,249                    | 4,597,267         |
| Total                                 | 4,506,385            | -3,298,231              | 1,651,983            | 4,543,504         | 81,379                    | 4,543,504         |
| <b>Restricted Funds Funds 20-51</b>   |                      |                         |                      |                   |                           |                   |
| Claim on Cash-Debt Service (20)       | 757,391              | -202,006                | 4,587                | 559,972           | -197,419                  | 559,972           |
| Claim on Cash-VCSDC (30)              | 572,725              | -43,502                 | 114,408              | 643,630           | 70,906                    | 643,630           |
| Pinnacle-VCSDC (30)                   | 305,093              | -324                    | 962                  | 305,731           | 638                       | 305,731           |
| Claim on Cash-Special Events (35)     | -21,042              | 0                       | 0                    | -21,042           | 0                         | -21,042           |
| Claim on Cash-ARPA (40)               | 190,112              | -54,508                 | 0                    | 135,605           | -54,508                   | 135,605           |
| Claim on Cash-Court Technology (45)   | 9,681                | -4                      | 401                  | 10,078            | 397                       | 10,078            |
| Claim on Cash-Court Security (46)     | 17,977               | -5                      | 480                  | 18,452            | 475                       | 18,452            |
| Claim on Cash-Truancy Prevention (47) | 15,228               | 0                       | 127                  | 15,356            | 127                       | 15,356            |
| Claim on Cash-Street Tax Maint. (50)  | 213,375              | -44,396                 | 56,454               | 225,434           | 12,058                    | 225,434           |
| Claim on Cash-Street Tax CIP (51)     | 260,000              | 0                       | 0                    | 260,000           | 0                         | 260,000           |
|                                       | 2,320,541            | -344,745                | 177,420              | 2,153,217         | -167,325                  | 2,153,217         |

**TIRZ & PIDS Funds 52-57**

|                             |         |   |   |         |   |         |
|-----------------------------|---------|---|---|---------|---|---------|
| Claim on Cash-TIRZ #1       | 566,940 | 0 | 0 | 566,940 | 0 | 566,940 |
| Claim on Cash-Allied PID    | -4,712  | 0 | 0 | -4,712  | 0 | -4,712  |
| Claim on Cash-Blue Stem PID | 11,188  | 0 | 0 | 11,188  | 0 | 11,188  |
| Pinnacle-Blue Stem PID      | 29,787  | 0 | 0 | 29,787  | 0 | 29,787  |
| Brahman Ranch PID           | 16,860  | 0 | 0 | 16,860  | 0 | 16,860  |
| Patriot Estates PID         | -235    | 0 | 0 | -235    | 0 | -235    |
| Total                       | 619,827 | 0 | 0 | 619,827 | 0 | 619,827 |

**Water & Sewer Funds 60-62**

| Account Type                | Beginning<br>Balance | Purchases\<br>Additions | Sales\<br>Reductions | Ending<br>Balance | Increases\<br>(Decreases) | Market \<br>Value |
|-----------------------------|----------------------|-------------------------|----------------------|-------------------|---------------------------|-------------------|
| Claim on Cash               | 464,080              | -1,451,969              | 1,278,519            | 290,630           | -173,450                  | 290,630           |
| Pinnacle Savings            | 251,378              | 0                       | 158                  | 251,536           | 158                       | 251,536           |
| Pinnacle Interest & Sinking | 445,523              | 0                       | 281                  | 445,804           | 281                       | 445,804           |
| TexPool                     | 723,335              | 0                       | 7,879                | 731,214           | 7,879                     | 731,214           |
| Water Impact Fees           | 10,500               | 0                       | 3,500                | 14,000            | 3,500                     | 14,000            |
| Sewer Impact Fees           | 17,500               | 0                       | 3,500                | 21,000            | 3,500                     | 21,000            |
| Total                       | 1,912,316            | -1,451,969              | 1,293,836            | 1,754,183         | -158,132                  | 1,754,183         |

**2018 CO Bond Fund 64**

|               |          |   |   |          |   |          |
|---------------|----------|---|---|----------|---|----------|
| Claim on Cash | -173,755 | 0 | 0 | -173,755 | 0 | -173,755 |
| Texpool       | -1,668   | 0 | 0 | -1,668   | 0 | -1,668   |
| Total         | -175,424 | 0 | 0 | -175,424 | 0 | -175,424 |

**Brahman Ranch WW Fund 66**

|               |          |         |   |          |         |          |
|---------------|----------|---------|---|----------|---------|----------|
| Claim on Cash | -531,762 | -44,250 | 0 | -576,012 | -44,250 | -576,012 |
| Total         | -531,762 | -44,250 | 0 | -576,012 | -44,250 | -576,012 |

| <b>2018 Bond Fund 70</b>    |           |            |           |           |            |           |  |
|-----------------------------|-----------|------------|-----------|-----------|------------|-----------|--|
| Claim on Cash               | -13,891   |            |           | -13,891   | 0          | -13,891   |  |
| Total                       | -13,891   | 0          | 0         | -13,891   | 0          | -13,891   |  |
| <b>2022 CO Bond Fund 71</b> |           |            |           |           |            |           |  |
| Claim on Cash               | -390,262  | -3,155     | 0         | -393,417  | -3,155     | -393,417  |  |
| Texpool                     | 4,324,000 | -45,653    | 60,842    | 4,430,495 | 15,189     | 4,430,495 |  |
| Total                       | 3,933,738 | -48,808    | 60,842    | 4,037,078 | 12,034     | 4,037,078 |  |
| <b>Pooled Cash Fund 99</b>  |           |            |           |           |            |           |  |
| Cash                        | 3,583,266 | -3,518,784 | 2,271,839 | 2,336,321 | -1,246,945 | 2,336,321 |  |
| Total                       | 3,583,266 | -3,518,784 | 2,271,839 | 2,336,321 | -1,246,945 | 2,336,321 |  |

The quarterly report is in full compliance with the investment strategy as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

*Becky Wilkins, Finance Director* 10/16/2025

Becky Wilkins, Finance Director

Date

## ITEM REPORT

**To:** City Council  
**From:** Brad Hargrove, Fire Chief  
**Subject:** Approval for City of Venus Fire Department to bill through third party company Fire Recovery USA LLC to insurance providers only for fires, motor vehicle accidents, and hazardous material incidents.  
**Department/Office:** Fire Department

### Summary:

This agreement would allow for the City of Venus Fire Department to bill insurance companies for funds already allocated through insurance premiums for fires, motor vehicle accidents, and hazardous material incidents. The City of Venus will not bill any individuals at anytime in the event that citizens do not have insurance.

### Recommended Action:

Recommend entering into an agreement with Fire Recovery USA LLC for third party billing for fires, motor vehicle accidents, and hazardous material incidents.

### Budget:

### Attachments:

1. FY 2025-2026 Municipality Contract Draft

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, APPROVING A THIRD-PARTY BILLING SERVICES AGREEMENT WITH FIRE RECOVERY, USA LLC FOR THE PURPOSE OF BILLING FOR CITY SERVICES OF MOTOR VEHICLE INCIDENTS AND OTHER EMERGENCY INCIDENTS AT WHICH THE CITY PROVIDES EMERGENCY SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas legislature authorizes political subdivision of the State to enter into agreements for the health, safety and welfare of its citizens and residents; and

**WHEREAS** assistance with billing services for the City providing emergency services for motor vehicle incidents and other similar incidents is necessary for good government and the betterment of the City.

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

**SECTION 1.** The City Council approves the billing services agreement with Fire Recovery, USA LLC, and said agreement is attached as Exhibit “A”, which is incorporated herein by reference, and further, authorizes the City Administrator to execute same.

**SECTION 2.** The Recitals to this Resolution are incorporated herein by reference as if fully recited.

**SECTION 3.** This resolution shall become effective immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** by the City Council of the City of Venus, Texas, on the 13<sup>th</sup> day of October 2025.

ATTEST:

APPROVED:

\_\_\_\_\_  
Callie Green, City Secretary

\_\_\_\_\_  
Alejandro Galaviz, Mayor

## **EXHIBIT A**

### **MITIGATION RATES**

#### **BASED ON PER HOUR**

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$618.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$705.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$860.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,859.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$567.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$999.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,566.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$8,420.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

### **Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

**Billed at \$583 plus \$70 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,170 plus \$70 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.**

## **CHIEF RESPONSE**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$356 per hour.**

## **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

### **ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

Command at \$356 per hour

Miscellaneous equipment billed at \$427.

## **MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**ITEM REPORT**

**To:** City Council  
**From:**  
**Subject:** Approval of meeting minutes for Special Called meeting on  
October 2, 2025.  
**Department/Office:** City Secretary

**Summary:**

**Recommended Action:**

**Budget:**

**Attachments:**

1. 10-2-2025

**CITY COUNCIL**  
MEETING MINUTES  
Special Called Council Meeting  
OCTOBER 2, 2025

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

Mayor Galaviz called the meeting to order at 05:32 PM, City Attorney Halla gave the Invocation, and all led the Pledge of Allegiance and Pledge to the Texas Flag.

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

Staff present: Josh Jones, City Attorney, Callie Green, Chief Groom, Chief Hargrove, Becky Wilkins and Scott Williams.

**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 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.

No public speakers.

**4. Consent Agenda:**

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

**5. Presentation and Proclamations:**

**6. Public Hearings and Action Items:**

**7. Discussion and Consideration Items:**

**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: 551.074 (a)(1)- Personnel Matters

- 8.1. 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 Administrator.

I make a motion that we place City Administrator, Joshua Jones, on administrative leave with pay based on the recommendation of the third party investigation firm and further administrative leave will be under the authority of the Mayor to direct as necessary.

Moved by: Tony Bovinich

Seconded by: Teresa Hoffman

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

**9. Adjournment:**

Mayor Galaviz adjourned the meeting at 06:07 PM.

---

Mayor

---

City Secretary

## ITEM REPORT

**To:** City Council

**From:**

**Subject:** Conduct a Public Hearing to consider an Ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13, "Planning and Zoning Commission" by adding subsection 34-13(b)(1)(i), to allow for alternates to the Planning and Zoning Commission.

Open Public Hearing:

Close Public Hearing:

Discuss and consider an Ordinance to repeal Chapter 34 "Zoning", Article I, "In General", Section 34-13, "Planning and Zoning Commission" by adding subsection 34-13(b)(1)(i), to allow for alternates to the Planning and Zoning Commission.

**Department/Office:** Administration

**Summary:**

**Recommended Action:**

**Budget:**

**Attachments:**

1. VENUS ordinance amending Zoning Ord alternates

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 34 “ZONING”, ARTICLE I “IN GENERAL”, SECTION 34-13 “PLANNING AND ZONING COMMISSION” BY ADDING SUBSECTION 34-13(b)(1)(i) TO ALLOW FOR ALTERNATES TO THE PLANNING AND ZONING COMMISSION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, after due deliberation and consideration of the information submitted during the public hearings, the City Council has concluded that approval of amendments to the Zoning Ordinance would be in the best interest of the citizens of Venus.

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

**SECTION 1.** Chapter 34 “Zoning”, Article I, “In General”, Section 34-13 “Planning and Zoning Commission”, is hereby amended by adding subsection 34-13(b)(1)(i), and which subsection shall read as follows:

“...

Article I. In General

...

Sec. 34-13. Planning and Zoning Commission

...

Sec. 34-13(b)(1)(i). The Planning and Zoning Commission, in addition to the seven (7) regular members, shall consist of two alternate members who shall each be appointed by the City Council, upon recommendation of the Mayor. Any combination of the regular members and/or alternate members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of these attending, including alternates, any meeting at which there is quorum present shall be necessary to pass any motion or recommendation of the Planning and Zoning Commission.

...”

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

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

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

**SECTION 5.** The Recitals of this Ordinance are fully incorporated herein as if fully written.

**DULY PASSED** by the City Council of the City of Venus, Texas, on the 27<sup>th</sup> day of October 2025.

APPROVED:

\_\_\_\_\_  
Alejando Galaviz, Mayor

ATTEST:

\_\_\_\_\_  
Callie Green, City Secretary

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Discuss and consider taking action on Arbitrage that is due on 2020 Bond.  
**Department/Office:** Finance

### Summary:

We currently have \$4,313,478 in proceeds from the 2020 Bond Sale. A portion of the bond was expended during the first year or so of the bond issuance. The remaining balance is currently in our TexPool account and is earning an interest rate of approximately 4.2520% per month. Due to the large amount of interest earned on the bond proceeds, we are required to file a Yield Reduction Payment report to the IRS, along with payment of \$238,508.02. Payment is due by Friday, October 31st.

### Recommended Action:

Authorize the Finance Director to make the payment and sign the necessary documents to submit to the IRS for a Yield Reduction Payment.

### Budget:

Funds will be paid from the 2020 Bond Investment account interest line, which is sufficient to cover the payment.

### Attachments:

1. 2690-002 IRS Form 8038-T - 9.1.25 (2)
2. CombTaxRevCO2020Sep012025 5yr YR
3. Venus TX - Invoice R22075

# Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate

► Under sections 143(g)(3) and 148(f) and section 103(c)(6)(D) of the Internal Revenue Code of 1954.  
► Go to [www.irs.gov/Form8038T](http://www.irs.gov/Form8038T) for instructions and the latest information.

OMB No. 1545-0047

|                                                                                                      |            |                                                             |  |
|------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------|--|
| <b>Part I Reporting Authority</b>                                                                    |            | Check box if <b>Amended Return</b> <input type="checkbox"/> |  |
| 1 Issuer's name                                                                                      |            | 2 Issuer's employer identification number (EIN)             |  |
| 3 Number and street (or P.O. box no. if mail is not delivered to street address)                     | Room/suite | 4 Report number (For IRS Use Only)                          |  |
| 5 City, town, or post office, state, and ZIP code                                                    |            | 6 Date of issue                                             |  |
| 7 Name of issue                                                                                      |            | 8 CUSIP number                                              |  |
| 9 Name and title of officer of the issuer or other person whom the IRS may call for more information |            | 10 Telephone number of officer or other person              |  |

|                                                                                                                              |               |    |        |
|------------------------------------------------------------------------------------------------------------------------------|---------------|----|--------|
| 11 Type of issue ►                                                                                                           | Issue price ► | 11 | Amount |
| <b>Part II Arbitrage Rebate and Yield Reduction Payments</b>                                                                 |               |    |        |
| 12 Computation date to which this payment relates (MM/DD/YYYY)                                                               |               |    |        |
| 13 Arbitrage rebate payment (see instructions) <input type="checkbox"/> check box if less than 100% of rebate amount         |               | 13 |        |
| 14 Yield reduction payment (see instructions) <input type="checkbox"/> check box if less than 100% of yield reduction amount |               | 14 |        |
| 15 Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions)                               |               | 15 |        |

|                                                                                                                                                                                                                         |  |    |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----|--|
| <b>Part III Penalty in Lieu of Arbitrage Rebate</b>                                                                                                                                                                     |  |    |  |
| 16 Number of months since date of issue:<br><input type="checkbox"/> 6 mos <input type="checkbox"/> 12 mos <input type="checkbox"/> 18 mos <input type="checkbox"/> 24 mos <input type="checkbox"/> Other. No. of mos ► |  |    |  |
| 17 Penalty in lieu of rebate                                                                                                                                                                                            |  | 17 |  |
| 18 Date of termination election (MM/DD/YYYY)                                                                                                                                                                            |  |    |  |
| 19 Penalty upon termination                                                                                                                                                                                             |  | 19 |  |

|                                                                                                                                        |  |    |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--|----|--|
| <b>Part IV Late Payments</b>                                                                                                           |  |    |  |
| 20 Does failure to pay timely qualify for waiver of penalty? See instructions Yes <input type="checkbox"/> No <input type="checkbox"/> |  |    |  |
| 21 Penalty for failure to pay on time (see instructions)                                                                               |  | 21 |  |
| 22 Interest on underpayment (see instructions)                                                                                         |  | 22 |  |

|                                                                              |  |    |  |
|------------------------------------------------------------------------------|--|----|--|
| <b>Part V Total Payment</b>                                                  |  |    |  |
| 23 Total payment. Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here |  | 23 |  |

|                                                                                                                             |                                                                    |    |        |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----|--------|
| <b>Part VI Miscellaneous</b>                                                                                                |                                                                    |    |        |
| 24 Unspent proceeds as of this computation date                                                                             |                                                                    | 24 |        |
| 25 Proceeds used to redeem bonds                                                                                            |                                                                    | 25 |        |
| 26 Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows |                                                                    | 26 |        |
| 27 Fees paid for a qualified guarantee                                                                                      |                                                                    | 27 |        |
|                                                                                                                             |                                                                    |    | Yes No |
| 28 Is the issue a variable rate issue?                                                                                      |                                                                    | 28 |        |
| 29 Did the issuer enter into a hedge?                                                                                       | Name of provider<br>Term of hedge                                  | 29 |        |
| 30 Were gross proceeds invested in a GIC?                                                                                   | Name of provider<br>Term of GIC                                    | 30 |        |
| 31 Were any gross proceeds invested beyond an available temporary period?                                                   |                                                                    | 31 |        |
| 32 Calculations for filing of this form prepared by:                                                                        | <input type="checkbox"/> Issuer <input type="checkbox"/> Preparer: |    |        |

|                               |                                                                                                                                                                                                                                                                                                                                                                                    |                      |      |                                                 |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|-------------------------------------------------|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                      |      |                                                 |
|                               | Signature of issuer's authorized representative                                                                                                                                                                                                                                                                                                                                    |                      | Date | Type or print name and title                    |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name                                                                                                                                                                                                                                                                                                                                                         | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed |
|                               | Firm's name                                                                                                                                                                                                                                                                                                                                                                        |                      |      | Firm's EIN                                      |
|                               | Firm's address                                                                                                                                                                                                                                                                                                                                                                     |                      |      | Phone no.                                       |
|                               |                                                                                                                                                                                                                                                                                                                                                                                    |                      |      |                                                 |

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11545Y

Form **8038-T** (Rev. 10-2021)

**\$4,175,000**  
**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

**Yield Reduction Computation for the Period**  
**September 1, 2020 to September 1, 2025**

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**Brian Helming**

Managing Director

October 13, 2025

Ms. Becky Wilkins  
Finance Director  
City of Venus, Texas  
700 West US Highway 67  
Venus, TX 76084

**\$4,175,000**  
**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

---

Dear Becky:

Enclosed is a copy of the yield reduction payment report for the above-captioned bond issue for the installment period ending September 1, 2025. The copy of the report should be retained in your files, and the following items should be sent **certified mail** to the Internal Revenue Service **no later than Friday, October 31, 2025**:

- O Check in the amount of \$238,508.02,
- O Transmittal Letter, and
- O Signed Form 8038-T.

Enclose a check or money order for this total amount made payable to the "United States Treasury." Include the issuer's name, address, EIN - Employer Identification Number, "Form 8038-T," and the date on the payment. The Form 8038-T must be signed by **an authorized representative** of the Issuer (the individual who normally signs IRS Form 8038-G for new bond issues). **The signature cannot be a facsimile or electronic signature.** Please send us a copy of the check, the date-stamped certified-mail receipt and the signed Form 8038-T for our records.

If you have any questions, please do not hesitate to contact me at 1-800-678-3792 or directly at (214) 953-8716.

Sincerely,

A handwritten signature in blue ink that reads "Brian Helming". The signature is written in a cursive, flowing style.

Brian Helming

**(PLACE ON ISSUER LETTERHEAD)**

October 31, 2025

Certified Mail

Department of the Treasury  
Internal Revenue Service Center  
Ogden, Utah 84201-0027

**RE: Yield Reduction Payment**

**\$4,175,000**  
**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

---

Enclosed is a check in the amount of \$238,508.02 representing an installment of a yield reduction payment for the above-captioned bond issue pursuant to the 1993 Treasury Regulations Section 1.148-5(c). The enclosed check represents payment of the entire yield reduction amount.

If you have any questions, please do not hesitate to contact me at (972) 366-3348.

Sincerely,

Ms. Becky Wilkins  
Finance Director

Form **8038-T**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Arbitrage Rebate, Yield Reduction  
and Penalty in Lieu of Arbitrage Rebate**

► Under sections 143(g)(3) and 148(f) and section 103(c)(6)(D) of the Internal Revenue Code of 1954.

► Go to [www.irs.gov/Form8038T](http://www.irs.gov/Form8038T) for instructions and the latest information.

OMB No. 1545-0047

|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>Part I Reporting Authority</b>                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                    | Check box if <b>Amended Return</b> <input type="checkbox"/>                                                              |                                                      |
| 1 Issuer's name                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                    | 2 Issuer's employer identification number (EIN)                                                                          |                                                      |
| 3 Number and street (or P.O. box no. if mail is not delivered to street address) Room/suite                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                    | 4 Report number (For IRS Use Only)<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">7</div> |                                                      |
| 5 City, town, or post office, state, and ZIP code                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                    | 6 Date of issue                                                                                                          |                                                      |
| 7 Name of issue                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                    | 8 CUSIP number                                                                                                           |                                                      |
| 9 Name and title of officer of the issuer or other person whom the IRS may call for more information                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                    | 10 Telephone number of officer or other person                                                                           |                                                      |
| 11 Type of issue ►                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                    | Issue price ►                                                                                                            |                                                      |
| <b>Part II Arbitrage Rebate and Yield Reduction Payments</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    | <b>Amount</b>                                                                                                            |                                                      |
| 12 Computation date to which this payment relates (MM/DD/YYYY)                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 13 Arbitrage rebate payment (see instructions) <input type="checkbox"/> check box if less than 100% of rebate amount                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                    | 13                                                                                                                       |                                                      |
| 14 Yield reduction payment (see instructions) <input type="checkbox"/> check box if less than 100% of yield reduction amount                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    | 14                                                                                                                       |                                                      |
| 15 Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions)                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                    | 15                                                                                                                       |                                                      |
| <b>Part III Penalty in Lieu of Arbitrage Rebate</b>                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 16 Number of months since date of issue:<br><input type="checkbox"/> 6 mos <input type="checkbox"/> 12 mos <input type="checkbox"/> 18 mos <input type="checkbox"/> 24 mos <input type="checkbox"/> Other. No. of mos ► |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 17 Penalty in lieu of rebate                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    | 17                                                                                                                       |                                                      |
| 18 Date of termination election (MM/DD/YYYY)                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 19 Penalty upon termination                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                    | 19                                                                                                                       |                                                      |
| <b>Part IV Late Payments</b>                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 20 Does failure to pay timely qualify for waiver of penalty? See instructions Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 21 Penalty for failure to pay on time (see instructions)                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                    | 21                                                                                                                       |                                                      |
| 22 Interest on underpayment (see instructions)                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                    | 22                                                                                                                       |                                                      |
| <b>Part V Total Payment</b>                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 23 Total payment. Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    | 23                                                                                                                       |                                                      |
| <b>Part VI Miscellaneous</b>                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 24 Unspent proceeds as of this computation date                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                    | 24                                                                                                                       |                                                      |
| 25 Proceeds used to redeem bonds                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                    | 25                                                                                                                       |                                                      |
| 26 Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                    | 26                                                                                                                       |                                                      |
| 27 Fees paid for a qualified guarantee                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                    | 27                                                                                                                       |                                                      |
|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| 28 Is the issue a variable rate issue?                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                    | 28 Yes No                                                                                                                |                                                      |
| 29 Did the issuer enter into a hedge? Name of provider Term of hedge                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                    | 29 Yes No                                                                                                                |                                                      |
| 30 Were gross proceeds invested in a GIC? Name of provider Term of GIC                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                    | 30 Yes No                                                                                                                |                                                      |
| 31 Were any gross proceeds invested beyond an available temporary period?                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                    | 31 Yes No                                                                                                                |                                                      |
| 32 Calculations for filing of this form prepared by: <input type="checkbox"/> Issuer <input type="checkbox"/> Preparer:                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          |                                                      |
| <b>Signature and Consent</b>                                                                                                                                                                                            | Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                                                                                                                          |                                                      |
|                                                                                                                                                                                                                         | Signature of issuer's authorized representative Date Type or print name and title                                                                                                                                                                                                                                                                                                  |                                                                                                                          |                                                      |
| <b>Paid Preparer Use Only</b>                                                                                                                                                                                           | Print/Type preparer's name Preparer's signature                                                                                                                                                                                                                                                                                                                                    |                                                                                                                          | Date                                                 |
|                                                                                                                                                                                                                         | Firm's name                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                          | Check <input type="checkbox"/> if self-employed PTIN |
|                                                                                                                                                                                                                         | Firm's address                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                          | Phone no.                                            |

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11545Y

Form **8038-T** (Rev. 10-2021)



**Brian Helming**

Managing Director

October 13, 2025

Ms. Becky Wilkins  
Finance Director  
City of Venus, Texas  
700 West US Highway 67  
Venus, TX 76084

**\$4,175,000**  
**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

---

In accordance with the terms of our agreement, we have completed the determination of the yield reduction payment pursuant to Section 1.148-5(c) of the 1993 Treasury Regulations.

The computation of the yield reduction amount, included in this report, covers the period from September 1, 2023 (the “End of the Temporary Period”) through September 1, 2025 (the “Installment Computation Date”). The period from the End of the Temporary Period to the Installment Computation Date is hereinafter referred to as the “Yield Reduction Payment Period.” All yield restricted proceeds have been spent as of the Installment Computation Date; consequently, there are no further yield restriction calculations required.

In order to determine the yield reduction amount for the Yield Reduction Payment Period, we were provided with all information regarding the issuance of the Obligations and the investment of the gross proceeds, as well as other information as deemed necessary under the circumstances. We did not perform any procedures to test the accuracy of the information provided to us. Certain information and definitions used in preparing the attached schedules are described in the Summary of Computational Information.

Based upon the computations included in this report, the yield reduction amount for the above-defined Yield Reduction Payment Period is summarized as follows:

**Summary of Yield Reduction Amount:**

|                                                        |    |                   |
|--------------------------------------------------------|----|-------------------|
| Actual Interest Earnings                               | \$ | 350,269.12        |
| Allowable Interest Earnings at Materially Higher Yield | \$ | 111,761.10        |
| Cumulative Yield Reduction Payment                     | \$ | <b>238,508.02</b> |

The yield reduction amount was determined using the provisions of the 1993 Treasury Regulations Section 1.148 [T.D. 8476]. These regulations may be revised or replaced and, accordingly, the computations contained in this report may be subject to modification in order to comply with the revised regulations, if any, when issued. The terms of our engagement are such that we have no obligation to update the results of this report for events occurring or information coming to our attention subsequent to the date of this report.

We appreciate this opportunity to serve you. If you have any questions regarding the computations contained in this report, please do not hesitate to contact us.

Sincerely,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

by



---

Brian Helming

## SUMMARY OF COMPUTATIONAL INFORMATION

### CITY OF VENUS, TEXAS

#### COMPUTATIONAL INFORMATION:

1. The following information was used to compute the debt service requirements and yield on the Obligations for the Computation Period:

|                    |                   |
|--------------------|-------------------|
| Dated Date:        | September 1, 2020 |
| Delivery Date:     | September 1, 2020 |
| First Coupon Date: | February 15, 2021 |

2. Principal amounts, interest rates, and reoffering prices are as shown in the section entitled “Computation of Yield on the Obligations.” The target used for computing the yield on the Obligations was as follows:

|                                     |                            |
|-------------------------------------|----------------------------|
| Issue Price to Public               | \$4,313,477.70             |
| Accrued Interest on the Obligations | <u>0.00</u>                |
| Target                              | <u><u>4,313,477.70</u></u> |

3. Computations of yield are based upon a 360-day year and semiannual compounding.
4. The yield used in computing the Yield Reduction Payment was the yield on the Obligations, increased by one-eighth of one percent (the “Materially Higher Yield”).
5. Pursuant to Treasury Regulation §1.148-4(b)(3), if a fixed yield bond is subject to optional early redemption and is issued at an issue price that exceeds the stated redemption price at maturity by more than one-fourth of one percent multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for the bond, the yield on the issue containing the bond is computed by treating the bond as redeemed at its stated redemption price on the optional redemption date that would produce the lowest yield.
6. The value of any fixed rate investments outstanding on the Computation Date was determined by calculating the present value of future receipts on the Computation Date using the purchased yield on the investments. The value of variable rate investments outstanding on the Computation Date was determined by using the investment’s fair market value on that date. Premiums and discounts from the purchase of securities are treated as an adjustment to actual interest earned when the investment matures or is sold. Gains and losses from the sale of securities are treated as an adjustment to actual interest earned during the Computation Period.

## **SUMMARY OF COMPUTATIONAL INFORMATION (continued)**

### **CITY OF VENUS, TEXAS**

7. The purchase price of investments is assumed to be at their fair market value, representing an arm's-length transaction which did not result in an abusive arbitrage device by reducing the yield reduction amount required to be paid to the United States. The purchase price is also assumed to exclude all costs which are not qualified administrative costs.
8. At the direction of the Issuer, the debt service fund is not invested. For purposes of computing the amount of Yield Restriction, the bona fide debt service fund is exempt, in accordance with the IRC §148(f), and was not included in the computation.
9. Pursuant to Treasury Regulation §1.148-2(a), certain proceeds qualified for an original temporary period and could be invested in higher yielding investments without causing bonds in the issue to be arbitrage bonds. At the end of the temporary period, these proceeds will be restricted to a yield materially higher than the yield on the bonds, or will qualify for a yield reduction payment in accordance with Treasury Regulation §1.148-5(c). Through the Computation Period, these proceeds are yielding higher than the yield on the bonds.
10. Under IRC §148(e), a bond of an issue is not an arbitrage bond solely because of the investment in higher yielding investments of gross proceeds of the issue in an amount not exceeding the lesser of 5% of the sale proceeds of the issue or \$100,000. The portion of the yield restricted amount that is not in excess of \$100,000 qualifies for the minor portion and was not included in calculating the yield reduction amount.
11. Pursuant to Treasury Regulation §1.148-2(e)(6) investment proceeds qualify for a one year temporary period beginning on the date of receipt.
12. Pursuant to Treasury Regulation §1.148-6(b)(2), gross proceeds of an issue are allocated to the issue only to the extent that the value of the nonpurpose investments does not exceed the value of all outstanding bonds of the issue, otherwise known as the "Universal Cap". The values of the universal cap and the nonpurpose investments must be computed as of the first bond year that commences after the second anniversary of the issue date and as of the first day of each bond year thereafter. For purposes of calculating rebatable arbitrage, the gross proceeds in excess of the universal cap ceased to be allocated to the issue pursuant to Treasury Regulation §1.148-6(b)(2).

## SUMMARY OF COMPUTATIONAL INFORMATION (continued)

### CITY OF VENUS, TEXAS

#### DEFINITIONS

13. **Yield:** That yield, which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation during the Computation Period, produces an amount equal to, in the case of the Obligations, the initial offering price to the public, and in the case of the investments, the fair market value on the date the investment becomes a nonpurpose investment.
14. **Allowable Earnings:** The amount that would have been earned if all investments had been invested at a rate equal to the materially higher yield on the Obligations.
15. **Excess Earnings:** The excess of actual investment earnings over the allowable earnings.
16. **Yield Reduction Payment:** Cumulative excess earnings, plus cumulative interest earnings thereon, of yield restricted investments.
17. **Materially Higher Yield:** Pursuant to Treasury Regulation §1.148-2(d), the yield on investments is materially higher than the yield on the issue to which the investments are allocated if the yield on the investments over the term of the issue exceeds the yield on the issue by an amount in excess of the applicable definition of materially higher set forth below:

**General rule for purpose and nonpurpose investments:** For purpose and nonpurpose investments, materially higher means one-eighth of 1 percentage point.

**\$4,175,000.00**  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

**Debt Service Schedule**

Page 1 of 2

| Date         | Principal             | Coupon   | Interest              | Total P+I             |
|--------------|-----------------------|----------|-----------------------|-----------------------|
| 02/15/2021   | 185,000.00            | 4.000%   | 38,731.33             | 223,731.33            |
| 08/15/2021   | -                     | -        | 38,810.00             | 38,810.00             |
| 02/15/2022   | 130,000.00            | 4.000%   | 38,810.00             | 168,810.00            |
| 08/15/2022   | -                     | -        | 36,210.00             | 36,210.00             |
| 02/15/2023   | 135,000.00            | 4.000%   | 36,210.00             | 171,210.00            |
| 08/15/2023   | -                     | -        | 33,510.00             | 33,510.00             |
| 02/15/2024   | 140,000.00            | 3.000%   | 33,510.00             | 173,510.00            |
| 08/15/2024   | -                     | -        | 31,410.00             | 31,410.00             |
| 02/15/2025   | 145,000.00            | 2.000%   | 31,410.00             | 176,410.00            |
| 08/15/2025   | -                     | -        | 29,960.00             | 29,960.00             |
| 02/15/2026   | 145,000.00            | 2.000%   | 29,960.00             | 174,960.00            |
| 08/15/2026   | -                     | -        | 28,510.00             | 28,510.00             |
| 02/15/2027   | 150,000.00            | 2.000%   | 28,510.00             | 178,510.00            |
| 08/15/2027   | -                     | -        | 27,010.00             | 27,010.00             |
| 02/15/2028   | 150,000.00            | 2.000%   | 27,010.00             | 177,010.00            |
| 08/15/2028   | -                     | -        | 25,510.00             | 25,510.00             |
| 02/15/2029   | 155,000.00            | 2.000%   | 25,510.00             | 180,510.00            |
| 08/15/2029   | -                     | -        | 23,960.00             | 23,960.00             |
| 02/15/2030   | 160,000.00            | 1.100%   | 23,960.00             | 183,960.00            |
| 08/15/2030   | -                     | -        | 23,080.00             | 23,080.00             |
| 02/15/2031   | 160,000.00            | 1.100%   | 23,080.00             | 183,080.00            |
| 08/15/2031   | -                     | -        | 22,200.00             | 22,200.00             |
| 02/15/2032   | 160,000.00            | 1.200%   | 22,200.00             | 182,200.00            |
| 08/15/2032   | -                     | -        | 21,240.00             | 21,240.00             |
| 02/15/2033   | 165,000.00            | 1.200%   | 21,240.00             | 186,240.00            |
| 08/15/2033   | -                     | -        | 20,250.00             | 20,250.00             |
| 02/15/2034   | 165,000.00            | 1.500%   | 20,250.00             | 185,250.00            |
| 08/15/2034   | -                     | -        | 19,012.50             | 19,012.50             |
| 02/15/2035   | 170,000.00            | 1.500%   | 19,012.50             | 189,012.50            |
| 08/15/2035   | -                     | -        | 17,737.50             | 17,737.50             |
| 02/15/2036   | 170,000.00            | 1.500%   | 17,737.50             | 187,737.50            |
| 08/15/2036   | -                     | -        | 16,462.50             | 16,462.50             |
| 02/15/2037   | 175,000.00            | 1.500%   | 16,462.50             | 191,462.50            |
| 08/15/2037   | -                     | -        | 15,150.00             | 15,150.00             |
| 02/15/2038   | 175,000.00            | 2.000%   | 15,150.00             | 190,150.00            |
| 08/15/2038   | -                     | -        | 13,400.00             | 13,400.00             |
| 02/15/2039   | 180,000.00            | 2.000%   | 13,400.00             | 193,400.00            |
| 08/15/2039   | -                     | -        | 11,600.00             | 11,600.00             |
| 02/15/2040   | 185,000.00            | 2.000%   | 11,600.00             | 196,600.00            |
| 08/15/2040   | -                     | -        | 9,750.00              | 9,750.00              |
| 02/15/2041   | 185,000.00            | 2.000%   | 9,750.00              | 194,750.00            |
| 08/15/2041   | -                     | -        | 7,900.00              | 7,900.00              |
| 02/15/2042   | 190,000.00            | 2.000%   | 7,900.00              | 197,900.00            |
| 08/15/2042   | -                     | -        | 6,000.00              | 6,000.00              |
| 02/15/2043   | 195,000.00            | 2.000%   | 6,000.00              | 201,000.00            |
| 08/15/2043   | -                     | -        | 4,050.00              | 4,050.00              |
| 02/15/2044   | 200,000.00            | 2.000%   | 4,050.00              | 204,050.00            |
| 08/15/2044   | -                     | -        | 2,050.00              | 2,050.00              |
| 02/15/2045   | 205,000.00            | 2.000%   | 2,050.00              | 207,050.00            |
| <b>Total</b> | <b>\$4,175,000.00</b> | <b>-</b> | <b>\$1,008,276.33</b> | <b>\$5,183,276.33</b> |

**\$4,175,000.00**  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

**Debt Service Schedule**

Page 2 of 2

| Date | Principal | Coupon | Interest | Total P+I |
|------|-----------|--------|----------|-----------|
|------|-----------|--------|----------|-----------|

**Yield Statistics**

|                                                |              |
|------------------------------------------------|--------------|
| Accrued Interest from 09/01/2020 to 09/01/2020 | \$0.00       |
| Bond Yield for Arbitrage Purposes              | 1.51205900%  |
| Weighted Average Maturity                      | 13.081 Years |

**\$4,175,000.00**  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

**Pricing Summary**

Page 1 of 1

| <u>Maturity</u> | <u>Type of Bond</u> | <u>Coupon</u> | <u>Yield</u> | <u>Issuance Value</u> | <u>Maturity Value</u> | <u>Price</u> | <u>DollarPrice</u>    |
|-----------------|---------------------|---------------|--------------|-----------------------|-----------------------|--------------|-----------------------|
| 02/15/2021      | Serial              | 4.000%        | 0.200%       | 185,000.00            | 185,000.00            | 101.729%     | 188,198.65            |
| 02/15/2022      | Serial              | 4.000%        | 0.250%       | 130,000.00            | 130,000.00            | 105.444%     | 137,077.20            |
| 02/15/2023      | Serial              | 4.000%        | 0.300%       | 135,000.00            | 135,000.00            | 109.045%     | 147,210.75            |
| 02/15/2024      | Serial              | 3.000%        | 0.350%       | 140,000.00            | 140,000.00            | 109.094%     | 152,731.60            |
| 02/15/2025      | Serial              | 2.000%        | 0.450%       | 145,000.00            | 145,000.00            | 106.829%     | 154,902.05            |
| 02/15/2026      | Serial              | 2.000%        | 0.550%       | 145,000.00            | 145,000.00            | 107.782%     | 156,283.90            |
| 02/15/2027      | Serial              | 2.000%        | 0.650%       | 150,000.00            | 150,000.00            | 108.521%     | 162,781.50            |
| 02/15/2028      | Serial              | 2.000%        | 0.750%       | 150,000.00            | 150,000.00            | 109.047%     | 163,570.50            |
| 02/15/2029      | Serial              | 2.000%        | 0.900%       | 155,000.00            | 155,000.00            | 108.936%     | 168,850.80            |
| 02/15/2030      | Term 1              | 1.100%        | 1.100%       | 160,000.00            | 160,000.00            | 100.000%     | 160,000.00            |
| 02/15/2031      | Term 1              | 1.100%        | 1.100%       | 160,000.00            | 160,000.00            | 100.000%     | 160,000.00            |
| 02/15/2032      | Term 2              | 1.200%        | 1.200%       | 160,000.00            | 160,000.00            | 100.000%     | 160,000.00            |
| 02/15/2033      | Term 2              | 1.200%        | 1.200%       | 165,000.00            | 165,000.00            | 100.000%     | 165,000.00            |
| 02/15/2034      | Term 3              | 1.500%        | 1.350%       | 165,000.00            | 165,000.00            | 101.327% c   | 167,189.55            |
| 02/15/2035      | Term 3              | 1.500%        | 1.350%       | 170,000.00            | 170,000.00            | 101.327% c   | 172,255.90            |
| 02/15/2036      | Term 4              | 1.500%        | 1.500%       | 170,000.00            | 170,000.00            | 100.000%     | 170,000.00            |
| 02/15/2037      | Term 4              | 1.500%        | 1.500%       | 175,000.00            | 175,000.00            | 100.000%     | 175,000.00            |
| 02/15/2038      | Term 5              | 2.000%        | 1.600%       | 175,000.00            | 175,000.00            | 103.496% c   | 181,118.00            |
| 02/15/2039      | Term 5              | 2.000%        | 1.600%       | 180,000.00            | 180,000.00            | 103.496% c   | 186,292.80            |
| 02/15/2040      | Term 5              | 2.000%        | 1.700%       | 185,000.00            | 185,000.00            | 102.609% c   | 189,826.65            |
| 02/15/2041      | Term 5              | 2.000%        | 1.700%       | 185,000.00            | 185,000.00            | 102.609% c   | 189,826.65            |
| 02/15/2042      | Term 5              | 2.000%        | 1.750%       | 190,000.00            | 190,000.00            | 102.169% c   | 194,121.10            |
| 02/15/2043      | Term 5              | 2.000%        | 1.750%       | 195,000.00            | 195,000.00            | 102.169% c   | 199,229.55            |
| 02/15/2044      | Term 5              | 2.000%        | 1.800%       | 200,000.00            | 200,000.00            | 101.731% c   | 203,462.00            |
| 02/15/2045      | Term 5              | 2.000%        | 1.800%       | 205,000.00            | 205,000.00            | 101.731% c   | 208,548.55            |
| <b>Total</b>    | -                   | -             | -            | <b>\$4,175,000.00</b> | <b>\$4,175,000.00</b> | - -          | <b>\$4,313,477.70</b> |

**Bid Information**

|                                                |                |
|------------------------------------------------|----------------|
| Par Amount of Bonds                            | \$4,175,000.00 |
| Reoffering Premium or (Discount)               | \$138,477.70   |
| Gross Production                               | \$4,313,477.70 |
| Accrued Interest from 09/01/2020 to 09/01/2020 | \$0.00         |
| Total Purchase Price                           | \$4,313,477.70 |

**\$4,175,000.00**  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

**Proof of Bond Yield @ 1.5120590%**

Page 1 of 2

| Date       | Cashflow   | PV Factor  | Present Value | Cumulative<br>PV |
|------------|------------|------------|---------------|------------------|
| 02/15/2021 | 223,731.33 | 0.9931611x | 222,201.26    | 222,201.26       |
| 08/15/2021 | 38,810.00  | 0.9857089x | 38,255.36     | 260,456.62       |
| 02/15/2022 | 168,810.00 | 0.9783125x | 165,148.94    | 425,605.56       |
| 08/15/2022 | 36,210.00  | 0.9709717x | 35,158.89     | 460,764.45       |
| 02/15/2023 | 171,210.00 | 0.9636860x | 164,992.67    | 625,757.12       |
| 08/15/2023 | 33,510.00  | 0.9564549x | 32,050.80     | 657,807.93       |
| 02/15/2024 | 173,510.00 | 0.9492781x | 164,709.24    | 822,517.16       |
| 08/15/2024 | 31,410.00  | 0.9421551x | 29,593.09     | 852,110.26       |
| 02/15/2025 | 176,410.00 | 0.9350856x | 164,958.45    | 1,017,068.70     |
| 08/15/2025 | 29,960.00  | 0.9280691x | 27,804.95     | 1,044,873.65     |
| 02/15/2026 | 174,960.00 | 0.9211053x | 161,156.58    | 1,206,030.23     |
| 08/15/2026 | 28,510.00  | 0.9141937x | 26,063.66     | 1,232,093.89     |
| 02/15/2027 | 178,510.00 | 0.9073340x | 161,968.19    | 1,394,062.08     |
| 08/15/2027 | 27,010.00  | 0.9005257x | 24,323.20     | 1,418,385.28     |
| 02/15/2028 | 177,010.00 | 0.8937686x | 158,205.98    | 1,576,591.26     |
| 08/15/2028 | 25,510.00  | 0.8870621x | 22,628.95     | 1,599,220.21     |
| 02/15/2029 | 180,510.00 | 0.8804060x | 158,922.09    | 1,758,142.30     |
| 08/15/2029 | 23,960.00  | 0.8737998x | 20,936.24     | 1,779,078.54     |
| 02/15/2030 | 908,960.00 | 0.8672432x | 788,289.38    | 2,567,367.92     |
| 08/15/2030 | 15,830.00  | 0.8607358x | 13,625.45     | 2,580,993.37     |
| 02/15/2031 | 175,830.00 | 0.8542772x | 150,207.56    | 2,731,200.93     |
| 08/15/2031 | 14,950.00  | 0.8478671x | 12,675.61     | 2,743,876.54     |
| 02/15/2032 | 174,950.00 | 0.8415050x | 147,221.31    | 2,891,097.85     |
| 08/15/2032 | 13,990.00  | 0.8351908x | 11,684.32     | 2,902,782.17     |
| 02/15/2033 | 178,990.00 | 0.8289238x | 148,369.08    | 3,051,151.25     |
| 08/15/2033 | 13,000.00  | 0.8227040x | 10,695.15     | 3,061,846.40     |
| 02/15/2034 | 178,000.00 | 0.8165308x | 145,342.47    | 3,207,188.88     |
| 08/15/2034 | 11,762.50  | 0.8104039x | 9,532.38      | 3,216,721.25     |
| 02/15/2035 | 181,762.50 | 0.8043229x | 146,195.75    | 3,362,917.00     |
| 08/15/2035 | 10,487.50  | 0.7982876x | 8,372.04      | 3,371,289.04     |
| 02/15/2036 | 180,487.50 | 0.7922976x | 142,999.82    | 3,514,288.86     |
| 08/15/2036 | 9,212.50   | 0.7863526x | 7,244.27      | 3,521,533.13     |
| 02/15/2037 | 184,212.50 | 0.7804521x | 143,769.04    | 3,665,302.17     |
| 08/15/2037 | 7,900.00   | 0.7745960x | 6,119.31      | 3,671,421.48     |
| 02/15/2038 | 7,900.00   | 0.7687837x | 6,073.39      | 3,677,494.87     |
| 08/15/2038 | 7,900.00   | 0.7630151x | 6,027.82      | 3,683,522.69     |
| 02/15/2039 | 7,900.00   | 0.7572898x | 5,982.59      | 3,689,505.28     |
| 08/15/2039 | 7,900.00   | 0.7516074x | 5,937.70      | 3,695,442.98     |
| 02/15/2040 | 7,900.00   | 0.7459677x | 5,893.14      | 3,701,336.13     |
| 08/15/2040 | 7,900.00   | 0.7403703x | 5,848.92      | 3,707,185.05     |
| 02/15/2041 | 7,900.00   | 0.7348148x | 5,805.04      | 3,712,990.09     |
| 08/15/2041 | 7,900.00   | 0.7293011x | 5,761.48      | 3,718,751.57     |
| 02/15/2042 | 197,900.00 | 0.7238287x | 143,245.71    | 3,861,997.27     |
| 08/15/2042 | 6,000.00   | 0.7183974x | 4,310.38      | 3,866,307.66     |
| 02/15/2043 | 201,000.00 | 0.7130069x | 143,314.39    | 4,009,622.05     |
| 08/15/2043 | 4,050.00   | 0.7076568x | 2,866.01      | 4,012,488.06     |

**\$4,175,000.00**  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

**Proof of Bond Yield @ 1.5120590%**

Page 2 of 2

| Date         | Cashflow              | PV Factor  | Present Value       | Cumulative<br>PV |
|--------------|-----------------------|------------|---------------------|------------------|
| 02/15/2044   | 204,050.00            | 0.7023469x | 143,313.88          | 4,155,801.93     |
| 08/15/2044   | 2,050.00              | 0.6970768x | 1,429.01            | 4,157,230.94     |
| 02/15/2045   | 207,050.00            | 0.6918462x | 143,246.75          | 4,300,477.70     |
| <b>Total</b> | <b>\$5,045,176.33</b> | <b>-</b>   | <b>4,300,477.70</b> | <b>-</b>         |

**Derivation Of Target Amount**

|                                                |                |
|------------------------------------------------|----------------|
| Par Amount of Bonds                            | \$4,175,000.00 |
| Reoffering Premium or (Discount)               | 138,477.70     |
| Accrued Interest from 09/01/2020 to 09/01/2020 | 0.00           |
| Bond Insurance Premium                         | (13,000.00)    |
| Original Issue Proceeds                        | \$4,300,477.70 |

Issue Number: 2690-002

**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

|                           |                                             |            |         |         |   |
|---------------------------|---------------------------------------------|------------|---------|---------|---|
| Purchase Date: 09/30/2023 | Description: Const 0015 9/30/2023-9/30/2024 | Yield:     | 5.3917% | Record: | 5 |
| Maturity Date: 09/30/2024 | Type: Activity                              | IRS Yield: | 5.3917% | Fund:   | 2 |

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u>   |                |
|-------------|------------------|-----------------|----------------|----------------|
| 09/30/2023  | (4,161,635.92)   | 0.00            | (4,161,635.92) | \$4,161,635.92 |
| 10/31/2023  | (18,941.11)      | 18,941.11       | 0.00           | \$4,180,577.03 |
| 11/30/2023  | (18,460.02)      | 18,460.02       | 0.00           | \$4,199,037.05 |
| 12/31/2023  | (19,149.10)      | 19,149.10       | 0.00           | \$4,218,186.15 |
| 01/31/2024  | (19,150.49)      | 19,150.49       | 0.00           | \$4,237,336.64 |
| 02/29/2024  | (17,927.65)      | 17,927.65       | 0.00           | \$4,255,264.29 |
| 03/31/2024  | (19,212.53)      | 19,212.53       | 0.00           | \$4,274,476.82 |
| 04/30/2024  | (18,670.27)      | 18,670.27       | 0.00           | \$4,293,147.09 |
| 05/31/2024  | (19,383.69)      | 19,383.69       | 0.00           | \$4,312,530.78 |
| 06/30/2024  | (18,828.65)      | 18,828.65       | 0.00           | \$4,331,359.43 |
| 07/31/2024  | (19,560.67)      | 19,560.67       | 0.00           | \$4,350,920.10 |
| 08/31/2024  | (19,576.62)      | 19,576.62       | 0.00           | \$4,370,496.72 |
| 09/30/2024  | (18,548.98)      | 18,548.98       | 0.00           | \$4,389,045.70 |
| 09/30/2024  | 4,389,045.70     | 0.00            | 4,389,045.70   | \$0.00         |
| Totals      | 0.00             | 227,409.78      | 227,409.78     |                |

|                           |                                            |            |         |         |   |
|---------------------------|--------------------------------------------|------------|---------|---------|---|
| Purchase Date: 09/01/2023 | Description: Const 0015 9/1/2023-9/30/2023 | Yield:     | 5.3062% | Record: | 6 |
| Maturity Date: 09/30/2023 | Type: Activity                             | IRS Yield: | 5.3062% | Fund:   | 2 |

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u>   |                |
|-------------|------------------|-----------------|----------------|----------------|
| 09/01/2023  | (4,143,511.94)   | (604.13)        | (4,144,116.07) | \$4,143,511.94 |
| 09/30/2023  | (18,123.98)      | 18,123.98       | 0.00           | \$4,161,635.92 |
| 09/30/2023  | 4,161,635.92     | 0.00            | 4,161,635.92   | \$0.00         |
| Totals      | 0.00             | 17,519.85       | 17,519.85      |                |

Issue Number: 2690-002

City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

|                           |                                            |                 |                |                |   |
|---------------------------|--------------------------------------------|-----------------|----------------|----------------|---|
| Purchase Date: 09/30/2024 | Description: Const 0015 9/30/2024-9/1/2025 | Yield:          | 4.4872%        | Record:        | 7 |
| Maturity Date: 09/01/2025 | Type: Activity                             | IRS Yield:      | 4.4872%        | Fund:          | 2 |
| <u>Date</u>               | <u>Principal</u>                           | <u>Interest</u> | <u>Total</u>   |                |   |
| 09/30/2024                | (4,389,045.70)                             | 0.00            | (4,389,045.70) | \$4,389,045.70 |   |
| 10/31/2024                | (18,314.27)                                | 18,314.27       | 0.00           | \$4,407,359.97 |   |
| 11/30/2024                | (17,135.21)                                | 17,135.21       | 0.00           | \$4,424,495.18 |   |
| 12/31/2024                | (17,139.33)                                | 17,139.33       | 0.00           | \$4,441,634.51 |   |
| 01/31/2025                | (16,567.62)                                | 16,567.62       | 0.00           | \$4,458,202.13 |   |
| 02/28/2025                | (14,895.65)                                | 14,895.65       | 0.00           | \$4,473,097.78 |   |
| 03/31/2025                | (16,467.14)                                | 16,467.14       | 0.00           | \$4,489,564.92 |   |
| 04/30/2025                | (15,998.20)                                | 15,998.20       | 0.00           | \$4,505,563.12 |   |
| 05/30/2025                | (16,483.98)                                | 16,483.98       | 0.00           | \$4,522,047.10 |   |
| 06/30/2025                | (15,970.88)                                | 15,970.88       | 0.00           | \$4,538,017.98 |   |
| 07/31/2025                | (16,619.41)                                | 16,619.41       | 0.00           | \$4,554,637.39 |   |
| 08/29/2025                | (16,653.93)                                | 16,653.93       | 0.00           | \$4,571,291.32 |   |
| 09/01/2025                | 4,571,291.32                               | 537.22          | 4,571,828.54   | \$0.00         |   |
| Totals                    | 0.00                                       | 182,782.84      | 182,782.84     |                |   |

Issue Number: 2690-002

**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

| Purchase Date: 09/30/2023 | Description: Int Deferral 9/1/2025 | Yield:          | 4.8359%      | Record:        | 8 |
|---------------------------|------------------------------------|-----------------|--------------|----------------|---|
| Maturity Date: 09/01/2025 | Type: Activity                     | IRS Yield:      | 4.8359%      | Fund:          | 2 |
| <u>Date</u>               | <u>Principal</u>                   | <u>Interest</u> | <u>Total</u> |                |   |
| 09/30/2023                | 16,527.26                          | 0.00            | 16,527.26    | (\$16,527.26)  |   |
| 10/31/2023                | 17,272.40                          | (75.22)         | 17,197.18    | (\$33,799.66)  |   |
| 11/30/2023                | 16,833.69                          | (149.25)        | 16,684.44    | (\$50,633.35)  |   |
| 12/31/2023                | 17,462.06                          | (230.91)        | 17,231.16    | (\$68,095.41)  |   |
| 01/31/2024                | 17,463.33                          | (309.15)        | 17,154.18    | (\$85,558.74)  |   |
| 02/29/2024                | 16,348.22                          | (361.99)        | 15,986.24    | (\$101,906.97) |   |
| 03/31/2024                | 17,519.91                          | (460.11)        | 17,059.80    | (\$119,426.87) |   |
| 04/30/2024                | 17,025.42                          | (521.64)        | 16,503.78    | (\$136,452.29) |   |
| 05/31/2024                | 17,675.99                          | (616.09)        | 17,059.90    | (\$154,128.28) |   |
| 06/30/2024                | 17,169.85                          | (672.93)        | 16,496.92    | (\$171,298.13) |   |
| 07/31/2024                | 17,837.38                          | (773.59)        | 17,063.78    | (\$189,135.50) |   |
| 08/31/2024                | 17,851.92                          | (851.00)        | 17,000.92    | (\$206,987.42) |   |
| 09/30/2024                | 15,398.16                          | 0.00            | 15,398.16    | (\$222,385.58) |   |
| 09/30/2024                | (16,527.26)                        | (874.63)        | (17,401.89)  | (\$205,858.32) |   |
| 10/31/2024                | 15,220.99                          | 0.00            | 15,220.99    | (\$221,079.31) |   |
| 10/31/2024                | (17,272.40)                        | (858.99)        | (18,131.39)  | (\$203,806.92) |   |
| 11/30/2024                | 14,241.07                          | 0.00            | 14,241.07    | (\$218,047.99) |   |
| 11/30/2024                | (16,833.69)                        | (792.37)        | (17,626.07)  | (\$201,214.30) |   |
| 12/31/2024                | 14,244.50                          | 0.00            | 14,244.50    | (\$215,458.79) |   |
| 12/31/2024                | (17,462.06)                        | (779.45)        | (18,241.52)  | (\$197,996.73) |   |
| 01/31/2025                | 13,769.35                          | 0.00            | 13,769.35    | (\$211,766.08) |   |
| 01/31/2025                | (17,463.33)                        | (738.54)        | (18,201.87)  | (\$194,302.75) |   |
| 02/28/2025                | 12,379.77                          | 0.00            | 12,379.77    | (\$206,682.52) |   |
| 02/28/2025                | (16,348.22)                        | (649.20)        | (16,997.42)  | (\$190,334.30) |   |
| 03/31/2025                | 13,685.84                          | 0.00            | 13,685.84    | (\$204,020.14) |   |
| 03/31/2025                | (17,519.91)                        | (700.69)        | (18,220.60)  | (\$186,500.23) |   |
| 04/30/2025                | 13,296.10                          | 0.00            | 13,296.10    | (\$199,796.33) |   |
| 04/30/2025                | (17,025.42)                        | (664.58)        | (17,690.00)  | (\$182,770.92) |   |
| 05/30/2025                | 13,699.84                          | 0.00            | 13,699.84    | (\$196,470.75) |   |
| 05/31/2025                | (17,675.99)                        | (670.22)        | (18,346.21)  | (\$178,794.76) |   |
| 06/30/2025                | 13,273.40                          | 0.00            | 13,273.40    | (\$192,068.16) |   |
| 06/30/2025                | (17,169.85)                        | (631.46)        | (17,801.31)  | (\$174,898.32) |   |
| 07/31/2025                | 13,812.39                          | 0.00            | 13,812.39    | (\$188,710.71) |   |
| 07/31/2025                | (17,837.38)                        | (640.52)        | (18,477.90)  | (\$170,873.33) |   |
| 08/31/2025                | 13,841.08                          | 0.00            | 13,841.08    | (\$184,714.41) |   |
| 08/31/2025                | (17,851.92)                        | (624.79)        | (18,476.71)  | (\$166,862.49) |   |
| 09/01/2025                | (166,862.49)                       | 0.00            | (166,862.49) | \$0.00         |   |
| Totals                    | 0.00                               | (13,647.33)     | (13,647.33)  |                |   |

Issue Number: 2690-002

**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

| Purchase Date: 09/01/2023 | Description: Minor Portion 9/1/25 | Yield:          | 4.9772%      | Record:        | 9 |
|---------------------------|-----------------------------------|-----------------|--------------|----------------|---|
| Maturity Date: 09/01/2025 | Type: Activity                    | IRS Yield:      | 4.9772%      | Fund:          | 2 |
| <u>Date</u>               | <u>Principal</u>                  | <u>Interest</u> | <u>Total</u> |                |   |
| 09/01/2023                | 100,000.00                        | 0.00            | 100,000.00   | (\$100,000.00) |   |
| 09/30/2023                | 0.00                              | (422.83)        | (422.83)     | (\$100,000.00) |   |
| 10/31/2023                | 0.00                              | (455.14)        | (455.14)     | (\$100,000.00) |   |
| 11/30/2023                | 0.00                              | (441.57)        | (441.57)     | (\$100,000.00) |   |
| 12/31/2023                | 0.00                              | (456.04)        | (456.04)     | (\$100,000.00) |   |
| 01/31/2024                | 0.00                              | (454.00)        | (454.00)     | (\$100,000.00) |   |
| 02/29/2024                | 0.00                              | (423.09)        | (423.09)     | (\$100,000.00) |   |
| 03/31/2024                | 0.00                              | (451.50)        | (451.50)     | (\$100,000.00) |   |
| 04/30/2024                | 0.00                              | (436.78)        | (436.78)     | (\$100,000.00) |   |
| 05/31/2024                | 0.00                              | (451.50)        | (451.50)     | (\$100,000.00) |   |
| 06/30/2024                | 0.00                              | (436.60)        | (436.60)     | (\$100,000.00) |   |
| 07/31/2024                | 0.00                              | (451.61)        | (451.61)     | (\$100,000.00) |   |
| 08/31/2024                | 0.00                              | (449.94)        | (449.94)     | (\$100,000.00) |   |
| 09/30/2024                | 0.00                              | (422.55)        | (422.55)     | (\$100,000.00) |   |
| 10/31/2024                | 0.00                              | (417.27)        | (417.27)     | (\$100,000.00) |   |
| 11/30/2024                | 0.00                              | (388.79)        | (388.79)     | (\$100,000.00) |   |
| 12/31/2024                | 0.00                              | (387.37)        | (387.37)     | (\$100,000.00) |   |
| 01/31/2025                | 0.00                              | (373.01)        | (373.01)     | (\$100,000.00) |   |
| 02/28/2025                | 0.00                              | (334.12)        | (334.12)     | (\$100,000.00) |   |
| 03/31/2025                | 0.00                              | (368.14)        | (368.14)     | (\$100,000.00) |   |
| 04/30/2025                | 0.00                              | (356.34)        | (356.34)     | (\$100,000.00) |   |
| 05/31/2025                | 0.00                              | (365.82)        | (365.82)     | (\$100,000.00) |   |
| 06/30/2025                | 0.00                              | (353.18)        | (353.18)     | (\$100,000.00) |   |
| 07/31/2025                | 0.00                              | (366.23)        | (366.23)     | (\$100,000.00) |   |
| 08/31/2025                | 0.00                              | (365.65)        | (365.65)     | (\$100,000.00) |   |
| 09/01/2025                | (100,000.00)                      | 0.00            | (100,000.00) | \$0.00         |   |
| Totals                    | 0.00                              | (9,829.04)      | (9,829.04)   |                |   |

Issue Number: 2690-002

**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

|                           |                                       |            |         |         |    |
|---------------------------|---------------------------------------|------------|---------|---------|----|
| Purchase Date: 09/01/2023 | Description: Alloc 2690002 to 2690002 | Yield:     | 5.3848% | Record: | 10 |
| Maturity Date: 09/01/2024 | Type: Allocation                      | IRS Yield: | 5.3848% | Fund:   | 4  |

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-------------|------------------|-----------------|--------------|
| 09/01/2023  | 365,043.40       | 53.22           | 365,096.63   |
| 09/30/2023  | 1,596.72         | (1,596.72)      | 0.00         |
| 10/31/2023  | 1,668.71         | (1,668.71)      | 0.00         |
| 11/30/2023  | 1,626.33         | (1,626.33)      | 0.00         |
| 12/31/2023  | 1,687.04         | (1,687.04)      | 0.00         |
| 01/31/2024  | 1,687.16         | (1,687.16)      | 0.00         |
| 02/29/2024  | 1,579.43         | (1,579.43)      | 0.00         |
| 03/31/2024  | 1,692.62         | (1,692.62)      | 0.00         |
| 04/30/2024  | 1,644.85         | (1,644.85)      | 0.00         |
| 05/31/2024  | 1,707.70         | (1,707.70)      | 0.00         |
| 06/30/2024  | 1,658.80         | (1,658.80)      | 0.00         |
| 07/31/2024  | 1,723.30         | (1,723.30)      | 0.00         |
| 08/31/2024  | 1,724.70         | (1,724.70)      | 0.00         |
| 09/01/2024  | (385,040.76)     | 19.52           | (385,021.25) |
| Totals      | 0.00             | (19,924.62)     | (19,924.62)  |

|                           |                                       |            |         |         |    |
|---------------------------|---------------------------------------|------------|---------|---------|----|
| Purchase Date: 09/01/2024 | Description: Alloc 2690002 to 2690002 | Yield:     | 4.5599% | Record: | 11 |
| Maturity Date: 09/01/2025 | Type: Allocation                      | IRS Yield: | 4.5599% | Fund:   | 4  |

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-------------|------------------|-----------------|--------------|
| 09/01/2024  | 738,176.90       | (37.41)         | 738,139.48   |
| 09/30/2024  | 3,132.92         | (3,132.92)      | 0.00         |
| 10/31/2024  | 3,093.28         | (3,093.28)      | 0.00         |
| 11/30/2024  | 2,894.14         | (2,894.14)      | 0.00         |
| 12/31/2024  | 2,894.83         | (2,894.83)      | 0.00         |
| 01/31/2025  | 2,798.27         | (2,798.27)      | 0.00         |
| 02/28/2025  | 2,515.88         | (2,515.88)      | 0.00         |
| 03/31/2025  | 2,781.30         | (2,781.30)      | 0.00         |
| 04/30/2025  | 2,702.10         | (2,702.10)      | 0.00         |
| 05/30/2025  | 2,784.14         | (2,784.14)      | 0.00         |
| 06/30/2025  | 2,697.48         | (2,697.48)      | 0.00         |
| 07/31/2025  | 2,807.02         | (2,807.02)      | 0.00         |
| 08/29/2025  | 2,812.85         | (2,812.85)      | 0.00         |
| 09/01/2025  | (772,091.10)     | (90.74)         | (772,181.84) |
| Totals      | 0.00             | (34,042.36)     | (34,042.36)  |

**City of Venus, Texas**  
**Combination Tax and Revenue Certificates of Obligation,**  
**Series 2020**

**Summary of Taxable Transactions**

Issue Number: 2690-002

Calculation Date: 09/01/2025 Annual Compounding: 2 Calc Basis: 30/360 Portfolio Yield: 4.997554%

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u>   | <u>PV Factor</u> | <u>Present Value</u> | <u>Principal Balance</u> |
|-------------|------------------|-----------------|----------------|------------------|----------------------|--------------------------|
| 09/01/2023  | (3,678,468.54)   | (550.91)        | (3,679,019.44) | 1.0000000        | (3,679,019.44)       | 3,678,468.54             |
| 09/30/2023  | 0.00             | 16,104.43       | 16,104.43      | 0.9960316        | 16,040.52            | 3,678,468.54             |
| 10/31/2023  | 0.00             | 16,742.04       | 16,742.04      | 0.9918069        | 16,604.87            | 3,678,468.54             |
| 11/30/2023  | 0.00             | 16,242.88       | 16,242.88      | 0.9878709        | 16,045.87            | 3,678,468.54             |
| 12/31/2023  | 0.00             | 16,775.12       | 16,775.12      | 0.9836808        | 16,501.37            | 3,678,468.54             |
| 01/31/2024  | 0.00             | 16,700.18       | 16,700.18      | 0.9796428        | 16,360.21            | 3,678,468.54             |
| 02/29/2024  | 0.00             | 15,563.15       | 15,563.15      | 0.9758890        | 15,187.90            | 3,678,468.54             |
| 03/31/2024  | 0.00             | 16,608.30       | 16,608.30      | 0.9716165        | 16,136.89            | 3,678,468.54             |
| 04/30/2024  | 0.00             | 16,067.00       | 16,067.00      | 0.9677607        | 15,549.01            | 3,678,468.54             |
| 05/31/2024  | 0.00             | 16,608.40       | 16,608.40      | 0.9636559        | 16,004.78            | 3,678,468.54             |
| 06/30/2024  | 0.00             | 16,060.31       | 16,060.31      | 0.9598317        | 15,415.20            | 3,678,468.54             |
| 07/31/2024  | 0.00             | 16,612.18       | 16,612.18      | 0.9557605        | 15,877.26            | 3,678,468.54             |
| 08/31/2024  | 0.00             | 16,550.98       | 16,550.98      | 0.9518371        | 15,753.83            | 3,678,468.54             |
| 09/01/2024  | 353,136.14       | (17.90)         | 353,118.24     | 0.9518371        | 336,111.04           | 3,325,332.40             |
| 09/30/2024  | (16,545.15)      | 14,118.88       | (2,426.28)     | 0.9480598        | (2,300.26)           | 3,341,877.56             |
| 10/31/2024  | (17,272.40)      | 13,944.73       | (3,327.67)     | 0.9440386        | (3,141.45)           | 3,359,149.96             |
| 11/30/2024  | (16,833.69)      | 13,059.91       | (3,773.78)     | 0.9402922        | (3,548.45)           | 3,375,983.65             |
| 12/31/2024  | (17,462.06)      | 13,077.67       | (4,384.39)     | 0.9363039        | (4,105.12)           | 3,393,445.71             |
| 01/31/2025  | (17,463.33)      | 12,657.80       | (4,805.53)     | 0.9324604        | (4,480.97)           | 3,410,909.04             |
| 02/28/2025  | (16,348.22)      | 11,396.46       | (4,951.77)     | 0.9290147        | (4,600.26)           | 3,427,257.27             |
| 03/31/2025  | (17,519.91)      | 12,617.01       | (4,902.89)     | 0.9248206        | (4,534.30)           | 3,444,777.17             |
| 04/30/2025  | (17,025.42)      | 12,275.18       | (4,750.24)     | 0.9211505        | (4,375.68)           | 3,461,802.59             |
| 05/30/2025  | 0.00             | 13,699.84       | 13,699.84      | 0.9173692        | 12,567.81            | 3,461,802.59             |
| 05/31/2025  | (17,675.99)      | (1,036.04)      | (18,712.02)    | 0.9172434        | (17,163.48)          | 3,479,478.58             |
| 06/30/2025  | (17,169.85)      | 12,288.76       | (4,881.09)     | 0.9136034        | (4,459.38)           | 3,496,648.43             |
| 07/31/2025  | (17,837.38)      | 12,805.64       | (5,031.73)     | 0.9097283        | (4,577.51)           | 3,514,485.80             |
| 08/29/2025  | (13,841.08)      | 13,841.08       | 0.00           | 0.9062424        | 0.00                 | 3,528,326.88             |
| 08/31/2025  | (4,010.84)       | (990.44)        | (5,001.28)     | 0.9059939        | (4,531.13)           | 3,532,337.72             |
| 09/01/2025  | 3,532,337.72     | 446.48          | 3,532,784.20   | 0.9059939        | 3,200,680.87         | 0.00                     |
| Totals      | 0.00             | 350,269.12      | 350,269.12     |                  | 0.00                 |                          |

**City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020**

**Calculation of Actual and Allowable Earnings**

Issue Number: 2690-002

Calculation Date: 09/01/2025 Annual Compoundings: 2 Calc Basis: 30/360 Bond Yield: 1.637059%

| <u>Date</u>   | <u>Principal</u> | <u>Interest</u>   | <u>Total</u>      | <u>FV Factor</u> | <u>Future Value At Allowable Yield</u> |
|---------------|------------------|-------------------|-------------------|------------------|----------------------------------------|
| 09/01/2023    | (3,678,468.54)   | (550.91)          | (3,679,019.44)    | 1.0331454        | (3,800,961.91)                         |
| 09/30/2023    | 0.00             | 16,104.43         | 16,104.43         | 1.0317894        | 16,616.38                              |
| 10/31/2023    | 0.00             | 16,742.04         | 16,742.04         | 1.0303885        | 17,250.81                              |
| 11/30/2023    | 0.00             | 16,242.88         | 16,242.88         | 1.0289895        | 16,713.75                              |
| 12/31/2023    | 0.00             | 16,775.12         | 16,775.12         | 1.0275924        | 17,237.99                              |
| 01/31/2024    | 0.00             | 16,700.18         | 16,700.18         | 1.0261971        | 17,137.68                              |
| 02/29/2024    | 0.00             | 15,563.15         | 15,563.15         | 1.0248038        | 15,949.17                              |
| 03/31/2024    | 0.00             | 16,608.30         | 16,608.30         | 1.0234124        | 16,997.14                              |
| 04/30/2024    | 0.00             | 16,067.00         | 16,067.00         | 1.0220229        | 16,420.84                              |
| 05/31/2024    | 0.00             | 16,608.40         | 16,608.40         | 1.0206353        | 16,951.12                              |
| 06/30/2024    | 0.00             | 16,060.31         | 16,060.31         | 1.0192495        | 16,369.47                              |
| 07/31/2024    | 0.00             | 16,612.18         | 16,612.18         | 1.0178656        | 16,908.96                              |
| 08/31/2024    | 0.00             | 16,550.98         | 16,550.98         | 1.0164836        | 16,823.80                              |
| 09/01/2024    | 353,136.14       | (17.90)           | 353,118.24        | 1.0164376        | 358,922.65                             |
| 09/30/2024    | (16,545.15)      | 14,118.88         | (2,426.28)        | 1.0151035        | (2,462.92)                             |
| 10/31/2024    | (17,272.40)      | 13,944.73         | (3,327.67)        | 1.0137253        | (3,373.34)                             |
| 11/30/2024    | (16,833.69)      | 13,059.91         | (3,773.78)        | 1.0123489        | (3,820.38)                             |
| 12/31/2024    | (17,462.06)      | 13,077.67         | (4,384.39)        | 1.0109744        | (4,432.51)                             |
| 01/31/2025    | (17,463.33)      | 12,657.80         | (4,805.53)        | 1.0096017        | (4,851.67)                             |
| 02/28/2025    | (16,348.22)      | 11,396.46         | (4,951.77)        | 1.0082310        | (4,992.53)                             |
| 03/31/2025    | (17,519.91)      | 12,617.01         | (4,902.89)        | 1.0068620        | (4,936.54)                             |
| 04/30/2025    | (17,025.42)      | 12,275.18         | (4,750.24)        | 1.0054950        | (4,776.34)                             |
| 05/30/2025    | 0.00             | 13,699.84         | 13,699.84         | 1.0041298        | 13,756.41                              |
| 05/31/2025    | (17,675.99)      | (1,036.04)        | (18,712.02)       | 1.0041298        | (18,789.30)                            |
| 06/30/2025    | (17,169.85)      | 12,288.76         | (4,881.09)        | 1.0027664        | (4,894.59)                             |
| 07/31/2025    | (17,837.38)      | 12,805.64         | (5,031.73)        | 1.0014049        | (5,038.80)                             |
| 08/29/2025    | (13,841.08)      | 13,841.08         | 0.00              | 1.0000906        | 0.00                                   |
| 08/31/2025    | (4,010.84)       | (990.44)          | (5,001.28)        | 1.0000453        | (5,001.51)                             |
| 09/01/2025    | 3,532,337.72     | 446.48            | 3,532,784.20      | 1.0000000        | 3,532,784.20                           |
| <b>Totals</b> | <b>0.00</b>      | <b>350,269.12</b> | <b>350,269.12</b> |                  | <b>238,508.02</b>                      |

City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

Calculation of Actual and Allowable Earnings

Issue Number: 2690-002

Calculation Date: 09/01/2025      Annual Compoundings: 2      Calc Basis: 30/360      Bond Yield: 1.637059%

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> | <u>FV Factor</u> | <u>Future Value At Allowable Yield</u> |
|-------------|------------------|-----------------|--------------|------------------|----------------------------------------|
|-------------|------------------|-----------------|--------------|------------------|----------------------------------------|

Summary of Rebtable Arbitrage:

|                                      |                          |
|--------------------------------------|--------------------------|
| Actual Interest Earnings             | 350,269.12               |
| Allowable Interest Earnings          | 111,761.10               |
| <b>Cumulative Rebtable Arbitrage</b> | <b><u>238,508.02</u></b> |

Investment Recap  
City of Venus, Texas  
Combination Tax and Revenue Certificates of Obligation,  
Series 2020

Issue: 2690002  
Bond Yield: 1.637059%  
Start Date:  
Calc Date: 9/1/2025

| Fund:            |      | 2 Yield Restricted Fund        |               |                |         |                  |              |
|------------------|------|--------------------------------|---------------|----------------|---------|------------------|--------------|
| Inv Nbr          | Type | Description                    | Purchase Date | Total Interest | YTM     | IRS Actual Yield | Rebate       |
| 5                | 101  | Const 0015 9/30/2023-9/30/2024 | 09/30/2023    | 227,409.78     | 5.39175 | 5.39175          | 161,404.01   |
| 6                | 101  | Const 0015 9/1/2023-9/30/2023  | 09/01/2023    | 17,519.85      | 5.30622 | 5.30622          | 12,457.31    |
| 7                | 101  | Const 0015 9/30/2024-9/1/2025  | 09/30/2024    | 182,782.84     | 4.48721 | 4.48721          | 116,492.87   |
| 8                | 101  | Int Deferral 9/1/2025          | 09/30/2023    | (13,647.33)    | 4.83592 | 4.83592          | (9,106.94)   |
| 9                | 101  | Minor Portion 9/1/25           | 09/01/2023    | (9,829.04)     | 4.97720 | 4.97720          | (6,677.94)   |
| Total for Fund:  |      |                                |               | 404,236.10     |         |                  | 274,569.32   |
|                  |      |                                |               |                |         |                  |              |
| Fund:            |      | 4 UCAP Deallocation            |               |                |         |                  |              |
| Inv Nbr          | Type | Description                    | Purchase Date | Total Interest | YTM     | IRS Actual Yield | Rebate       |
| 10               | 106  | Alloc 2690002 to 2690002       | 09/01/2023    | (19,924.62)    | 5.38486 | 5.38486          | (14,152.18)  |
| 11               | 106  | Alloc 2690002 to 2690002       | 09/01/2024    | (34,042.36)    | 4.55993 | 4.55993          | (21,909.12)  |
| Total for Fund:  |      |                                |               | (53,966.98)    |         |                  | (36,061.30)  |
|                  |      |                                |               |                |         |                  |              |
| Total for Issue: |      |                                |               | \$350,269.12   |         |                  | \$238,508.02 |

# INVOICE

**Hilltop Securities Asset Management, LLC  
Arbitrage Rebate Compliance Services**

City of Venus, Texas  
700 West US Highway 67  
Venus, TX 76084-

Ms. Becky Wilkins, Finance Director

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**Invoice Date: 10/14/2025**

**Invoice Number: R22075**

Computational fee incurred in connection with the arbitrage calculations prepared for the attached detailed bond issue(s):

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**Total Amount Due: \$1,470.00**

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**Please remit payment to:**

**Via Mail:**  
**Hilltop Securities Asset Management, LLC**  
**Attention: Arbitrage Rebate Department**  
**717 N. Harwood Street, Suite 3400**  
**Dallas, TX 75201**

**If paying by Wire or ACH, please contact**  
**Ms. Ly-Minh Pham to receive complete filing**  
**instructions sent via encrypted e-mail.**

**214-953-8852**  
**ly.pham@hilltopsecurities.com**

# INVOICE

## Hilltop Securities Asset Management, LLC Arbitrage Rebate Compliance Services

Invoice Number: R22075

| Par Amount  | Issue Description                                             | Period   |          | Number<br>of Years | Annual Fee    | Current Fee       |
|-------------|---------------------------------------------------------------|----------|----------|--------------------|---------------|-------------------|
|             |                                                               | From     | To       |                    |               |                   |
| \$4,175,000 | 2020 Combination Tax & Revenue CO                             | 09/30/24 | 09/01/25 | 0.92               | \$1,600.00    | \$1,470.00        |
| Notes:      | Installment Yeild Restriction Calculation, prorated; Base Fee |          |          |                    |               |                   |
|             |                                                               |          |          |                    | <b>Total:</b> | <b>\$1,470.00</b> |

**ITEM REPORT**

**To:** City Council  
**From:**  
**Subject:** Discuss and consider the appointment to the Planning and Zoning Commission Place 5.  
**Department/Office:** City Secretary

**Summary:**

**Recommended Action:**

**Budget:**

**Attachments:**

None

## ITEM REPORT

**To:** City Council  
**From:** Becky Wilkins, Finance Director  
**Subject:** Discuss and consider Laserfiche as a full-service repository solution for all City of Venus records.  
**Department/Office:** Finance

### Summary:

Laserfiche is a City-wide solution for records and other options to allow better and more accurate retention of documents. Current software packages have limitations on the number of documents that can be stored in each file. Given that so many of our municipal records are permanent retention, we need a cost-effective and city-wide solution for our paper records. The software also has features that allow for online applications, which could be utilized in Human Resources and in Utility Billing for new accounts. Current processes require a paper application and for our customers to come in to set up a utility account. This solution would allow us to process applications via email, and would allow better and quicker access for our customers.

### Recommended Action:

Approve expenditure from City-wide information technology funds to provide a records retention solution.

### Budget:

The cost of the software is currently available in multiple City-wide information technology line items due to the cancellation of Tyler Technology products and lower annual fees for Fund View and other software packages.

### Attachments:

1. Laserfiche Cloud Subscription Agreement
2. Digital Age Tech Consultants and the City of Venus, Texas - Laserfiche Software and Phase 1 SOW Contract - 10-14-2025
3. Digital Age Tech Consultants and the City of Venus, Texas - Master Services Agreement Contract - 10-14-2025



## Cloud Subscription Agreement

THIS CLOUD SUBSCRIPTION AGREEMENT ("**Agreement**") IS A LEGAL AGREEMENT THAT APPLIES TO SUBSCRIBER'S USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT, AND ALL CLOUD COMPONENTS. THE TERMS "SUBSCRIBER", "LASERFICHE CLOUD", "SERVICES ENVIRONMENT" AND "CLOUD COMPONENTS" ARE EACH DEFINED BELOW. THIS AGREEMENT INCORPORATES BY REFERENCE THE FOLLOWING (COLLECTIVELY, THE "**Additional Policies**"): (A) THE LASERFICHE DPA AND (B) ANY OTHER POLICIES OR TERMS REFERENCED IN THIS AGREEMENT.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 19.4. BY ACCEPTING THIS AGREEMENT (WHETHER BY CHECKING ANY "ACCEPT" OR "AGREE" MECHANISM OR INDICATING ASSENT BY ANY OTHER ACCEPTANCE PROCESS MADE AVAILABLE BY LASERFICHE) OR ACCESSING OR USING ANY CLOUD COMPONENT, LASERFICHE CLOUD OR THE SERVICES ENVIRONMENT, (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUBSCRIBER TO THIS AGREEMENT, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AND SUBSCRIBER AGREE THAT SUBSCRIBER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ALSO CONSTITUTES SUBSCRIBER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED IN THE ADDITIONAL POLICIES.

IF SUBSCRIBER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF SUBSCRIBER, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT. ANY USE OF LASERFICHE CLOUD, THE SERVICES ENVIRONMENT OR ANY CLOUD COMPONENT THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IS UNAUTHORIZED AND UNLAWFUL.

**1.0 Definitions.** The following definitions will apply to this Agreement:

**"Account"** means the account Laserfiche provisions for Subscriber in the Services Environment through which Subscriber and Users can access services and content according to the Subscriptions ordered by Subscriber, including Laserfiche Cloud and Subscriber Content.

**"Affiliate"** means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

**"Cloud Client Components" or "Client Components"** means a Cloud Component that Laserfiche authorizes Subscriber to download and use with Laserfiche Cloud in accordance with Section 7.1.1(b) of this Agreement.

**"Cloud Components"** means those Laserfiche proprietary software products, tools, modules, application programming interfaces, algorithms, or components that Laserfiche offers for use as part of Laserfiche Cloud or for interacting with the Services Environment.

**"Confidential Information"** means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given

the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) nonpublic information relating to a party or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that each party is obligated to keep confidential; and (c) the terms of any agreements, discussions or negotiations between the parties, the Laserfiche Solution Providers or Affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Subscriber without any obligation of confidentiality at the time Subscriber received it from us; (iii) is received from a third-party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party's Confidential Information.

**"Data Center Region"** refers to the geographic region in which Subscriber's Services Environment is physically hosted. The Data Center Region applicable to Laserfiche Cloud is set forth in the DPA, unless agreed to otherwise in writing.

**"Documentation"** means the getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications published by Laserfiche about Laserfiche Cloud and the Services Environment.

**"DPA" or "Laserfiche DPA"** means the Laserfiche Data Processing Addendum, including all documents attached or referenced therein.

**"Effective Date"** means the earlier to occur of the following dates: (a) the date on which Laserfiche provisions Subscriber's Account and gives Subscriber administrative access to Subscriber's first Laserfiche Cloud Subscription, or (b) the date that Subscriber accepts this Agreement.

**"Evaluation Product"** means Laserfiche Cloud Components furnished to Subscriber for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 7.2, and that are not the subject matter of a separate written trial, evaluation or beta agreement executed by and between Laserfiche and Subscriber.

**"Excluded Claim"** shall have the meaning set forth in Section 9.0.

**"Hosting Provider"** means Amazon Web Services, the third-party web hosting provider that maintains the public cloud infrastructure Laserfiche uses to provide the Services Environment in the applicable Data Center Region.

**"Intellectual Property Rights"** means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

**"Laserfiche", "we", "our" or "us"** means the Laserfiche entity that is contracting with Subscriber, as set forth in Section 19.4.1.

**"Laserfiche Cloud" or "Laserfiche Cloud Subscriptions"** means the mix of Cloud Components running

as services in the Services Environment.

**“Laserfiche Content”** means all content that we make available in connection with Laserfiche Cloud or on [www.laserfiche.com](http://www.laserfiche.com) (the **“Laserfiche Site”**), including Documentation, but excluding Cloud Components and Third-Party Content.

**“Laserfiche Software”** means Laserfiche’s proprietary application programming interfaces, software, algorithms, software libraries, command line tools, and other code or technology comprised in: (a) Laserfiche Cloud, (b) the Cloud Components, (c) the Services Environment, and (d) any and all modifications and enhancements to the foregoing.

**“Laserfiche Solution Provider”** means any other entity or person that has been authorized by us to market Subscriptions and provide Subscribers certain Support to facilitate Subscriber’s use of Laserfiche Cloud and any other Subscriptions purchased by Subscriber.

**“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

**“Personal Data”** shall have the meaning set forth in the DPA.

**“Services Environment”** means the hosted environment provided by Laserfiche from which Subscriber may remotely access, as applicable and subject to the terms and conditions of this Agreement: (a) Subscriber’s Laserfiche Cloud Subscriptions, (b) Third-Party Content, and (c) Subscriber Content.

**“Subscriber”** means the individual, company, or other legal entity that is purchasing a Subscription under this Agreement.

**“Subscriber Content”** means, excluding any Laserfiche Software, Laserfiche Content, Third-Party Content, or Third-Party Products, all electronic documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other electronic content or information that Subscriber or any User, either directly or indirectly (through the use of bots or other automated tools): (a) uploads to the Services Environment, (b) runs on Laserfiche Cloud, or (c) causes to interface, even on a temporary basis, with Laserfiche Cloud or the Services Environment. Subject to Section 8.0, Subscriber Content includes Personal Data.

**“Subscription Period”** shall have the meaning set forth in Section 6.1.

**“Subscriptions”** means term-based licenses to use Cloud Components ordered by Subscriber directly or indirectly from Laserfiche. A Subscription also includes Client Components, subject to Subscriber’s payment of any applicable fees.

**“Subscription Usage Limit”** shall have the meaning set forth in Section 4.6.

**“Support”** refers to either Laserfiche’s obligation or, if Subscriber has a Laserfiche Solution Provider, Subscriber’s Laserfiche Solution Provider’s obligation, to provide Subscriber with ongoing assistance in onboarding, initiating, configuring, accessing, and utilizing the functionality and features of Laserfiche Cloud. As applicable, we agree to provide more specialized technical assistance to Subscriber’s Laserfiche Solution Provider (as applicable) should Subscriber’s issue appear unusually complex or difficult for Subscriber’s Laserfiche Solution Provider to resolve after reasonable diligence.

**“Third-Party Content”** means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information owned by a third-party, excluding Third-Party Products.

**“Third-Party Product”** means any product or service offering that is proprietary to a third-party.

**“User”** means an individual whom Subscriber has authorized to access or use Laserfiche Cloud or the Services Environment, for whom Subscriber has ordered Laserfiche Cloud and any other Subscriptions, and to whom Subscriber has supplied a User identification and password to access Subscriber’s Account. Users may include, for example, Subscriber’s employees, consultants, contractors and agents, and third parties with whom Subscriber transacts business.

**“Wind Down Period”** has the meaning given to such term in Section 6.3.

**2.0 Laserfiche Cloud.** We will make Laserfiche Cloud, the Services Environment and Cloud Components available to Subscriber pursuant to this Agreement.

### **3.0 Payment and Fees**

**3.1 Subscriptions.** The first Laserfiche Cloud Subscription Subscriber orders shall commence on the Effective Date. Additional Cloud Components may be used with Subscriber’s Account subject to Subscriber’s payment of the applicable fees (if any) for the additional Cloud Components. Any additional Cloud Components licensed or subscribed by Subscriber will terminate on the same termination date as the first Laserfiche Cloud Subscription purchased by Subscriber.

**3.2 Fees.** All fees are due upfront for Subscribers who pay Laserfiche directly. There will be no refunds for decreases in Subscription Usage Limits during a Subscription Period for any Subscription.

**3.3 Payments.** As applicable, Subscriber’s Laserfiche Solution Provider may choose to bill Subscriber themselves or require Subscriber to submit credit card information to us so that we may charge Subscriber’s credit card. If we charge Subscriber’s credit card, the charge will be reflected in Subscriber’s Account. If Subscriber is required to submit credit card information to us, Subscriber is responsible for providing complete and accurate billing, credit card, and contact information and notifying us of any changes to such information. If Subscriber provides credit card information, Subscriber authorizes a charge to Subscriber’s credit card for the Subscriptions Subscriber orders for the initial Subscription Period, any renewal Subscription Period(s), and when Subscriber exceeds Subscription Usage Limits.

**3.4 Overdue Charges.** If we do not receive any amount Subscriber owes by the due date, then, without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If Subscriber’s payment is late by 30 days or more, we may reduce or suspend access to Subscriber’s Account and the Services Environment and begin collection efforts. If the amounts Subscriber owes us are not paid within 60 days of the due date, we may cancel Subscriber’s Account, terminate Subscriber’s Subscriptions and the Services Environment, and delete Subscriber Content in accordance with Section 6.

**3.5 Taxes.** Our fees do not include any taxes, levies, duties or similar governmental

assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, “**Taxes**”). Subscriber is responsible for paying all Taxes associated with Subscriber’s Subscriptions. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

#### **4.0 Certain Qualifications**

**4.1 Ownership of Subscriber Content.** Subscriber retains exclusive ownership of Subscriber Content, including any modifications, enhancements and improvements thereto, including any Intellectual Property Rights therein. Subscriber is responsible for the accuracy, quality and legality of Subscriber Content and the means by which Subscriber or any User acquired and use Subscriber Content (including, providing adequate privacy notices under applicable law).

**4.2 License to Subscriber Content.** Subscriber grants us, the Hosting Provider, and our respective Affiliates, a worldwide license, during the Subscription Period and the Wind Down Period, to host, copy, transmit, and display or execute Subscriber Content as reasonably necessary for us to provide the functionality of Laserfiche Software, Laserfiche Cloud, and the Services Environment, including pushing and pulling Subscriber Content to and from Third-Party Product integrations Subscriber chooses to use with Laserfiche Software, Laserfiche Cloud, or the Services Environment. Subscriber acknowledges and agrees that Subscriber’s revocation of any of the foregoing licenses granted by Subscriber shall release Laserfiche from all obligations to provide or make available Laserfiche Cloud, the Subscriptions, and/or the Services Environment, in whole or in part, to Subscriber and any User and we shall not be obligated under any circumstances to refund any amounts paid by Subscriber to us. Subject to the limited licenses granted by Subscriber to us in this Agreement, we acquire no right, title or interest from Subscriber or Subscriber’s licensors under this Agreement in or to Subscriber Content. We make no representation or warranty regarding the interoperability of Subscriber Content with the Services Environment, Laserfiche Software, or any Third-Party Product integrations. Subscriber will obtain all necessary rights and permissions to enable, and grant the rights and permissions granted under this Agreement to, Laserfiche, its Affiliates, and contractors, to use, transfer, provide, store and otherwise process Subscriber Content in the Service Environment and in connection with Subscriber’s use of the Laserfiche Software (including, the collection or transmission of Subscriber Content from or to any Third-Party Product), without violating the rights of any third-party or otherwise obligating Laserfiche to Subscriber or to any third-party. This includes Subscriber making necessary disclosures and obtaining consent, if required, before providing individuals’ information, including personal or other regulated data in Subscriber Content. If any of Subscriber Content could be subject to governmental regulation or may require security measures beyond those specified by Laserfiche for Laserfiche Cloud, Subscriber will not input into the Services Environment, use with any Cloud Component, or provide Laserfiche, any such Subscriber Content unless Laserfiche has otherwise first agreed in writing to implement additional security and other measures. Subscriber is also solely responsible for the development, operation, maintenance, and use of Subscriber Content, including, by way of example: (i) the technical operation of Subscriber Content, including the interoperability of Subscriber Content with the Services Environment and Laserfiche Software; (ii) compliance of Subscriber Content with all applicable laws and regulations; (iii) any claims relating to Subscriber Content; (iv) proper handling and processing of notices sent to Subscriber (or any of Subscriber’s Affiliates) by any person claiming that Subscriber Content infringes or violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act; and (v) the theft, loss or destruction of Subscriber Content caused by actions or events other than the acts or omissions of Laserfiche. Laserfiche does not and will not assume any obligations with respect to Subscriber Content or to Subscriber’s use of the Laserfiche Software, Laserfiche Cloud, and the Services Environment, other than as expressly set forth in this Agreement or as required by applicable law.

**4.3 Third-Party Content & Third-Party Products.** Third-Party Content and Third-Party Products are subject to the applicable third-party's terms and conditions, including privacy and data gathering practices. We make no representation or warranty regarding Third Party Content or Third-Party Products or the interoperability of the Services Environment or Laserfiche Cloud with Third Party Content or Third-Party Products. Subscriber's use of Third-Party Content and Third-Party Products is at Subscriber's sole risk and any separate fees, charges, and obligations Subscriber incurs in Subscriber's dealings with the applicable third parties, are Subscriber's responsibility. Subscriber agrees not to use any Third-Party Content and Third-Party Products other than in accordance with this Agreement and the applicable third-party's terms and conditions. With respect to the use of any Third-Party Content or Third-Party Products, in the event of conflict or inconsistency between any provision of this Agreement and the applicable third-party's terms and conditions, the third-party's terms and conditions shall control but only so long as the use of the Third-Party Content or Third-Party Product, as applicable, in conjunction with Laserfiche Cloud is not in violation of this Agreement.

**4.4 Security.** We will provide an infrastructure for securing data and will maintain the Services Environment at an industry standard level of security as further described in the Laserfiche DPA. Subscriber must use reasonable security precautions in connection with Subscriber's use of the Laserfiche Site, Services Environment, and Subscriptions.

**4.5 Service Levels.** Subject to Subscriber's compliance with all of the terms and conditions of this Agreement, including payment obligations, Laserfiche will provide Laserfiche Cloud in accordance with the then-current Laserfiche Cloud Service Level Agreement ("**SLA**"). The SLA, the terms of which are incorporated herein by reference, is available [here](#). Subscriber acknowledges that Subscriber has reviewed a copy of the current SLA. Laserfiche's entire obligation, and Subscriber's exclusive remedy for any service level violation, will solely be the specific remedies set forth in the SLA, with no substitution.

**4.6 Subscription Usage Limits.** Subscriptions ordered by Subscriber may be subject to usage limits ("**Subscription Usage Limits**"). Unless otherwise specified in an order, (a) a quantity in such order refers to the maximum number of Users permitted to access and use the Cloud Component, (b) a User's password may not be shared with any other individual, and (c) a User-based Subscription may be reassigned to a new individual replacing one who no longer requires ongoing use of the Subscription. If Subscriber exceeds any Subscription Usage Limit, Subscriber agrees to pay the amount for any excess usage in accordance with Laserfiche's applicable pricing and payment terms then in effect.

**4.7 Usage Restrictions.** Subscriber must use Subscriber's Subscriptions only in the ordinary course of Subscriber's business in accordance with the terms and conditions of this Agreement, the Documentation, and all applicable laws and regulations. Subscriber will not, and will not allow Users or other third parties to (a) make Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, available to, or use Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content for the benefit of, anyone other than Subscriber or Users, (b) use Laserfiche Cloud, any Subscription, the Laserfiche Software or Services Environment to create, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to create, store or transmit material in violation of third-party privacy, copyright, trademark, patent or other Intellectual Property Rights, (c) use Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment to create, store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, or any Laserfiche Content, (e) attempt to gain unauthorized access to Laserfiche Cloud, any Subscription, the Laserfiche Software or

the Services Environment, or any systems or networks related to the foregoing, (f) permit direct or indirect access to, or use of, Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment in a way that circumvents any Subscription Usage Limit, (g) copy any Laserfiche Software or Laserfiche Content except as expressly permitted in Section 7.1 of this Agreement, (h) embed or mirror any part of Laserfiche Cloud, any Subscription, the Services Environment, or any Laserfiche Content, other than embedding on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes or as permitted in the applicable Documentation, (i) access or use any Laserfiche Software or Laserfiche Content to develop, create, train, improve or build a product or service that competes with, or is similar to, Laserfiche Cloud, any Subscription, or any Laserfiche Software or Laserfiche Content, or for any other benchmarking or competitive purpose, or (j) use any Third Party Content or Third Party Product with Laserfiche Cloud other than as permitted by the applicable third-party's terms and conditions therefor and this Agreement. In addition to any other available remedies, Laserfiche may, in its sole discretion, immediately suspend or terminate Subscriber's or any User's use of Laserfiche Cloud and any Laserfiche Software and Laserfiche Content based on any suspected violation of this Section 4.7. Any violation of this Agreement by Subscriber or its Users is deemed a violation of Laserfiche's Intellectual Property Rights and Subscriber shall notify us promptly of any such violation. Subscriber will provide Laserfiche with any assistance Laserfiche requests to reasonably confirm compliance with this Agreement.

**4.8 High Risk Activities.** The Laserfiche Software, Laserfiche Cloud, and the use of the Services Environment, are not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software, Laserfiche Cloud, or the Services Environment, could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability, performance, or availability, of Laserfiche Software, Laserfiche Cloud, or the Services Environment, for these types of activities.

**4.9 Subscriber Indemnification.** Subscriber will defend, indemnify, and hold harmless Laserfiche and each Laserfiche Solution Provider, Laserfiche Affiliate and Laserfiche authorized reseller, and each of Laserfiche's, Laserfiche Solution Provider's, Laserfiche Affiliate's and Laserfiche authorized resellers' employees, officers, directors, shareholders, representatives, and agents (collectively, "**Indemnified Parties**"), from and against any and all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third-party claim concerning: (a) Subscriber, any Subscriber Affiliate's or any User's use of Laserfiche Cloud, the Subscriptions, Laserfiche Software, Laserfiche Content, Third Party Content, or Third Party Products, including any activities or use by Subscriber's or Subscriber's Affiliates' employees, contractors, representatives or agents; (b) breach of this Agreement or violation of applicable law by Subscriber, any Subscriber's Affiliate, or any User; (c) Subscriber Content or the combination of Subscriber Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Subscriber Content or by the use, development, design, production, advertising or marketing of Subscriber Content; (d) Subscriber's breach of any of Subscriber's obligations, contractual or otherwise, that Subscriber may owe to Users as a result of, or in connection with, the use of Laserfiche Software, Laserfiche Content, Laserfiche Cloud, the Services Environment, or associated services or Support; (e) use of Third Party Content or Third Party Products with Laserfiche Software, Laserfiche Cloud or the Services Environment; (f) a dispute between Subscriber, any Subscriber's Affiliate or any User, on the one hand, and any third-party; (g) a dispute between Subscriber or any Subscriber's Affiliate, on the one hand, and any User; or (h) an Excluded Claim. If we or any other Indemnified Party is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, Subscriber will also reimburse us for reasonable attorneys' fees, as well as the applicable Indemnified Party's

employees', contractors', representatives' and agents' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We have the right to assume control of the defense and settlement of the claim at any time whenever it may affect our rights or intellectual property, directly or indirectly, at Subscriber's expense. However, Subscriber may, at Subscriber's expense: (a) use counsel of Subscriber's own choosing (subject to our written consent) to defend claims against Subscriber; and (b) settle the claim against Subscriber (but not against Laserfiche or any other Indemnified Party without our express written consent) as Subscriber deems appropriate, provided that Subscriber obtains our prior written consent before entering into any settlement, which shall not be unreasonably withheld. For the purposes of this subsection 4.9, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Parties arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

**4.10** If Subscriber is a government entity unable, as a matter of law, to provide indemnification to Laserfiche, subsection 4.9 above shall not apply. However, Subscriber agrees that use of any Third-Party Content, Subscriber Content, Confidential Information, Third Party Products, or other non-Laserfiche products, or services Subscriber provides, directly or indirectly, in connection with Laserfiche Software or Laserfiche Content will not infringe any third-party's patent, copyright or trademark or make unlawful use of any third-party's trade secret. In addition, Subscriber will not use our products or services in violation of any Laserfiche Documentation with respect to usage limitations and guidelines.

**4.11 Changes.** From time to time, we reserve the right to modify or enhance Laserfiche Software and the Services Environment with the objective of providing Subscriber with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to Subscriber. In addition, from time to time, we reserve the right to modify or enhance Laserfiche Content.

## **5.0 Laserfiche Proprietary and Other Rights**

**5.1 Laserfiche Ownership Rights.** All right, title and interest in and to Laserfiche Cloud, Laserfiche Software, Laserfiche Content, and Laserfiche's Confidential Information, and any modifications, enhancements and improvements thereto, including all Intellectual Property Rights therein, are and at all times shall remain the sole and exclusive property of Laserfiche and its licensors, and shall be subject to the terms and conditions of this Agreement. This Agreement does not convey any rights of ownership. No rights are granted hereunder other than as expressly set forth in Section 7 of this Agreement. No implied licenses are granted by us.

**5.2 Feedback.** Subscriber has no obligation to provide any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of the Services Environment, Laserfiche Cloud or any Laserfiche Software, or Laserfiche Content (collectively, "**Feedback**"). Subscriber grants us and our Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid license to use and incorporate into, and distribute as a part of, Laserfiche Cloud, Laserfiche Software, Laserfiche Content or any other products, services or content, any Feedback that Subscriber or Users voluntarily provide to Laserfiche or its Affiliates. Laserfiche has no obligation to respond to or use any Feedback. Notwithstanding anything in this Section, Laserfiche will not utilize such Feedback to imply endorsement by Subscriber from such Feedback unless explicit consent for such purposes has been obtained from Subscriber.

**5.3 Administrative Tools & Administrative Information.** Subscriber agrees that

Laserfiche may use tools, scripts, software, and utilities (collectively, the “**Administrative Tools**”) to monitor and administer Laserfiche Cloud, the Subscriptions, and the Services Environment, and to help resolve Subscriber’s service requests. The Administrative Tools will not collect or store any of Subscriber Content residing in the Services Environment, except as necessary to provide Laserfiche Cloud, the Subscriptions, and the Services Environment and/or troubleshoot service requests or other problems with Laserfiche Cloud, the Subscriptions, and the Services Environment. Subscriber further agrees that information collected by the Administrative Tools (excluding Subscriber Content) (“**Administrative Information**”) may also be used to assist in managing Laserfiche’s product and service portfolio, to assist Laserfiche address deficiencies in its product and service offerings, and for license management and the management of Laserfiche Cloud, the Subscriptions, and the Services Environment. Laserfiche retains all Intellectual Property Rights in and to Administrative Information. If any rights in or to any Administrative Information vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Administrative Information to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

**5.4 Service Analyses.** Laserfiche may (i) compile statistical and other information related to the performance, operation and use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and (ii) use data from Laserfiche Cloud, the Subscriptions, and the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as “**Service Analyses**”). Laserfiche may make Service Analyses publicly available; however, Service Analyses will not incorporate Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, and Service Analyses do not constitute Personal Data. Laserfiche retains all Intellectual Property Rights in and to Service Analyses. If any rights in or to any Service Analyses vests in Subscriber, Subscriber hereby unconditionally and irrevocably assigns to Laserfiche all worldwide Intellectual Property Rights and other proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, Subscriber hereby licenses all such Service Analyses to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid-up basis.

**5.5 IA Tools.** Subscriber acknowledges that Laserfiche Software may include robotic process automation, business process automation, machine learning, natural language processing and artificial intelligence algorithms, features, and tools (collectively, “**Intelligent Automation Tools**” or “**IA Tools**”). To the extent Laserfiche Software incorporates IA Tools, Subscriber agrees that Laserfiche may use Subscriber Content for training, improving, and developing such IA Tools. Our IA Tools and any configurations, designs, models or generative content produced or generated by IA Tools (collectively, “**IA Derivatives**”) will not incorporate Subscriber Content or Subscriber Confidential Information in a form that identifies Subscriber or any individual, except to the extent necessary for Laserfiche to provide the functionality of Laserfiche Software and Laserfiche Cloud to Subscriber. Laserfiche retains all Intellectual Property Rights in and to such IA Tools and IA Derivatives which shall be treated as, and shall become part of, Laserfiche Software or Laserfiche Content, as applicable.

**5.6 Laserfiche API.** To the extent Subscriber chooses to utilize the Laserfiche API functionality, the Laserfiche API License Agreement is hereby incorporated by reference. A copy of the API License Agreement is available upon request.

**6.0 Term; Termination.** This Agreement commences on the Effective Date and continues until all

of Subscriber's Laserfiche Cloud Subscriptions have expired or have been terminated.

**6.1 Term of Purchased Subscriptions.** The term of each Subscription will be as specified in the applicable order (a "**Subscription Period**"). With respect to each Subscription, except for Evaluation Products (see Section 7.2), the Subscription Period will automatically renew for one year, effective on the first day after the end of the previous Subscription Period (the "**Renewal Date**"), unless Subscriber gives us written notice of Subscriber's election not to renew that Subscription ("**Notice of Non-Renewal**") at least 30 days before the Renewal Date. Subscriptions for which Subscriber has given Notice of Non-Renewal will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription Period. The per-unit pricing during any renewal Subscription Period will be at Laserfiche's then-current pricing for that Subscription on the Renewal Date.

**6.2 Termination for Cause.** Without prejudice to any other remedies, each party will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within 20 days after receiving written notice of such breach, provided, that the period to cure a breach with respect to Subscriber's payment obligations will be 10 days. Material breaches include non-payment or any violation of law or the confidentiality obligations set forth in Section 14.

**6.3 Access Post Termination.** Upon Subscriber's written request prior to termination, Subscriber will have 30 days immediately following termination (the "**Wind Down Period**") to export or download Subscriber Content. Subscriber will be charged our then-current rates for downloading Subscriber Content during the Wind Down Period. After the Wind Down Period, we will have no obligation to maintain or provide any of Subscriber Content at any time and reserve the right to delete or destroy Subscriber Content in connection with Subscriber's Account or that is otherwise in our possession or control, unless prohibited by law.

**6.4 Miscellaneous.** From and after termination or expiration of this Agreement: (i) except for the licenses granted in Sections 5 and 7 and, subject to Section 6.3, all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Agreement will survive the termination or expiration of this Agreement and remain binding upon and for the benefit of the parties; and (iii) all fees and any other monies due to Laserfiche by Subscriber will become immediately due and payable. Without limiting Section 6.4(ii), the following Sections shall survive any termination or expiration of this Agreement: 1, 3 (to the extent Subscriber owes us any fees as of termination or expiration of this Agreement), 4, 5, 6.3, 6.4, 7.3, 9, and 10 through 19.

## **7.0 Limited License Grants by Laserfiche**

### **7.1 Limited License Grants**

**7.1.1 Cloud Components.** Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to: (a) access and use those Cloud Components made available by Laserfiche in the Services Environment, and (b) download, install and execute Cloud Client Components solely on servers owned or operated by or for Subscriber for the purpose of interacting with the Services Environment. The foregoing licenses are limited to the Cloud Components included within the

Subscription and Subscriber may not use the Cloud Components except in accordance with this Agreement and in conjunction with Subscriber Content that complies with this Agreement. Subscriber's right to use all Cloud Components will terminate upon on the date on which Subscriber's right to use Laserfiche Cloud ends.

**7.1.2 Laserfiche Content.** Subject to the terms and conditions of this Agreement (including timely payment of any applicable Subscription fees), we grant Subscriber a limited, revocable, non-exclusive, non-sublicensable, non-transferable right, during the applicable Subscription Period, to access and use within the Services Environment, or download, reproduce and use solely on servers owned or operated by or for Subscriber, Laserfiche Content in each case solely in connection with Subscriber's use of Laserfiche Cloud. Subscriber's right to use Laserfiche Content will terminate upon the date on which Subscriber's right to use Laserfiche Cloud ends.

**7.2 Evaluation License.** Subscriber's use of any Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by Subscriber's employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Evaluation Product to prospective licensees or evaluation and testing of the Evaluation Product for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any service level provided in Section 4.5 and warranty provided in Section 10) of any kind, express or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. Subscriber may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Subscriber's receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section 7.2), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to Subscriber for any use of the Evaluation Product. Subscriber authorizes Laserfiche and its Affiliates, and their respective sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas Subscriber or any User provides to us in connection with Subscriber's use of the Evaluation Product. In addition to the restrictions set forth in this Section 7.2 and this Agreement, Subscriber shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this Agreement, all other provisions stand and remain unaltered. Laserfiche reserves the right to terminate the licenses granted under this Section 7.2 with respect to any Evaluation Product prior to the end of the Evaluation Period for any breach of this Agreement or other cause. At the end of the Evaluation Period, Subscriber's access to the Evaluation Product will be automatically terminated, with or without notice, unless Subscriber elects to license the services on a paid subscription basis at least two business days prior to the end of the Evaluation Period. This Section shall apply only with respect to Evaluation Products.

**7.3 Unauthorized Use or Misuse of Laserfiche Cloud, Laserfiche Software, or Laserfiche Content.** Neither Subscriber nor any User may use Laserfiche Cloud or any Subscription in any manner or for any purpose other than as expressly permitted by this Agreement. Without limiting the foregoing, Subscriber may not nor shall Subscriber allow any third-party (including any User) to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Laserfiche Software or Laserfiche Content; (b) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, disassemble, or decompile any Laserfiche Software or apply any other process or procedure to derive the source code of any Laserfiche Software; (c) access, download or use any Laserfiche Software in a way intended to avoid incurring fees or exceed usage limits or quotas; or (d) access, download, or use Laserfiche Software or Laserfiche Content in any manner or for any

purpose other than as expressly permitted by this Agreement. All licenses granted to Subscriber in this Agreement are conditioned on Subscriber's continued compliance with this Agreement, and such licenses will terminate in accordance with this Agreement if Subscriber does not comply with any term or condition of this Agreement. During and after any Subscription Period, Subscriber will not assert, nor will Subscriber authorize, assist, or encourage any third-party to assert, against us or any of our Affiliates, Laserfiche Solution Providers, Hosting Provider, Laserfiche authorized resellers, or our licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud or any Laserfiche Software or Laserfiche Content. Subscriber may not use any trademark of Laserfiche without our express, prior written permission.

## **8.0 Data Protection; Data Center Region**

**8.1** The DPA, terms of which are incorporated herein by reference, is available [here](#). The DPA describes the parties' respective roles for the processing and control of Personal Data that Subscriber provides to Laserfiche as part of subscribing to Laserfiche Cloud. Subscriber acknowledges that Subscriber has reviewed a copy of the current DPA.

**8.2** To the extent Subscriber Content includes Personal Data (as defined in the DPA), Subscriber agrees that Subscriber will be the data controller and Laserfiche will be the data processor. The parties will comply with the applicable DPA associated with Subscriber's Account, unless otherwise stated in Subscriber's order.

**8.3** Laserfiche will provide production and failover systems in the Data Center Region. Laserfiche and its Affiliates may perform certain aspects of Laserfiche Cloud, such as high level service administration and support, as well as other services (including professional services and disaster recovery), from locations worldwide. If Subscriber is a U.S., state or local government entity, the foregoing shall not apply, and Subscriber's Services Environment will reside solely in a Data Center within the United States of America.

**9.0 Infringement Indemnification.** Laserfiche will defend, at its own expense, any claim or action against Subscriber or its Affiliates brought by a third-party to the extent that the action is based upon a claim that the Laserfiche Software or Laserfiche Content infringes any copyrights or misappropriate any trade secrets of such third-party, and Laserfiche will pay those costs (including reasonable attorneys' fees) and damages finally awarded against Subscriber or its Affiliates in any such action that are specifically attributable to such claim or those costs (including reasonable attorneys' fees) and damages agreed to by Laserfiche in a monetary settlement of such action. The foregoing obligations are conditioned on Subscriber notifying Laserfiche promptly in writing of such action, giving Laserfiche sole control of the defense thereof and any related settlement negotiations, and at Laserfiche's reasonable request and expense, cooperating and assisting in such defense. If the Laserfiche Software or Laserfiche Content becomes, or in Laserfiche's opinion is likely to become, the subject of an infringement claim, or if Laserfiche is enjoined or, in Laserfiche's opinion is likely to be enjoined, from making available any Laserfiche Software or Laserfiche Content, or Laserfiche Cloud, Laserfiche may, at its option and expense, either (a) procure for Subscriber the right to continue exercising the rights licensed hereunder with respect to Laserfiche Cloud or such Laserfiche Software or Laserfiche Content; (b) replace or modify the Laserfiche Software or Laserfiche Content so that Laserfiche Cloud or such Laserfiche Software or Laserfiche Content, becomes non-infringing; or (c) refund to Subscriber any fees paid in advance by Subscriber for any unused portion of the then-current Subscription Period for Laserfiche Cloud that relates to the infringing Laserfiche Software or Laserfiche Content, whereupon Laserfiche may terminate the applicable Subscription(s) upon written notice to Subscriber. Notwithstanding the foregoing, Laserfiche will have no obligation under this Section or otherwise with

respect to any infringement or misappropriation claim (each, an **“Excluded Claim”**) (i) based upon the use of a superseded release of the Laserfiche Software or Laserfiche Content, if the claim would have been avoided by the use of the current release, (ii) that is pending or threatened against Subscriber as of the Effective Date, (iii) based upon any modification of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content by any person other than Laserfiche, (iv) based upon the use, operation, or combination of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content with software programs, data, equipment, materials or business processes not provided by Laserfiche, if the claim would have been avoided by the use of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content without such software programs, data, equipment, materials, or business processes, (v) based upon Subscriber Content, or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment if the claim would not have arisen but for Subscriber Content or the incorporation or interaction of Subscriber Content in or with Laserfiche Cloud or the Services Environment, or (vi) based upon or in relation to the use of any Evaluation Product. This Section states Laserfiche’s entire liability and Subscriber’s sole and exclusive remedy for infringement and misappropriation claims and actions. Subscriber may participate and retain its own counsel at its own expense. For the purposes of this Section 9, costs (including reasonable attorneys’ fees) and damages finally awarded against Subscriber or its Affiliates as a result of a relevant third-party claim shall be deemed to be suffered by Subscriber directly.

## **10.0 Disclaimers**

**10.1 WITHOUT LIMITING LASERFICHE’S SLA OBLIGATIONS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT WARRANT THAT THE SUBSCRIPTIONS, LASERFICHE CLOUD, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, OR SERVICES PROVIDED BY US OR OUR AFFILIATES WILL BE PROVIDED OR PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS, OR THAT ANY OF THE FOREGOING WILL MEET SUBSCRIBER’S REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM SUBSCRIBER CONTENT, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS. IA TOOLS AND IA DERIVATIVES ARE EXCLUDED FROM THE SLA AND ARE PROVIDED “AS IS” AND “AS AVAILABLE”.**

**10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THE SLA ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF LASERFICHE CLOUD AND THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND SERVICES PROVIDED BY US OR OUR AFFILIATES.**

**10.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS), MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.**

**10.4 NOTWITHSTANDING LASERFICHE'S USE OR INTEGRATION OF APIS PROVIDED BY THIRD PARTIES ("THIRD PARTY APIS") IN CONNECTION WITH SUBSCRIBER'S USE OF THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS, WE ARE NOT RESPONSIBLE FOR: (A) ANY ISSUES THAT ARISE FROM SUBSCRIBER'S USE OF SUCH THIRD-PARTY CONTENT, THIRD PARTY PRODUCTS, OR THIRD PARTY APIS, (B) ANY ERRORS, INACCURACIES, INCOMPLETENESS, NON-AVAILABILITY OR INTERRUPTIONS, CORRUPTION, OF OR IN THIRD-PARTY CONTENT, THIRD-PARTY PRODUCTS, OR THIRD PARTY APIS, OR (C) ANY CHANGES TO THE FEATURES OR SPECIFICATIONS, OF ANY SUCH THIRD PARTY PRODUCTS, THIRD PARTY CONTENT, OR THIRD PARTY APIS. LASERFICHE IS NOT OBLIGATED TO MAINTAIN OR SUPPORT ANY THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS. SUBSCRIBER ASSUMES ALL RISK ARISING FROM THE USE OF ANY SUCH THIRD-PARTY APIS, THIRD-PARTY CONTENT OR THIRD-PARTY PRODUCTS.**

#### **11.0 Limitations of Liability**

**11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, SUPPLIERS, OR SERVICE PROVIDERS (INCLUDING THE HOSTING PROVIDER AND LASERFICHE SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.**

**11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY SUBSCRIBER, SUBSCRIBER'S AFFILIATES, AND USERS, AND ANYONE ELSE, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES SUBSCRIBER PAYS LASERFICHE FOR THE APPLICABLE SUBSCRIPTION GIVING RISE TO THE LIABILITY LIMITED TO THE AMOUNT ACTUALLY PAID DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUBSCRIBER PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION 11.2 SHALL NOT APPLY TO CLAIMS ARISING OUT OF LASERFICHE'S WILLFUL MISCONDUCT OR FRAUD.**

**12.0 Basis of Bargain.** The warranty disclaimers in Section 10 and limitations of liability set forth in Section 11 are fundamental elements of the basis of the agreement between Laserfiche and Subscriber. The limitations of liability in Section 11 shall apply notwithstanding the failure of any

essential remedy. Laserfiche would not be able to provide Laserfiche Cloud, the Cloud Components and the Services Environment on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche's representatives.

**13.0 Modifications to Additional Policies and the Agreement.** Subscriber agrees that we or our Affiliates may modify this Agreement or any Additional Policy at any time by posting a revised version of the Agreement or such Additional Policy on the Laserfiche Site or by notifying Subscriber through Subscriber's Laserfiche Cloud administrator interface or at the e-mail address associated with Subscriber's Account. The revised terms of the Agreement or Additional Policy, as applicable, will be effective upon, and deemed to be incorporated into this Agreement as of, the earlier to occur of (a) 30 days after posting or notification, or (b) if we provide a mechanism for Subscriber's immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, Subscriber's acceptance. By continuing to use or receive Laserfiche Cloud, the Services Environment, or any Cloud Component, after the effective date of any revisions to the Agreement or such Additional Policy, Subscriber agrees to be bound by the revised Agreement or Additional Policy, as applicable. Any other modification of this Agreement must be in writing and executed by both parties.

**14.0 Confidentiality and Publicity.** Each party will use each other's Confidential Information only as permitted under this Agreement. Neither party will disclose the other party's Confidential Information during the Subscription Period or at any time during the seven-year period following any termination or expiration of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 5 business days' notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party's Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Cloud without the other party's prior written authorization and approval of the content of the proposed statement or communication.

**15.0 Force Majeure.** Neither party will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Subscriber's obligation to pay us for Subscriber's Subscriptions.

**16.0 No Intended Third-Party Beneficiaries.** This Agreement does not create or intend any third-party beneficiary rights in any individual or entity that is not a party to this Agreement, except as otherwise expressly provided in this Agreement.

**17.0 Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to Laserfiche Cloud. These export laws govern the use of Laserfiche Cloud (including technical data) and any deliverables provided under this Agreement, and Subscriber agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Subscriber agrees that no Laserfiche Software or Laserfiche Content, may be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. Subscriber acknowledges that Laserfiche Cloud is designed with capabilities for Subscriber and Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Subscriber Content between Laserfiche Cloud and other locations. Subscriber is solely responsible for

the authorization and management of User Accounts across geographic locations, as well as export control and geographic transfer of Subscriber Content.

## **18.0 Notice**

**18.1** At all times Subscriber must provide us with a current e-mail address that Subscriber wishes to be associated with Subscriber's Account and to which we may give Subscriber any notice required by this Agreement. We may give Subscriber notice under this Agreement by: (a) sending a message to the e-mail address associated with Subscriber's Account; or (b) sending or posting an electronic message to Subscriber via Laserfiche Cloud; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices we provide by e-mail, electronic messaging, or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received. Subscriber will be deemed to have received any e-mail sent to the e-mail address then associated with Subscriber's Account when we send the e-mail, whether or not Subscriber actually receives the e-mail.

**18.2** To give us notice under this Agreement, Subscriber must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site for the applicable Laserfiche entity Subscriber contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity Subscriber contracted with, attention Legal Department, at the address specified for such Laserfiche entity on the Laserfiche Site. Subscriber may also notify us by sending an e-mail to [notices@laserfiche.com](mailto:notices@laserfiche.com) directed to the attention of the Legal Department, provided that Subscriber shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. We may update the facsimile number, e-mail address, or address for notices to us by posting a notice on the Laserfiche Site or giving Subscriber notice in accordance with subsection 18.1. Notices will be effective on the second business day following their receipt by Laserfiche.

## **19.0 Miscellaneous**

**19.1 Waiver; Severability.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained in this Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this Agreement.

**19.2 Entire Agreement and Order of Precedence.** This Agreement, along with the applicable order, and the Additional Policies, is the entire agreement between us regarding Subscriber's use of Laserfiche Cloud Subscriptions and the Services Environment, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Cloud Subscription and the Services Environment. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable order, but solely with respect to the Laserfiche Cloud Subscriptions and the Services Environment, (2) this Agreement, and (3) the Additional Policies. Any additional or different terms proposed by Subscriber in any purchase order or communication shall be deemed material, are objected to, and are hereby rejected except to extent specifically set forth in an order or accepted in writing by an authorized representative of Laserfiche. Any agreement between Subscriber and Laserfiche's Solution Provider, authorized reseller or distributor: (a) does not modify the terms and conditions of this

Agreement, the applicable order, or any Additional Policy, and (b) does not create obligations for, or otherwise bind, Laserfiche.

**19.3 Limitation on Actions.** To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this Agreement, its terms or conditions, including the SLA, or arising out of its performance or breach, whether in contract or tort, must be instituted by Subscriber against us within one (1) year after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Accordingly, Subscriber waives the benefit of any statute of limitations which specifies a period longer than one (1) year for filing an action or proceeding.

**19.4 Governing Law, Arbitration, Jurisdiction and Venue.**

**19.4.1** This table identifies the law that governs the Agreement and the specific arbitration venue that has exclusive jurisdiction over any claim arising under this Agreement. Except as otherwise specified below, Subscriber and Laserfiche agree to arbitrate any and all disputes in any way related to this Agreement by final and binding arbitration as set forth below. Subscriber further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in this Agreement will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this Agreement. The prevailing party in any suit will recover its reasonable attorneys' fees and costs, including expert costs, from the other party.

| <u>Laserfiche Contracting Entity</u>                                                          | <u>Country or Territory based on Subscriber's address</u>                                                                           | <u>Governing Law</u>                          | <u>Arbitration</u>                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Compulink Management Center, Inc.</b><br>3443 Long Beach Blvd.<br>Long Beach, CA 90807 USA | United States and its territories, Latin America, or the Caribbean or any other territory or country not captured by entities below | State of California, United States of America | The arbitration will be heard at American Arbitration Association ("AAA") offices in Los Angeles County, California in accordance with AAA's Commercial Arbitration Rules in effect at the time of the arbitration. |

| <u>Laserfiche Contracting Entity</u>                                                                                           | <u>Country or Territory based on Subscriber's address</u>        | <u>Governing Law</u>            | <u>Arbitration</u>                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Laserfiche Strategic Services Canada Inc.</b><br>306, 1 Valleybrook Drive,<br>North York, Toronto, Ontario<br>M3B2S7 CANADA | Canada                                                           | Province of Ontario, Canada     | Arbitration will be heard in Toronto, Canada in accordance with the Canadian Arbitration Association Expedited Arbitration Rules and shall proceed in accordance with the provisions of the Arbitration Act (Province of Ontario). |
| <b>Laserfiche International Limited</b><br>2301, Westlands Centre, 20<br>Westlands Road, Quarry Bay,<br>HONG KONG              | Asia and Australia                                               | Hong Kong                       | The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.                                                        |
| <b>Laserfiche Ireland Ltd</b><br>2nd Floor, Palmerston House<br>Denzille Lane<br>Dublin 2, DO2 WD37<br>IRELAND                 | United Kingdom, European Economic Area (EEA), and Eastern Europe | Laws of the Republic of Ireland | The arbitration will be heard in Dublin, Ireland at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.                                                             |

**19.4.2** If Subscriber is a federal, state, or local government entity, the subsection 19.4.1 above shall not apply. If Subscriber is a federal government entity, this Agreement is governed by the laws of the country set forth above for such locality, and if Subscriber is a provincial, state or local government, this Agreement is governed by the laws of that province or state, as applicable. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

**19.5 Legal Effect.** This Agreement describes certain legal rights. Subscriber may have other rights under the laws of Subscriber's province, state, or country. This Agreement does not change Subscriber's rights under the laws of Subscriber's province, state, or country if the laws of Subscriber's province, state, or country do not permit it to do so. This includes the Freedom of Information Act (FOIA) (United States) or Access to Information Act (ATIA) (Canada) and related or equivalent regulations, as applicable.

**19.6 Assignment.** Neither this Agreement, nor the rights or obligations arising under this Agreement, are assignable by Subscriber, and any such attempted assignment or transfer shall be void and without effect. We may assign, novate or transfer this Agreement without Subscriber's consent (and Subscriber consents in advance to any such novation by us). This Agreement will be binding upon

and inure to the benefit of the parties and their respective successors and permitted assigns.

**19.7 Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” or “include(s)” means “including but not limited to.” Subscriber agrees that this Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this Agreement (and any applicable order or Additional Policy, amendment, or notice submitted hereunder) will be in English. Les parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

**19.8 Electronic Conduct of Business.** Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement.

\* \* \* \* \*

Last updated August 2023

## LASERFICHE® SOFTWARE AND PHASE 1 SOW CONTRACT

This Laserfiche® Software and Phase 1 Statement of Work (SOW) Contract Agreement (“**Agreement**”) effective as of 10/14/2025 (“**Effective Date**”) is entered into by and between Digital Age Tech Consultants, LLC (“**Solution Provider**”) with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the City of Venus, Texas (“**Client**”) with a physical address of 700 West U.S. Highway 67, Venus, TX 76084 (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and the services provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

### 1. Laserfiche® Cloud Solution – Professional Tier System – Terms and Conditions

**A. Defined** – The Laserfiche® Cloud Solution (“**Package**”) is the deliverable from the Solution Provider to the Client. The Client agrees to purchase the Package through the Solution Provider at an initial annual cost of \$13,954.55 (“**Software Amount**”) for a one-year term, commencing on 12/3/2025 (“**Start Date**”) and concluding on the renewal date of 12/2/2026 (“**Renewal Date**”).

**B. Package** – The Package includes the following line items:

- I.** One Repository
- II.** 5 Full Users – each Full User gets 100 GBs of Storage. This equals a total of 500 GBs of Storage in the Laserfiche® Cloud Solution
- III.** Add-on – 2 Additional Full Users – This adds 200 GBs of storage to the Laserfiche® Cloud Solution
- IV.** Web, Mobile, and Desktop Clients
- V.** Laserfiche® Scanning
- VI.** Laserfiche® Snapshot
- VII.** Laserfiche® Import Agent with Email Archiving

- VIII.** Starter Audit Trail
- IX.** Direct Share
- X.** Microsoft 365 Integration with Simultaneous Co-Authoring
- XI.** Microsoft Teams Integration and Microsoft Dynamics 365 Integration
- XII.** Redtail CRM Integration
- XIII.** Process Automation
- XIV.** Connector
- XV.** Surveys
- XVI.** 10 Quick Fields Complete and 10 Quick Fields Agent
- XVII.** Laserfiche® APIs – 50,000 calls a month
- XVIII.** Add-on – Forms Portal – Pack of 12,000 submissions a year
- XIX.** Add-on – Records Management
- XX.** Add-on – Public Portal – Pack of 12,000 views a year

**C. Payment Terms and Conditions** – The Client shall remit payment of the full Software Amount of the Package to the Solution Provider before the licenses can be activated for use. Payment should be completed no later than five business days prior to the Start Date. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in this Agreement are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

**D. Renewal and Cancellation Terms and Conditions:**

- I. Automatic Renewal** – The Package will automatically renew for one-year increments after the Renewal Date unless the Client provides a cancellation notice to the Solution Provider at least 45 days before the respective end term.
- II. Renewal Amount and Adjustments** – The Client agrees to pay the renewal amount for each respective renewal term to the Solution Provider. The renewal amount may be adjusted annually to reflect increases in the U.S. inflation rates and the Consumer Price Index (CPI). Additionally, any price increases imposed by Laserfiche® Corporate (“**Manufacturer**”) will be passed along to the Client.

- III. Impact of Package Modifications** – Modifying the Package, such as expanding or downgrading, will impact the renewal cost. Expanding the Package (e.g., adding users or software components) increases the renewal cost and associated late fees. Downgrading, if possible, may result in a decreased renewal cost, affecting late fees accordingly.
- IV. Cancellation Process** – The Client can initiate the cancellation process by sending an email to [info@digitalagetechllc.com](mailto:info@digitalagetechllc.com). Once the Client cancels, the Package will cease to function beyond the respective end term.
- V. Late Cancellation Fees** – If the Client provides a cancellation notice within 45 days of the respective end term date, they will incur fees equal to 10% of the value of the Package at the time of the respective renewal term.
- VI. Record-Keeping** – Both Parties agree to maintain accurate records of renewals, modifications, payments, and communications related to the renewal of the Package throughout the lifetime of this Agreement.
- E. Laserfiche® Cloud Subscription Agreement Acknowledgement** – The Client is subscribing to the rights to use the Package. It's important to note that the Client does not own the Package. When procuring the Package, the Client agrees to the “Laserfiche® Cloud Subscription Agreement” as part of the activation process. The Solution Provider has provided the Client with a copy of the “Laserfiche® Cloud Subscription Agreement” document via email during the contract phase. The Client acknowledges that they have received and read this document. Furthermore, the Client agrees to the terms of the “Laserfiche® Cloud Subscription Agreement” before signing this Agreement. Upon activation of the Package, the Client will receive an email with an activation link on the Start Date. The Client will go through a click-through process to digitally accept the terms of the “Laserfiche® Cloud Subscription Agreement” and activate the Package.
- F. Laserfiche® Service Level Agreement Acknowledgement** – The Solution Provider provided a copy of the “Laserfiche® Service Level Agreement” document to the Client via an email during the contract phase. The Client acknowledges that they have a copy of the “Laserfiche® Service Level Agreement” document and they read the document. On top of that, the Client agrees to the terms of

the “Laserfiche® Service Level Agreement” document before signing this Agreement.

## **2. Statement of Work (SOW) Phase 1 - Terms and Conditions**

**A. Defined** – In this Agreement, the Statement of Work (“**SOW**”) outlines the professional and implementation services related to the Package. The Solution Provider will primarily handle the SOW work for the Client, and in certain cases, the Client will cooperate in good faith with the Solution Provider in completing the work jointly. However, the Solution Provider will lead the SOW work.

**B. SOW Breakdown and Pricing** – Below is the breakdown on implementing the Package:

- I.** Activate the Laserfiche® Cloud Solution – (2 Hours)
  - a.** Kickoff Call to setup the Laserfiche® Cloud Solution and an activation email link will be sent to the Client
  - b.** The Client will provide temporary access to Digital Age for the initial creation of the users and to establish security rights for the users
  - c.** Set up the Folder Structure in the Laserfiche® Cloud Solution
- II.** Create Metadata for four templates with associated fields values. Install Import Agent, create one Import Agent Session, and configure the Email Archiver to connect to Outlook – (3 Hours)
- III.** Install two Quick Fields stations locally and create two Quick Fields sessions. Connect Quick Fields to the Laserfiche® Cloud Solution to route documents to respective folders. Workflows will be implemented to automate the capture process (Capture Profiles and extra workflow capabilities beyond Quick Fields will be implemented) – (15 Hours)

- IV.** Set up two Scan Stations as an ingestion point for day forward scanning into the Laserfiche® Cloud Solution – (2 Hours)
- V.** Configure Records Management Retention Schedules – (2 Hours)
- VI.** Create 2 e-forms for the City's website – (5 Hours)
- VII.** Set up the Public Portal – (2 Hours)
- VIII.** Project Meetings and Status Updates – (5 Hours)
- IX.** Testing and User Acceptance Testing (UAT) – (8 Hours)
  - a.** Test if users can login and access their folders
  - b.** Test the security of the users
  - c.** Test the Import Agent
  - d.** Test the Workflow Process
  - e.** Test Quick Fields
  - f.** Test the Forms Portal
  - g.** Test if users can perform Laserfiche® Forms submissions/actions
  - h.** Test the Scanning Station
- X.** Basic User Training and Remote Sessions – (6 Hours)
  - a.** Remote training sessions on various topics of Laserfiche®. These topics include Administration, Scanning, Workflow, and Forms
  - b.** Extra hours allocated for calls for Digital Age to assist in miscellaneous activities

| Statement of Work (SOW) Pricing                           |       |       |            |
|-----------------------------------------------------------|-------|-------|------------|
| Product                                                   | Hours | Rate  | Total Cost |
| Professional Services Hours<br>Initial Setup and Training | 50    | \$170 | \$8,500    |
| Government Agency Discount<br>Off of Phase 1 Only         | 50    | -\$17 | -\$850     |
| Total Cost                                                |       |       | \$7,650    |

**C. Payment Terms and Conditions** – The Client shall remit payment for a value equal to five hours’ worth of the SOW to the Solution Provider. Payment should be completed no later than five business days prior to the Start Date so the initial setup can be facilitated. The remaining payment structure for the SOW will be calculated incrementally as hours are expended. The Solution Provider and the Client will conduct periodic meetings to track the hours expended on the SOW, which will be documented and tracked by both Parties. Invoices will be issued by the Solution Provider to the Client once specific milestones are reached. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider’s business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868.

**D. Project Delivery Assurance** – If Phase 1 is completed before all allocated hours are utilized, the Client has the option to carry over the remaining hours for use in future projects, such as Phase 2 or a modifications/change order SOW. In the event that the hours required for Phase 1 exceed the initial allocation, the Solution Provider will complete the remaining portion of the SOW at no additional cost.

- E. Change Order Process** – Any changes to the scope, specifications, or deliverables of the services will be governed by the Master Services Agreement (“MSA”). The Solution Provider provided a copy of the MSA contract to the Client via an email during the contract phase. The Client acknowledges having received and read the MSA contract. Additionally, both Parties need to have the MSA contract signed and executed while this Agreement is active. The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.
- F. Scope Creep Prevention** – The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.
- G. No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.
- H. Customer Support** – Customer support details, including service hours and a structured issue resolution framework, will be outlined within the MSA.

### **3. Intellectual Property Rights**

- A. Client Data and Content** – The Client shall retain all rights, title, and interest in any data, content, or materials provided by the Client for use in the Package. The Solution Provider acknowledges that it requires no rights, title, or interest in the Client’s data or content, except for the limited right to use such data to provide the professional services described in this Agreement and the SOW.
- B. Laserfiche® Cloud Solution** – The Solution Provider represents and warrants that it has the right to provide the Client with access to the Package. The Client is using a limited, revocable, non-exclusive, non-sublicense, and non-transferable license to use the Package until the Client cancels, or until such time as the Solution Provider, at its discretion, revokes or terminates the license.
- C. Third-Party Software and Licenses** – The Solution Provider may utilize third-party software, tools, or services as part of the Package or in the course of providing services to the Client. The Client acknowledges that the Solution

Provider may integrate or rely on third-party software to enhance the functionality of the Package.

- D. Licensing and Ownership** – The Client acknowledges that any third-party software used by the Solution Provider is subject to the terms and conditions of the respective software license and agreements. Ownership of such third-party software remains with the respective third-party licensors. The Solution Provider will ensure the Client's awareness of any third-party software licenses that are relevant to the services being provided.
- E. Client's Responsibility** – The Client is responsible for adhering to the terms and conditions of any third-party software licenses. The Solution Provider shall not be held liable for any breaches or non-compliance with third-party softwares/licenses by the Client. The Client is responsible for promptly informing the Solution Provider of any breaches or potential breaches of third-party software licenses to allow for timely resolution. The Client is also responsible for obtaining and maintaining any required licenses and paying any associated fees for third-party software if applicable.
- F. Limitation of Liability** – The Solution Provider's liability regarding third-party software is limited to providing reasonable assistance and support in accordance with the terms of this Agreement. The Client understands that the Solution Provider may not have any control over third-party software updates, availability, and support.
- G. Updates and Changes** – The Client agrees to cooperate with the Solution Provider in applying updates or changes to the Package that may be necessary to maintain compatibility with third-party software or to enhance the Package's functionality.
- H. Vendor Relations** – In the event the Client wishes to enter into direct relationships or agreements with third-party software vendors, the Solution Provider may provide information or facilitate introductions, but the Client is solely responsible for negotiating, contracting, and managing such relationships. Any direct relationships or agreements between the Client and third-party software vendors do not relieve the Client of its obligations under this Agreement.

- I. Open-Source Software** – The Solution Provider may utilize open-source software as part of the Package. The Client shall adhere to the terms and conditions of any open-source licenses governing such software.
- J. Protection of Intellectual Property** – The Client and the Solution Provider agree to take reasonable measures to protect each other's intellectual property rights and proprietary information throughout the term of this Agreement and beyond its termination. Both Parties shall treat such information as confidential and shall not disclose or use it for any purpose other than the performance of their obligations under this Agreement.

#### **4. Confidentiality**

- A. Defined** – “Confidential Information” refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.
- B. Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.
- C. Permitted Disclosures** – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.
- D. Exceptions** – The obligations of confidentiality shall not apply to information that:
  - I.** Was publicly known or in the public domain before its disclosure.

- II.** Becomes part of the public domain through no fault of the receiving Party
- III.** Was in the receiving Party's possession prior to the disclosure
- IV.** Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information
- V.** Is required to be disclosed by law, regulation, or court order

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

- E. Return or Destruction of Information** – Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

## **5. Liability and Warranty**

- A. Defined** – The Solution Provider's liability under this Agreement is limited to direct damage and shall not exceed the total fees paid by the Client to the Solution Provider under this Agreement, including any renewals, during the 12 months immediately preceding the event giving rise to the claim in U.S. Dollars. The Solution Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to, loss of profits or revenue, loss of data, loss of business opportunity, or cost of procurement of substitute of goods or services arising out of or related to this Agreement.
- B. No Warranty** – The Solution Provider makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Package and services are provided "as-is." The Client acknowledges that

software may have limitations, and the Solution Provider does not guarantee error-free or uninterrupted operation of the Package.

**C. Client's Obligations** – The Client acknowledges that the effectiveness of the Package and services depends on the Client's proper use and management of the software, data, and security measures. The Client agrees to fulfill its operations, including performing its own data backups, as necessary to optimize the effectiveness of the solution and to ensure data security.

**D. Indemnification**

- I. Indemnification by Client** – The Client agrees to indemnify, defend, and hold harmless the Solution Provider, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Client's actions, omissions, use or misuse of the Package and services, a violation of applicable laws or regulations by the Client, or a breach of any representation or warranty under this Agreement.
- II. Indemnification by Solution Provider** – The Solution Provider agrees to indemnify, defend, and hold harmless the Client, as well as its officers, directors, employees, contractors, and agents, from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising out of or in connection with the Solution Provider's actions, omissions, negligence or willful misconduct in providing the Package and services, or a breach of any representation or warranty under this Agreement.
- III. Procedure** – The indemnified Party shall promptly, and in no event later than 14 days after becoming aware of any claim, action or demand, notify the indemnifying Party in writing of such claim, action, or demand subject to indemnification. The indemnifying Party shall have the right to assume the defense and settlement of any such claim with counsel reasonably acceptable to the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense and settlement of the claim.

- IV. Limitations** – The indemnification obligations provided herein shall apply throughout the term of this Agreement, including any renewal periods.
- V. Exceptions** – The limitations on indemnification provided herein do not apply to the extent prohibited by applicable law.

## **6. Data Security, Compliance, and Client Data Handling**

- A. Data Security** – The Solution Provider shall implement reasonable and industry-standard security measures, including but not limited to encryption and access controls, to protect the Client's data from unauthorized access, disclosure, alteration, or destruction. The Solution Provider shall regularly monitor, assess, and update these security measures to maintain the confidentiality and integrity of the data.
- B. Compliance** – The Solution Provider shall adhere to applicable data protection and privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA) as it pertains to the processing of personal data. The Solution Provider shall assist the Client in meeting its compliance obligations under these laws as applicable.
- C. Client's Responsibilities** – The Client shall ensure that any data provided to the Solution Provider is compliant with applicable data protection laws. The Client shall also be responsible for maintaining the security and confidentiality of any access credentials provided by the Solution Provider.
- D. Data Breach Notification** – In the event of a data breach affecting the Client's data, the Solution Provider shall promptly notify the Client in accordance with applicable laws. The Solution Provider shall do the following:
  - I.** Notify the Client within 72 hours of becoming aware of a data breach
  - II.** Provide details about the nature of the breach, types of data affected, and any mitigation steps taken, all in accordance with applicable laws
- E. Third Parties** – The Solution Provider shall ensure that any third parties with access to the Client's data are bound by appropriate data protection and confidentiality obligations.

- F. Data Sharing with Manufacturer** – The Client acknowledges and agrees that only necessary contact information will be shared with the Manufacturer for the purpose of facilitating orders, billing, and related communications. This contact information includes but is not limited to the Client's name, address, contact persons' names, phone numbers, and email addresses.
- G. Manufacturer Outreach** – The Client consents to the Manufacturer reaching out as necessary for matters related to but is not limited to orders, billing, announcements, promotional offers, alerts, confirmations, surveys, and/or other general communications about the Manufacturer's software solution offering. The Solution Provider may also facilitate such communication on behalf of the Manufacturer when deemed appropriate to ensure efficient coordination. Such outreach will only occur when necessary for specific purposes like but not limited to important updates, announcements, and alerts.
- H. Data Protection** – The Solution Provider shall handle the Client's data in compliance with applicable data protection and privacy laws, and any shared data shall be used solely for the purpose within this Agreement.
- I. Confidentiality** – Any data shared with the Manufacturer shall be treated as confidential and used exclusively for the purposes outlined in this section. An exception will be made only through written authorization from the Client to the Manufacturer to disclose Confidential Information to the public in the case of a case study or marketing effort.
- J. Opt-Out** – The Client may opt-out of direct outreach from the Manufacturer by providing written notice to the Solution Provider via an email to [info@digitalagetechllc.com](mailto:info@digitalagetechllc.com). The Solution Provider shall promptly convey the Client's preference to the Manufacturer.
- K. Exclusions** – The Solution Provider's obligations under this section do not extend to the security or compliance of data that is not hosted or managed by Package.

## **7. Survivability**

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive the termination. These provisions include, but are not limited to, Intellectual Property Rights, Confidentiality, Liability and Warranty, and Security, Compliance, and Client Data Handling, and any other provisions necessary for the interpretation or enforcement of this Agreement.

## **8. Severability**

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

## **9. Force Majeure**

Neither Parties shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (**“Force Majeure Event”**).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

## **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

## **11. Dispute Resolution**

- A. Mediation** – In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.
- B. Arbitration** – If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.
- C. Arbitrator Selection** – The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.
- D. Costs and Fees** – The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.

- E. Enforceability** – The arbitrator’s decision shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.
- F. Recovery of Fees by Prevailing Party** – If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys’ fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

## **12. Miscellaneous**

- A. Amendments** – This Agreement may only be modified in writing and signed by both Parties.
- B. Assignment** – Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party’s ownership.
- C. Waiver** – The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.
- D. Notices** – All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.
- E. Headings** – The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- F. Execution** – This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.

**G. Language** – This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.

**H. Legal Representation** – The Parties acknowledges that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.

**I. Electronic Communication** – The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the “Addresses for Notices” section.

**J. Third Parties** – Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.

**K. Incorporation** – The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC  
**(“Solution Provider”)**

City of Venus, Texas  
**(“Client”)**

Signed for and on behalf of  
Digital Age Tech Consultants, LLC

Signed for and on behalf of  
City of Venus, Texas

By: \_\_\_\_\_  
Name: Tim Yuniskis  
Title: Vice President of Business Strategy

By: \_\_\_\_\_  
Name: Becky Wilkins  
Title: Finance Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Addresses for Notices:

If to Solution Provider:

Attention: Tim Yuniskis

Digital Age Tech Consultants, LLC

1100 W. Town and Country Rd., Suite 1250

Orange, CA 92868

[tim@digitalagetechllc.com](mailto:tim@digitalagetechllc.com)

If to Client:

Attention: Becky Wilkins

City of Venus, Texas

700 West U.S. Highway 67

Venus, TX 76084

[bwilkins@cityofvenus.org](mailto:bwilkins@cityofvenus.org)

## **MASTER SERVICES AGREEMENT CONTRACT**

This Master Services Agreement (“**Agreement**”) effective as of 10/14/2025 (“**Effective Date**”) is entered into by and between Digital Age Tech Consultants, LLC (“**Solution Provider**”) with a physical address of 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868 and the City of Venus, Texas (“**Client**”) with a physical address of 700 West U.S. Highway 67, Venus, TX 76084 (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties will outline their respective roles, responsibilities, and expectations concerning the use of the Laserfiche® Software and services/support provided by the Solution Provider to the Client.

THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the Parties hereby agree to the following terms and conditions as detailed below:

### **1. Scope of Services and Support Agreement**

This Agreement outlines the general terms and conditions governing the provision of services and support by the Solution Provider to the Client. Services provided by the Solution Provider will be specified in separate individual documents like Software Contracts and/or Statement of Works (“**SOW**”) executed under this Agreement. Support will be defined later in this Agreement that ties to the “Laserfiche® Software and Phase 1 SOW Contract” contract. The Solution Provider provided a copy of the “Laserfiche® Software and Phase 1 SOW Contract” document to the Client via an email during the contract phase. The Client acknowledges having received and read the “Laserfiche® Software and Phase 1 SOW Contract” document. Additionally, both Parties need to have the “Laserfiche® Software and Phase 1 SOW Contract” document signed and executed while this Agreement is active.

### **2. Statement of Work (SOW)**

Each project-specific engagement between the Parties will be documented in separate SOWs. The SOWs will include project-specific details, scope of work, pricing, milestones,

and timelines. The SOWs, once executed by both Parties, will be considered an integral part of this Agreement.

### **3. SOW Payment Terms and Conditions**

Payment Terms and Conditions for services provided under this Agreement will be detailed in each separate and respective SOW. Invoices will be submitted by the Solution Provider in accordance with the payment schedule specified in the SOW. Payment for these invoices will be Net 30. The Client can pay the Solution Provider via ACH/Direct Deposit (Solution Provider will provide ACH details after signed contract) or the Client can mail a check to the Solution Provider's business address - 1100 W. Town and Country Rd., Suite 1250, Orange, CA 92868. All prices mentioned in the SOWs are in United States Dollars (USD) unless explicitly stated otherwise. Any payments made under this Agreement shall be made in USD.

### **4. SOW Change Order Process**

- A. Defined** – Any changes to the scope, specifications, or deliverables of any of the SOWs provided under this Agreement may be requested by either Party in writing. The Party requesting the change (the “**Requesting Party**”) shall submit a detailed change request, which shall include a description of the proposed change, the reasons for the change, the impact on the project timeline, and any associated costs.
- B. Change Approval** – Change requests shall be reviewed and approved in writing by both Parties, and a decision will be communicated to the Requesting Party within 14 business days from the date of submission. The Solution Provider shall evaluate the feasibility, impact, and cost of the requested change, and the Client shall assess the impact on project objectives and timelines.
- C. Change Order Agreement** – Upon mutual agreement, a formal Change Order Agreement shall be prepared and signed by both Parties, detailing the approved change, any adjustments to the project timeline, and the associated costs. The Change Order Agreement shall become an integral part of this Agreement.
- D. Effect on Project** – Until a Change Order Agreement is executed, the Solution Provider shall continue to perform the services in accordance with the existing

scope and specifications. No changes shall be implemented without a formal, signed Change Order Agreement.

- E. Payment for Changes** – The Client agrees to pay any additional costs associated with approved changes as outlined in the Change Order Agreement. Payment terms for change orders shall be detailed in the respective Change Order Agreement.
- F. Scope Creep Prevention** – The Parties are committed to minimizing scope creep and will work collaboratively in good faith to ensure that any changes are necessary, well-defined, and have a clear impact on project goals.
- G. Effect on Existing Terms** – The terms and conditions of this Agreement, including provisions related to payment, confidentiality, and other matters, shall remain in effect for the SOW unless expressly modified by an approved Change Order Agreement.
- H. No Unilateral Changes** – Neither Party shall make unilateral changes to the scope of specifications without the written agreement of the other Party.

## 5. Customer Support

- A. Defined** – The Solution Provider is committed to providing timely support (“**Customer Support**”) to the Client within the specified times of Monday to Friday from 6AM Pacific Standard Time (“**PST**”) to 5PM PST (“**Support Hours**”). The Solution Provider recognizes the importance of prompt communication during these hours for effective issue resolution.
- B. Communication Channels** – The Client can initiate Customer Support by sending an email to [info@digitalagetechllc.com](mailto:info@digitalagetechllc.com).
- C. Response Times** – During Support Hours, the Solution Provider commits to responding within up to four hours. For support requests outside of Support Hours, the Solution Provider will acknowledge them within up to four hours when Support Hours resume the upcoming business day.
- D. Resolutions** – Upon acknowledging a support request, the Solution Provider will assess the issue, gather necessary information, identify potential causes, test

possible solutions, and verify system functionality. The Client's cooperation in providing detailed information and timely feedback is essential for an efficient resolution process.

- E. Escalation Procedures** – If the Solution Provider is unable to resolve a support issue, it will be escalated to Laserfiche® Corporate (**“Manufacturer”**). The Solution Provider will work closely with the Manufacturer for a speedy resolution. Since the support issue is complex and has been escalated, there is no guarantee that a resolution will occur within two business days, especially in the case of a bug requiring a software update from the Manufacturer. The Solution Provider will inform the Client when a case is escalated and provide updates on its progress and resolution.
- F. Exclusions** – Customer Support covers issues related to the functionality of the Package only and does not extend to third-party software, third-party licenses, hardware, or networking issues. The Client is responsible for seeking support from their respective vendors for third-party software, licenses, hardware, and networking issues. Customer Support does not encompass issues arising from actions taken by the Client.
- G. Client Obligations** – In consideration for successful and swift Customer Support, the Client agrees to provide as much information upfront to the Solution Provider on the issue with the Package. The Client commits to providing a detailed description of the error, the time it occurred, and screenshots of errors messages.

## **6. Confidentiality**

- A. Defined** – “Confidential Information” refers to any non-public information disclosed by either Party that is designated as confidential or reasonably understood to be confidential. This includes, but is not limited to, business plans, technical data, software code, financial information, customer lists, and any other proprietary information.
- B. Obligations of Confidentiality** – Both Parties agree to maintain the confidentiality of any Confidential Information disclosed by the other Party. Each Party shall use the maximum possible degree of care in protecting the other Party's Confidential Information but in no case should it be less than a commercially reasonable degree of care.

**C. Permitted Disclosures** – Confidential Information may be disclosed to employees, contractors, or agents of the receiving Party who have a legitimate need to know the Confidential Information for the purpose of fulfilling the obligations under this Agreement. Such disclosures should be made on a need-to-know basis and for the purpose of fulfilling the obligations under this Agreement. The receiving Party shall ensure that such individuals are bound by confidentiality obligations at least as protective as those set forth in this Agreement.

**D. Exceptions** – The obligations of confidentiality shall not apply to information that:

- I.** Was publicly known or in the public domain before its disclosure.
- II.** Becomes part of the public domain through no fault of the receiving Party.
- III.** Was in the receiving Party's possession prior to the disclosure.
- IV.** Is obtained independently by the receiving Party without reference to the disclosing Party's Confidential Information.
- V.** Is required to be disclosed by law, regulation, or court order.

If a disclosure is required by law, the disclosing Party shall provide the other Party with prompt notice and reasonable assistance in contesting such disclosure. Another exception will be made only through written authorization from either Party to share Confidential Information with the public.

**E. Return or Destruction of Information** – Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy all Confidential Information, including any copies, notes, or documents related to such information.

## **7. Warranty**

The Solution Provider represent and warrants that the services, whether performed directly by the Solution Provider or by a third-party engaged by the Solution Provider, will be performed in a professional and workmanlike manner consistent with industry standards. The Solution Provider further warrants that is has exercised reasonable care and diligence in the selection and oversight of any third party engaged to perform the services.

## **8. Limitation of Liability**

- A. General Limitation** – In no event shall either Party be liable to the Party for any indirect, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business, arising out of or in connection with this Agreement.
- B. Maximum Liability** – The Solution Provider's maximum liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by Client to the Solution Provider under the applicable SOWs giving rise to the liability.
- C. Third Party Services** – Client acknowledges that the Solution Provider may engage in third parties to perform certain aspects of the Services. In such cases, the Solution Provider shall remain responsible for the quality of the Services provided by third parties as if performed by the Solution Provider directly. Notwithstanding and third-party engagements, the Solution Provider's liability for any breach of warranty or other obligations under this Agreement shall not be limited, and the Solution Provider shall ensure that any third parties engaged by the Solution Provider are contractually obligated to comply with the terms and conditions of this Agreement.

## **9. Indemnification**

The Client agrees to indemnify, defend, and hold harmless the Solution Provider, its officers, directors, employees, contractors, and agents from any and all third-party claims, actions, damages, losses, liabilities, expenses (including reasonable attorney's fees and costs), and demands arising from out of or in connection with the Client's actions, omissions, or breach of any representation or warranty under this Agreement.

The Solution Provider agrees to indemnify, defend, and hold harmless the Client from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with the Firm's actions, omissions or breach of any representation or warranty under this Agreement.

## **10. Survivability**

The termination of this Agreement shall not affect the validity or enforceability of any provisions herein that, by their nature, are intended to survive termination. These provisions include, but are not limited to, confidentiality obligations, payment obligations, and any other provisions necessary for the interpretation or enforcement of this Agreement.

## **11. Severability**

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that closely aligns with the original intent of the Parties.

## **12. Force Majeure**

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disasters, accidents, acts of nature, political upheavals, acts of the government, insurrection, strikes, lock-outs, or other serious labor disputes, riots, shortage of materials or supplies, pandemic, epidemic, or any other event beyond the reasonable control of the affected Party (**"Force Majeure Event"**).

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing, providing full details of the event and its anticipated impact on performance. The affected Party shall make its best effort to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement. If a Force Majeure Event prevents the affected Party from performing its obligations for a continuous period of 14 days, the other Party may terminate this Agreement with written notice. During the pendency of a Force Majeure Event, the Parties' obligations under this Agreement, including payment obligations, shall be suspended to the extent they are affected by the Force Majeure Event. Neither Party shall be liable for any

damages or penalties arising due to the inability to perform its obligations during the period of the Force Majeure Event.

### **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of California in the United States, without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement, whether in contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the federal and state courts located in Orange County, California, in the United States. The Parties agree that the exclusive venue for any legal proceedings, including appellate proceedings, shall be the United States District Court for the Central District of California, located in Orange County, California. Each Party hereby consents to the personal jurisdiction of such courts.

### **14. Dispute Resolution**

- A. Mediation** – In the event of any dispute or claim arising under this Agreement, the Parties agree to attempt resolution through mediation within 30 days. Mediation shall be conducted by a neutral third-party mediator, jointly selected by the Parties, with the costs shared equally. The mediator's decision is not binding but serves as a basis for further negotiations.
- B. Arbitration** – If mediation does not result in a resolution within 30 days, the Parties shall proceed to binding arbitration. The arbitration shall follow the rules and procedures of an Arbitration Service Provider jointly selected by the Parties. The arbitration process shall take place in Orange County, California. The arbitrator shall apply the laws of the State of California in resolving the dispute. The arbitration award will be final and binding, and judgement on the award may be entered in any court having jurisdiction.
- C. Arbitrator Selection** – The Parties shall jointly select the arbitrator. In case of failure to agree within 30 days, an arbitrator shall be chosen that is based in Orange County, California. If, after 60 days, no agreement is reached, each Party shall select an independent arbitrator, and the two shall jointly select a third arbitrator who has 10 plus years of experience in the legal field.

- D. Costs and Fees** – The costs of arbitration, including arbitrator fees and any administrative fees, shall be shared equally by the Parties. Each Party shall bear its own legal fees and costs, unless otherwise awarded by the arbitrator. If any Party refuses to participate in arbitration or fails to pay its share of the costs, the other Party may seek legal remedies to enforce participation or payment.
- E. Enforceability** – The decision of the arbitrator shall be legally binding on both Parties and may be enforced in any court of competent jurisdiction.
- F. Recovery of Fees by Prevailing Party** – If any legal action, including arbitration, arises to enforce or interpret this Agreement, the non-prevailing Party shall pay the prevailing Party reasonable attorneys' fees and other associated costs (including expert witness fees). This payment shall apply both to the enforcement of the judgement and any appeals in favor of the prevailing Party. The Parties intend for this provision to be separate from other clause in the Agreement, ensuring its survival and independence from any judgement made.

## **15. Miscellaneous**

- A. Amendments** – This Agreement may only be modified in writing and signed by both Parties.
- B. Assignment** – Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except for assignments related to a change in control of the assigning Party's ownership.
- C. Waiver** – The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or the right to enforce it at a later time.
- D. Notices** – All notices, requests, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in this Agreement. Notice delivery may be by certified mail, email, or any other means agreed upon by the Parties in writing.
- E. Headings** – The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

- F. Execution** – This Agreement may be executed by electronic or digital signature, which shall be deemed equivalent to an original signature.
- G. Language** – This Agreement is executed in the English language, which shall be the governing language for any interpretation or dispute resolution.
- H. Legal Representation** – The Parties acknowledge that they had an opportunity to consult with independent legal counsel individually before entering into this Agreement.
- I. Electronic Communication** – The Parties agree that electronic communication (e.g., email) may be used for the purpose of this Agreement. Emails are listed under the respective Party at the “Addresses for Notices” section.
- J. Third Parties** – Except as expressly provided in this Agreement, nothing in this Agreement shall confer any rights, remedies, or claims upon any person or entity not a Party to this Agreement.
- K. Incorporation** – The preceding sections and clauses referenced in this Miscellaneous section are incorporated by reference as if fully set forth herein.

In conclusion, the Parties have read, understood, and agreed to the terms and conditions of this Agreement. This Agreement is legally binding due to the executed signatures below from each respective authorized contact from each Party.

Digital Age Tech Consultants, LLC  
**(“Solution Provider”)**

City of Venus, Texas  
**(“Client”)**

Signed for and on behalf of  
 Digital Age Tech Consultants, LLC

Signed for and on behalf of  
 City of Venus, Texas

By: \_\_\_\_\_  
 Name: Tim Yuniskis  
 Title: Vice President of Business Strategy

By: \_\_\_\_\_  
 Name: Becky Wilkins  
 Title: Finance Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Addresses for Notices:

If to Solution Provider:

Attention: Tim Yuniskis

Digital Age Tech Consultants, LLC

1100 W. Town and Country Rd., Suite 1250

Orange, CA 92868

[tim@digitalagetechllc.com](mailto:tim@digitalagetechllc.com)

If to Client:

Attention: Becky Wilkins

City of Venus, Texas

700 West U.S. Highway 67

Venus, TX 76084

[bwilkins@cityofvenus.org](mailto:bwilkins@cityofvenus.org)