



City Council

Monday, March 9, 2026 - 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:

Anyone wishing to speak on an item not listed on the agenda may do so during this section. Please turn in a speaker card to the City Secretary. Each speaker has five minutes. By law, the Council cannot deliberate or take action on non-agenda items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.

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 a Resolution appointing the Election Judge and Alternate Election Judge for the May 2, 2026 General and Special Elections.

4.2. Approval of meeting minutes for special called on February 25, 2026.

4.3. Citywide staff reports.

4.4. 2026 Street Improvements - Capital Projects

5. Presentation and Proclamations:

5.1. Badge Pinning Ceremony for Officer Kermin Salcinovic.

5.2. Recognition of Employee for 5 years of Dedicated Service — Officer Joel Barron

6. Public Hearings and Action Items:

6.1. Conduct a Public Hearing regarding a zoning change for approximately 91.270 acre parcel

of land, known as 1350 FM 1807, from AG (Agriculture) District to MHS (Manufactured Home Subdivision) District.

Open Public Hearing:
Close Public Hearing:

Discuss and consider an Ordinance to authorize a zoning change from AG (Agriculture) District to MHS (Manufactured Home Subdivision) District located at 1350 FM 1807, Venus, Texas 76084, being approximately 91.89 acres legally described as being part of the J.T. Cadenhead Survey, Abstract 134, Johnson County, Texas.

7. Discussion and Consideration Items:

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).

- 7.1. Discuss and consider an appointment to the Venus Community Service Development Corporation Place 5. (Councilmember Wilson)
- 7.2. Discuss and consider an Ordinance amending our sign Ordinance to provide a designated election sign location. (Williams)

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 551.074(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 interviews.

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).

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, on Monday, March 2, 2026.

Callie Driggars, 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: _____

ITEM REPORT

To: City Council
From:
Subject: Approval of a Resolution appointing the Election Judge and Alternate Election Judge for the May 2, 2026 General and Special Elections.
Department/Office: City Secretary

Summary:

Recommended Action:

Budget:

Attachments:

1. VENUS resolution appointing Election Judges

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, APPOINTING AN ELECTION JUDGE AND EARLY VOTING BALLOT BOARD JUDGE FOR THE GENERAL AND SPECIAL ELECTION TO BE HELD ON MAY 02, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2026, the Venus City Council passed and approved Resolution 01-2026-01 ordering a general election and Resolution 02-2026-01 ordering a special election for the City of Venus to be held on May 2, 2026; and,

WHEREAS, pursuant to Section 32.005 of the Texas Election Code, the City Council shall appoint the election judge and other election officials for an election ordered by the City Council; and,

WHEREAS, the City has found qualified election officials for City Council approval; and

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

Stacey Robar shall serve as the election judge and early voting ballot board judge and Leeann Rose shall serve as the alternate judge of the May 02, 2026, General Election of the City of Venus as required and authorized by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ON THIS THE 9th DAY OF MARCH 2026.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Driggars, City Secretary

ITEM REPORT

To: City Council
From:
Subject: Approval of meeting minutes for special called on February 25, 2026.
Department/Office: City Secretary

Summary:

Recommended Action:

Budget:

Attachments:

1. 02-25-2026-special called

CITY COUNCIL
MEETING MINUTES
Special Called Council Meeting
FEBRUARY 25, 2026

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

Mayor Galaviz called the meeting to order at 06:30 PM, 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 Driggars, Melissa Westen, Chief Hargrove, Scott Williams, Officer Yates.

2. Announcements from Mayor:

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3. Citizen Public Comment Period:

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No public speakers.

4. Consent Agenda:

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

4.1. Approval of meeting minutes for special called on February 5, 2026.

4.2. Approval of meeting minutes for the regular meeting on February 9, 2026.

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

4.4. Ratifying bills and monthly financial report for the month of January 2026.

I make a motion to approve.

Moved by: Drew Wilson

Seconded by: Michelle Hamm
For: Unanimous. Motion carried Yes 5, No 0, Abstained 0.

5. Presentation and Proclamations:

None.

6. Public Hearings and Action Items:

None.

7. Discussion and Consideration Items:

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).

7.1. Discussion regarding Sales Tax Allocations.

Mayor Galaviz took this item into Executive Session under Section 551.071 — Private Consultation with Attorney.
Adjourned into Executive Session at 6:33 pm.

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 551.074(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 and Interim City Administrator.

Mayor Galaviz recessed into Executive Session at 6:33pm
Mayor Galaviz Reconvened into Open Session at 8:43pm

8.2. Any action to be taken on Executive Session.

I make a motion to approve the Interim City Administrator contract for James Hawthorne.

Moved by: Tony Bovinich
Seconded by: Drew Wilson

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

9. Adjournment:

Mayor Galaviz adjourned the meeting at 08:44 PM.

Mayor

City Secretary

+

BIWEEKLY DEPARTMENTAL UPDATE

Department: Fire
Director: Brad Hargrove
Reporting Period: 2/1- 2/28 2026



HIGHLIGHTS

- Rescue 72 has been sold
- Emergency Management Staff attended an AAR for January's Winter Storm
- Brush -272 is back in service.
- VFD received \$96,786 in incentive funds from Johnson County ESD for bunker gear, hose, nozzles, flashlights, and foam
- VFD received & 18,745.10 for emergency repairs for Engine 72 and Brush 72
- Captains Brancato and Sonne attended Fire Officer 2 Class
- Engineer Sutton attended Fire Officer 1 class
- VFD staff are participating in S-130 /190 Basic Wildland Firefighter certification class
- VFD Staff attended Nozzle Forward Training class with Waxahachie FD
- VFD plans to send two to the Texas Fire Chiefs Conference in April
- VFD plans to send 4 to Fire Department Instructors Conference in April
- VFD Plans to start sending all staff through FAST1 (Swiftwater Technician) class in March
- VFD recorded 234.25 hrs. of training for the reporting period.

Fire Incident Type Breakdown

Incident Type Group	2/1/26 – 2/28/26
100 – Fire	15
200 – Explosion	0
300 – EMS	62
400 – HAZMAT	2
500 - Service Call	4
600 – Good Intent	9
700 – False Alarm	1
800 - Natural Disaster	0
Total	93

Fire Marshal’s Office

Executive Monthly Summary

Reporting Period: February 2026 **Prepared By:** Fire Marshal Garrett Spurlock

Overview

During February 2026, the Fire Marshal’s Office maintained active oversight of fire prevention, code enforcement, and investigative operations citywide. Efforts centered on commercial inspections, regulatory compliance, and management of a significant environmental fuel leak incident impacting city infrastructure.

A Certificate of Occupancy was issued to **AutoZone**, which is now fully operational.

A Certificate of Occupancy was issued to Lillain Custom Homes.

Inspections & Compliance

- Annual and operational inspections conducted at: Charleys Cheesesteaks and Wings
- Whataburger
- Sonic Drive-In
- **O’Reilly Auto Parts**
-
- Plan review in progress for **7-Eleven** (updated drawings pending; current submittal non-compliant with 2021 IFC).
- Violations addressed included: Fire protection system deficiencies
- Required signage corrections
- Hazardous material storage compliance
- Fuel system regulatory compliance
-

Re-inspections have been completed where required and compliance verified.

Major Incident – Underground Fuel Storage Tank Leak

Location: Exxon

- Fuel leak identified from underground storage system.
- Contaminated product migrated into soil and entered the City sanitary sewer system.
- Immediate mitigation and safety controls implemented.
- Evidence samples collected and preserved.
- Coordination ongoing with the **Texas Commission on Environmental Quality (TCEQ)**.

This remains an active remediation and regulatory matter.

Fire/Rescue & Investigations

- Assisted with six (6) fire/rescue-related incidents.
- No active fire origin/cause investigations at this time.

Strategic & Operational Initiatives

- Johnson County Arson Task Force (JCAT) development ongoing (next meeting 3/4/2026).
- Evaluation of potential participation in Tarrant County Arson Task Force.
- Interoperable radio communications project underway between Fire, Police, and Public Works.
- Venus ISD annual fire and life safety inspections scheduled during Spring Break.

Additional Information

- Currently attending federal trial proceedings related to the Prairieland Detention Center incident (projected conclusion March 11, 2026).

Respectfully Submitted,

Garrett Spurlock Fire Marshal City of Venus Fire Department

BIWEEKLY DEPARTMENTAL UPDATE

Department: Police
 Director: Christopher Smith
 Reporting Period: Jan 5 to March 2, 2026



HIGHLIGHTS

- Officers and staff attended the retirement ceremony for James Groom.
- One candidate completed background and started work at the beginning of February. At this time, the candidate list of licensed TCOLE officers has been exhausted. The department still has two (2) vacancies, and those have been added to TML. Currently awaiting applications.
- Met with contractors on the proposed renovations to the Police parking lot that would add covered parking.
- Animal Control/City Ordinance Officer have been added to TML and we are currently awaiting applications.
- Chief Smith and Sgt. Martinez have been in talks with Four S Boarding to temporarily take quarantine and stray dogs while a more permanent solution is found.

	01-2026	% + or -	02-2026	03-2026	3 MONTH AVG
CAD EVENTS	2318	0%	2210	214	1580
REPORTS TAKEN	3	0%	29	3	12
ARRESTS	7	0%	18	0	8
ACCIDENTS WORKED	11	0%	12	0	8
TRAFFIC ASSIGNMENTS	52	0%	68	10	43
TRAFFIC STOPS	754	0%	692	62	502
CITATIONS ISSUED	127	0%	116	11	85

MONTHLY DEPARTMENTAL REPORT

Department: Public Works
Director: Scott Williams
Reporting Period: February 2026



Public Works Highlights

- ✚ The Public Works Department prepared the Texas Water Development Board (TWDB) Water Use Survey, which is required to report annual water production, usage, and system data. Staff compiled meter data, production totals, and customer classifications to ensure accurate reporting and continued compliance with state requirements. Completion of this report supports the City's regulatory standing and contributes to statewide water planning efforts.
- ✚ The Public Works Director prepared a comprehensive State of the Infrastructure Report for the Mayor and City Council outlining the current condition, capacity, and funding status of the City's water, wastewater, streets, and drainage systems. The report provides an overview of existing infrastructure challenges, identifies immediate and long-term capital improvement needs, and presents funding considerations to support informed Council discussion and strategic planning decisions.
- ✚ In February, the Public Works Department responded to an incident involving gasoline infiltrating the City's sewer collection system. Staff spent extensive time investigating the source of the contamination and ultimately traced it to a leaking fuel pump at the Exxon Tiger Mart. The sewer system was safely vented to address vapors and mitigate risk, and Exxon completed the necessary repairs to stop the leak. Public Works worked closely with the Fire Department and the Fire Marshal to ensure the situation was resolved safely and efficiently. We appreciate their support, coordination, and assistance throughout this response.

Planning and Development

- On February 11, 2026. Planning staff met with Izzy Sanchez from Full Armor to talk about proposed amenities for Patriot Estates.
- On February 17, 2026. Planning staff attended the conference "Project U" in Burleson, organized by the Burleson Economic Development Corporation.

- On February 18, 2026. Planning staff met with Lexi Ford to discuss the Building Improvement Grant (BIG), and economic incentives for a proposed business in the City of Venus downtown.
- On February 20, 2026. Planning staff issued a plat exemption letter for the property addressed as 3260 CR 210 located in the City of Venus' ETJ.
- On February 23, 2026. Planning staff issued a plat exemption letter for the property addressed as 2261 CR 211 located in the City of Venus' ETJ.

Building Official/Permits

Building Permits FYTF 25/26 December 12 th through January 2 nd , 2026.	Total
Single-Family building permits	73
Commercial building permits	2
Total permitting, license, and credential receipts FY 25-26	\$286,249.00
Total permitting, license, and credential receipts FY 24-25	\$188,632.00
Inspections passed/partial/failed/canceled, on hold	1376/24/240/17/2
Inspections completed 24-25	1,430
Inspections completed 25-26	1,662

Public Works Project Updates

Ground Storage Reservoir (GSR) & Pump Station - This project is ongoing. Kimley Horn continues to work on engineering plans and land procurement. This project includes land procurement services, design, bidding, and construction phase services of a new ground storage tank and pump station so that water will be delivered into a ground tank from the City of Midlothian and subsequently pumped into the City's potable water system as needed when the elevated storage tank calls the pump station to come on. The pump station will be sized and laid out so that it can be expanded in the future as additional developments come online in the service area to serve the City's expected buildout water service area. Land has not yet been procured by the City of Venus for this project. Evaluation of various parcels, due diligence, platting, and negotiation services are included in this IPO to obtain a tract of land to install the pump station. Additional information on the scope of property acquisition services is given in Task 1. Generally, the tracts that will be evaluated for the pump station site will be on the north and south side of CR 109, as close as possible to VV Jones Road.

SCADA – Lift Station Monitoring Improvements - Public Works continues coordination with Prime Controls on installing cellular modules and SCADA components at all 11 lift stations. This upgrade will provide real-time monitoring of wet well levels, run times, pump sequencing, and automatic high-level alarms. Prime Controls will continue installing SCADA components until this project is complete.

TxDOT FM 157 Widening Project - TxDOT has adjusted the anticipated construction bid letting from December 2025 to May 2026. Birkhoff, Hendricks & Carter (BHC) coordinating with Lee Engineering completed a Traffic Control Plan for the utility relocations. The entire package has been sent to Austin in preparation for the May 2026 letting/bidding process. Typically, once the project has been let/bid, it takes 2-3 months before the contractor actually starts working. We can anticipate the project starting in July or August.

TPDES Wastewater Treatment Plant Permit (Major Amendment) - This project has been paused pending future actions related to the Wastewater Treatment Plant at Braham Ranch.

Impact Fee Updates (Water, Wastewater, Roadway) - The City is required to update impact fees “at least every 5 years” in accordance with LGC 395.052. This project will update the City’s impact fees in accordance with Chapter 395 of the Texas Local Government Code. Data for the Land Use Assumptions (LUA) will be developed from the Comprehensive Plan completed by Public Management, Inc. in 2023 and supplemented with data provided by the Client for new development activity that has occurred within the last ten years. Data to be provided by the Client includes residential (added single and multi-family dwelling units) and square footage (or acreage) of developed non-residential uses within the city limits and ETJ.

Drainage Fee Study - The study is expected to take 14 to 18 months to complete. Public Works staff member Oscar Ortiz will work closely with the engineers and assist in providing required data and coordination. This includes Establish ERU and Fee Structure – Using the GIS impervious data prepared the engineers; Kimley-Horn will establish an Equivalent Residential Unit (ERU) based on the average impervious area for single-family residential parcels within the City. Using the GIS impervious area data, Kimley-Horn will develop a fee structure. Single Family properties will be assessed a single tier structure. For other properties, the fee will be based on impervious area with the parcel.

Street Capital Projects – Pavement Condition Index (PCI) Program - These projects are currently scheduled to start in March. Staff is coordinating with the contractor, Texas Materials, to develop a construction schedule for street capital improvement projects identified through last year’s Pavement Condition Index (PCI) assessment. These projects will be funded with Bond proceeds dedicated to street improvements, which became available on October 1, 2025. Performing this work during optimal paving conditions supports proper asphalt compaction, long-term pavement performance, and overall durability of the finished roadway.

Wastewater Master Plan - The Draft Wastewater Master Plan has been completed. Staff is currently reviewing and providing comments on the report. Once we get the final version, ideally staff will put this on the April Agenda for Council’s adoption.

Water Master Plan - The Draft Water Master Plan has been completed. Staff is currently reviewing and providing comments on the report. Once we get the final version, ideally staff will put this on the April Agenda for Council’s adoption.

DEPARTMENTAL UPDATE

Department: Administration

Choose an item.

Reporting Period: February 2026



HIGHLIGHTS

City Administrator

City Secretary

- Open records
- Mentor's Care
- Agendas
- Minutes
- Working with HR on the CA Candidate search
- In office on last day to file for place on ballot
- Attended Grooms retirement luncheon
- Working with ES&S on ballots, software, coding, etc.
- Working with IT on council devices

Human Resources

- Currently taking applications for City Administrator, Code Enforcement, Police Officer
- Reviewing applications and fact finding for City Administrator candidates.
- Handbook Updates
- Fleet – preparing for Enterprise meeting for FY 27
- Laserfiche implementation – continued – importing documents into Laserfiche as time allows, and updating forms to streamline process
- Time Clocks plus implementation
- Payroll – Complete
- Benefit coordination for employees with Life Events.
- FMLA x2 employees
- Open records
- Mentors Care
- Attended Project U Leadership Conference in Burleson
- Beginning the process to transition us to tx.gov secure emails
- On boarding Officer Kerim Salcinovic

Finance

- Audit
- Software setup for Laserfiche and Time Clocks Plus
- Preparing for scanning project and records destruction
- Planning for Infrastructure update workshop

Court

- 87 new violations filed.
- Total Fees/Fines Paid \$17,582.48
- 77 cases closed; this total includes 24 cases that were dismissed with either the completion of a driving safety course, deferred disposition, or compliance dismissals.
- 72 cases were placed in OmniBase (OmniBase services provide an effective collection and enforcement tool by restricting the violator's ability to renew their driver's license for outstanding violations.)
- 72 open cases were sent to the collection agency.

ITEM REPORT

To: City Council
From: Scott Williams, Public Works Director
Subject: 2026 Street Improvements - Capital Projects
Department/Office: Public Works

Summary:

The Agenda item before Council seeks Consideration and approval of a Resolution authorizing the expenditure of funds through an interlocal cooperative purchasing agreement with Ellis County for street improvements in an amount not to exceed \$4,789,987.00. The proposed resolution authorizes the City of Venus to utilize an existing interlocal cooperative purchasing agreement with Ellis County pursuant to Chapter 791 of the Texas Government Code. Through this agreement, the City is permitted to procure construction services under contracts that have been competitively solicited and awarded by Ellis County, thereby ensuring compliance with state procurement requirements while promoting cost efficiency. The resolution authorizes an expenditure in an amount not to exceed \$4,789,987.00, subject to final contract pricing and availability of budgeted funds. Funding for this project has been allocated within the City's 2025 Street Bond for street reconstruction and rehabilitation.

Recommended Action:

Approve the Resolution. This action supports the City's ongoing investment in street infrastructure and advances the planned reconstruction and improvement of priority roadways throughout the community.

Budget:

2025 Street Improvement Bond

Attachments:

1. VENUS resolution interlocal ellis for streets
2. Fully Executed Contract-Texas Materials Group
3. ILA - Fully Executed Agreement
4. Signed Contract - Texas Bit
5. 2026 Old Town Street CIP
6. PCI CR620 Sections 2026
7. PCI W. 109, Pakse & Savanh
8. City of Venus- 2026 - TXM Proposal 2.18.26

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AUTHORIZING THE EXPENDITURE OF FUNDS THROUGH AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH ELLIS COUNTY FOR STREET IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$4,789,987.00; AUTHORIZING THE CITY AMINISTATOR OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDIING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus is authorized to enter into interlocal agreements pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the City of Venus and Ellis County are parties to an interlocal cooperative purchasing agreement which allows the City to procure goods and services through contracts competitively solicited and awarded by Ellis County; and

WHEREAS, Ellis County has awarded a contract to Texas Materials, LLC for construction services; and

WHEREAS, the City Council finds that utilizing the Ellis County contract provides a cost-effective and legally compliant procurement method; and

WHEREAS, the City desires to authorize the expenditure of funds in an amount not to exceed \$4,789,987.00 for the completion of the approved project.

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

SECTION 1. The City Council hereby authorizes the utilization of the Ellis County cooperative contract awarded to Texas Materials, LLC for the purpose of completing the approved project.

SECTION 2. The City Council hereby approves an expenditure in an amount not to exceed \$4,789,987.00, subject to final contract pricing and available budgeted funds.

SECTION 3. The City Administrator, or his designee, is authorized to execute all necessary agreements, purchase orders, and related documents to effectuate this authorization.

SECTION 4. That all resolutions of the City of Venus, Texas in conflict with the provisions of this resolution be and the same are hereby repealed and all other resolutions of

the City of Venus, Texas not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 5. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution 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 Resolution, and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this resolution shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

SECTION 7. That all recitals contained in this Resolution are fully incorporated herein as if fully written.

PASSED AND APPROVED this 9th day of March 2026.

APPROVED:

By: _____
Alejandro Galaviz, Mayor

ATTEST:

By: _____
Callie Driggars, City Secretary

THE STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

PAVEMENT REHABILITATION AND RESURFACING SERVICES

BETWEEN ELLIS COUNTY, TX and TEXAS MATERIALS GROUP, INC. - RFB NO. 2024-010

This Agreement ("Agreement") is made and entered into by and between Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and TEXAS MATERIALS GROUP, INC. ("Contractor") with a place of business at 420 Decker Drive, Suite 200, Irving, TX 75062. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-010-Pavement Rehabilitation and Resurfacing Services ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Pavement Rehabilitation and Resurfacing Services, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 010 as the Lowest and Best bid to provide value to the County.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

Exhibit A: Specifications for Pavement Rehabilitation and Resurfacing Services.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods.

If Ellis County exercises the right to renew the contract in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to establish an indefinite delivery/indefinite quantity contract to provide Pavement Rehabilitation and Resurfacing Services.

5. SCOPE OF SERVICES AND WORK

Contractor shall provide Pavement Rehabilitation and Resurfacing Services in accordance with the Specifications in Exhibit A: Specifications for Pavement Rehabilitation and Resurfacing Services.

6. PAYMENTS AND PRICING

6.1 PRICING AND WARRANTY PERIOD

DESCRIPTION	PRICE	MINIMUM QUANTITY	WARRANTY
Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay	\$29.28/SY	½ mile or 500 tons annually	12 months
2" Overlay - Only	\$19.40/SY	½ mile or 500 tons annually	12 months
Cement Stabilization – 24 lbs. per square yard - Only	\$9.88/SY	½ mile or 500 tons annually	12 months
Lime instead of cement 24 lbs. per square yard	\$13.21/SY	½ mile	12 months
Backfill with onsite Material	\$2/LF	½ mile	N/A
Backfill with offsite Material	\$7/LF	½ mile	N/A
Grade Roadway Ditch	\$7/LF	½ mile	N/A
Haul off Excess Material	\$2.10/SY per inch	½ mile	N/A
Additional Base Material	\$5.15/SY per inch	½ mile	N/A
One Course Seal Coat	\$6/SY per course	½ mile	N/A
4" Sidewalk	\$15.50/SF	500 SF	12 months
Curb and Gutter	\$150/SY	50 LF	12 months
ASPPM or CPR Patching Material-FOB Plant	\$140/ton	N/A	N/A
2" Overlay Balanced Mix Design	\$19.40/SY	½ mile	18 months

- (a) Minimum quantities are per location/street. If minimum quantity is not met per item Texas Materials Group, Inc reserves right to charge a \$3,000 mobilization fee.
- (b) Warranty is limited to the depth and scope of our work. Anything damaged by other parties will not be covered under warranty.
- (c) 2 Inch Overlay Price can be prorated for additional depth. For example, 3" HMA Price would be \$29.10/SY.
- (d) Pricing includes equipment, labor and materials for all precinct locations.
- (e) All traffic control to be included.

6.2 Contractor will remit all invoices to Accounts Payable at the following email address:
Accounts.Payable@co.ellis.tx.us.

6.3 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts

at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.4 Right to Audit: The Contractor shall agree that County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Contractor assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

- 7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.
- 7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.
- 7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.
- 7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.
- 7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

- 8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.
- 8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.
- 8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession

currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 Collusion: Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 Reporting: Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 Access to Records: Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 Ownership: The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 Adequacy of Records: If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 Availability and Retention of Records: All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books,

records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 **Public Information Act:** The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly

agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 Confidential or Proprietary Marking: Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES "), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the

following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

13.3 Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County:

- (a) Workers' Compensation – statutory (see TWCC rule 110.110)
 - (1) Employer's liability - \$500,000
- (b) Comprehensive Commercial General Liability:
 - (1) Bodily, Injury/Personal, & Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - (2) Property Damage - \$1,000,000 aggregate
- (c) Automobile liability
 - (1) Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - (2) Property damage - \$100,000 each occurrence
- (d) Contractual liability - same limits as above
- (e) All Risk Cargo Insurance - \$2,000,000 aggregate
- (f) Crime Coverage - \$ 1,000,000 per occurrence

13.4 The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.

13.5 Required Provisions: As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied. The contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance. The contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage. Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

13.6 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.7 Failure to comply with lawful requirements or adequate liability requirements may result in

delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.8 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 302 N. Monroe Street, Suite 307, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.9 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.10 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- (a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- (b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- (c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) Termination of this Agreement
 - (2) Demand on any bond, as applicable.
 - (3) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand;
or
 - (4) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and Any combination of the above in Section 13.11.

- 13.11 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.
- 13.12 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
- 13.13 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.
- 13.14 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.
- 13.15 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.
- 13.16 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

13.17 CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND

ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.

13.18 Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The County may terminate this Agreement for the following:

14.1 Termination for Convenience:

County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency:

County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance:

County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 **Notice and Right to Cure:** If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County

determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062

Ellis County:

Ellis County Purchasing Agent
302 N. Monroe Street, Suite 307
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination

of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS: CONTRACTOR SHALL COMPLY WITH ALL

APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this

Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

38.1 Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN

ENERGY COMPANIES

39.1 Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

40.1 Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do

hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES


By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS 1st DAY OF October, 2024.

ELLIS COUNTY

TEXAS MATERIALS GROUP, INC.

By: 
Todd Little
Ellis County Judge

By: 
Title: Estimating Manager

ATTEST


By: 
Krystal Valdez
Ellis County Clerk



EXHIBIT A

SPECIFICATIONS FOR

PAVEMENT REHABILITATION AND RESURFACING SERVICES

Scarifying and Processing Requirements: Roadways identified for rehabilitation shall be scarified and pulverized to the full depth of the existing base material or eight (8) inches, whichever is less.

The existing asphalt pavement shall be scarified and pulverized until a minimum of fifty-five (55) percent of the asphalt pavement passes the No. 4 sieve. The largest pieces in the pulverized mixture shall not exceed two (2) inches in size.

After the existing asphalt surface has been scarified and pulverized, the existing base material shall be scarified to the full depth of the existing base material or eight (8) inches, whichever is lesser.

The resulting mixture of asphalt and base materials shall be pulverized and thoroughly mixed so that at the completion of moist-mixing 100 percent by dry weight passes a one (1) inch sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves. Old bituminous wearing surfaces shall be pulverized so that 100 percent pass a two (2) inch sieve.

Compaction and Finishing: The mixed material shall be compacted to at least 95 percent of Modified Proctor, ASTM D 1557 at or above optimum moisture content. At the start of compaction, the percentage of moisture in the mixture shall not be below or more than two (2) percentage points above the optimum moisture content. In no case shall the addition of water be such that the mixture becomes unstable during compaction and finishing. If the uncompacted pavement/base (stabilized) mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within two (2) hours. After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades, and cross-section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be rolled with a pneumatic roller and "tight-bladed" by a motor grader to a depth of approximately ¼ inch, moving all loosened mixture from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding moisture as needed. Surface finishing methods may vary from the above-described procedure, provided a dense uniform surface, free of loose material, is maintained at its specified optimum moisture during all finishing operations. Surface compaction and finishing operations shall proceed in such a manner as to produce, in not more than two (2) hours, a smooth, closely knit surface – free of cracks, ridges, or loose material, and conforming to the required pavement cross-section. A rough or "washboard" finished surface shall not be accepted.

The finished surface shall be at the width as designated by the County. For stabilized roadways, the stabilized material shall extend at least one (1) foot beyond the required pavement edge to aid

EXHIBIT A

in reducing pavement movements and cracking along the edge line due to seasonal moisture variations after construction.

Stabilization Process: If stabilization utilizing a Portland cement slurry is determined to be necessary by the County, the material shall be spread uniformly on the asphalt and base mixture at a minimum rate 28 pounds per square yard. This cement slurry shall be applied only to such an area that all operations can be continuous and completed in daylight and within six (6) hours of such application. The percentage of moisture in the base at the time of stabilization application shall not be in excess of that which will permit uniform and intimate mixture of pavement/base and stabilization material during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the pavement/base mixture.

After the material has been applied, it shall be dry mixed with the pavement/base mixture. Mixing shall continue until the material has been sufficiently blended with the pavement/base mixture to prevent the formation of any clumps or “balls” when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes. Immediately after the dry mixing is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to ensure continuous application of the required amount of water to sections being processed within three (3) hours of the time of application of the Portland cement slurry. Proper care shall be exercised to always ensure proper moisture distribution. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

After a thorough and uniform mix has been obtained, refer to ***Compaction and Finishing*** section above.

Asphalt Emulsion Curing Membrane: After the roadway has been finished as specified above, it shall immediately be protected against rapid drying or curing by the application of 0.20 gallons per square yard (SY) of SS-1 type asphalt, which shall comply in all respects to Item 302.3.4 of the North Central Texas Council of Government (NCTCOG) Standards. Immediately prior to the application of the asphalt emulsion, the roadway section shall be wetted using pressure water distributors so that all voids in the roadway surface are filled with water but without free water standing on the surface. The asphalt emulsion cure shall be applied while this moisture condition exists so that undue asphalt penetration of the roadway surface shall be prevented while aiding in complete coverage by the application.

After a short curing stage (one to three days) and in order to help reduce the risk of shrinkage cracks forming in the cement-treated base materials, microcracking shall be performed through the application of several vibratory roller passes.

Should it be necessary for construction equipment or local traffic to pass over the section before the asphalt emulsion has dried enough to prevent pick-up, it shall be the responsibility of the Contractor to dust or sand the surface. The Contractor shall maintain the curing cover for a seven (7) day period after the initial application to insure a complete cure of the roadway.

If approved by the County, the use of other asphaltic emulsions may be used in lieu of the SS-1; however, a complete asphalt membrane cover must be obtained.

EXHIBIT A

Pavement Milling Machine and Process: The cold-milling machine shall be self-propelled, specifically designed to fully or partially remove existing asphaltic pavement to the desired depth, profile, cross slope and surface texture. The machine shall be equipped with a conveyor capable of removing the millings from the pavement and loading them directly into a truck. In addition, the machine shall be equipped with a means to effectively and efficiently control the dust generated by the milling operation.

The machine shall make sufficient passes so that the designated area is milled to the grades and cross sections indicated by the County. The milling shall proceed with care and in depth increments that will not damage the pavement below the specified depth. The Contractor will repair or replace, as directed by the County, items damaged during milling operations at the Contractor's expense.

The milled pavement surface shall be properly cleaned by sweeping after the milling operations.

Hot Mix Asphaltic Concrete (HMAC) Pavement Material and Placement: The materials used in executing the work shall comply with the requirements of Item 302.3, "Bituminous Materials," and Item 302.9, "Hot-Mix Asphaltic Pavement," of the NCTCOG Standards. The hot mix asphaltic concrete pavement furnished shall contain Performance Graded asphalt binder, PG 70-22, and shall be the Type specified in the Bid Proposal.

The equipment and methods used in executing the work shall comply with the requirements of Items 302.9.4 and 302.9.6 of the NCTCOG Standards, respectively.

All cuts into existing asphalt or concrete shall be neat, straight and true and comply with the requirements of Item 402.3, "Sawing," of the NCTCOG Standards.

The tack coat shall comply in all respects to Item 302.9.2.2.3 of the NCTCOG Standards. The application of a tack coat shall apply to each layer of HMAC before the next layer is applied and to any exposed concrete edges that shall abut any HMAC.

For overlays of existing streets, the street surface shall be cleaned of grass and weeds and shall be swept prior to placing the tack coat.

Testing: The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the County. The failure of the County to make any tests shall in no way relieve the Contractor of their responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.

The contractor shall give the County designated inspector timely notice of readiness of the work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's

EXHIBIT A

notification to the County representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor.

Drainage: Contractor shall always maintain adequate drainage during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to adjacent properties shall not be permitted.

Storm Water Management: For projects in which the roadway is to be rehabilitated (i.e., scarified and pulverized) in which one (1) or more acres is disturbed, a Storm Water Pollution Prevention Plan (SWP3) is required by the Texas Commission on Environmental Quality (TCEQ) and shall be prepared by the Contractor. The plan shall show proposed measures to control pollutants in storm water discharges during and after construction activities. A section of the SWP3 shall contain a pollution/erosion control plan, signed and sealed by a Professional Engineer licensed in the State of Texas.

The SWP3 shall be kept at the job site for assessment by TCEQ inspectors at all times. The Contractor shall keep the SWP3 up-to-date and clearly indicate any and all changes made to the plan throughout construction activities. The SWP3 shall be submitted to the County for review and approval prior to the start of construction.

The SWP3 shall be implemented and maintained throughout the entire length of work. Should any pollution prevention measures fail, it shall be the responsibility of the Contractor to repair the failure immediately.

Traffic Control: All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the Contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Due to the nature of this work, at no time can access along any roadways be restricted to adjacent residences or thru traffic. It shall be the contractor's responsibility to determine the means and methods of construction to address and adequately satisfy this requirement.

Construction Water: Construction water necessary to complete the work shall be provided by the Contractor. It shall be the Contractor's responsibility to complete a fire hydrant meter rental application and pay the required refundable deposit to the County prior to taking any water.

Protection of the Public: The Contractor shall at all times conduct the work in such a manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at their entire expense.

Materials placed on site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

EXHIBIT A

The County reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention. The cost of such work done, or material furnished by the County shall be deducted from monies due or to become due to the Contractor.

Protection of Existing Facilities: It shall be the Contractor's responsibility to repair to the satisfaction of the County any damage done to manholes, cleanouts, and valves, other public appurtenances located in the roadway or any structures or facilities adjacent to the roadway which are damaged by the Contractor during the construction process. No payment shall be made for these repairs.

Cleanup: It is the intent of these requirements that an adequate cleanup job be performed by the Contractor throughout the construction process. Before work is accepted by the County, all rocks, stones, asphalt, base material, and other construction debris shall be removed and properly disposed of by the Contractor.

Final Inspection: The County will make a final inspection of all work as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable at the time of such inspection, the Contractor will be informed by the County as to the particular defects to be remedied before final acceptance is made.

Services Warranty: Contractor warrants that:

- (a) Services will be performed in a timely, efficient, and professional manner; and,
- (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and
- (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").

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for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The County Judge or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

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

EXECUTED this 5 day of August, 2025.

ELLIS COUNTY, TEXAS

By: [Signature]
John Wray, County Judge

ATTEST:

By: [Signature]
Krystal C. Valdez, County Clerk



EXECUTED this 14 day of July, 2025.

CITY OF VENUS, TEXAS

By: [Signature]
Alejandro Galaviz, Mayor

ATTEST:

By: [Signature]
Callie Green, City Secretary

APPROVED AS TO FORM

By: _____
XXXXXXX, City Attorney

CONTRACT

STATE OF TEXAS;
COUNTY OF ELLIS;

Agenda Item# _____
Date: _____

WHEREAS, the proposal package Bid No. RFB 2022-019 including the Cover Sheet, Instructions, Specifications, and Proposal Sheet(s) for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on JAN 11 2022 award a contract to Texas Bit,
For Hot-Mix Asphalt; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package Bid No. RFB-2022-019 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Israel

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

Prompt Payment Act

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Signatures

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

JAN 11 2022

Date signed: 1-02-2022

VENDOR

ELLIS COUNTY

By: [Signature]

By: [Signature]
Authorized Agent
Todd Little, County Judge
Ellis County, Texas

Attest: Tina Chambers
Ellis County Clerk Deputy



2026 Old Town Streets_SW



2/8/2026

World Imagery

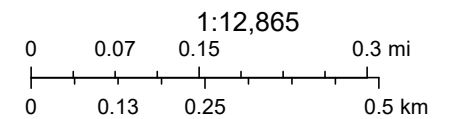
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

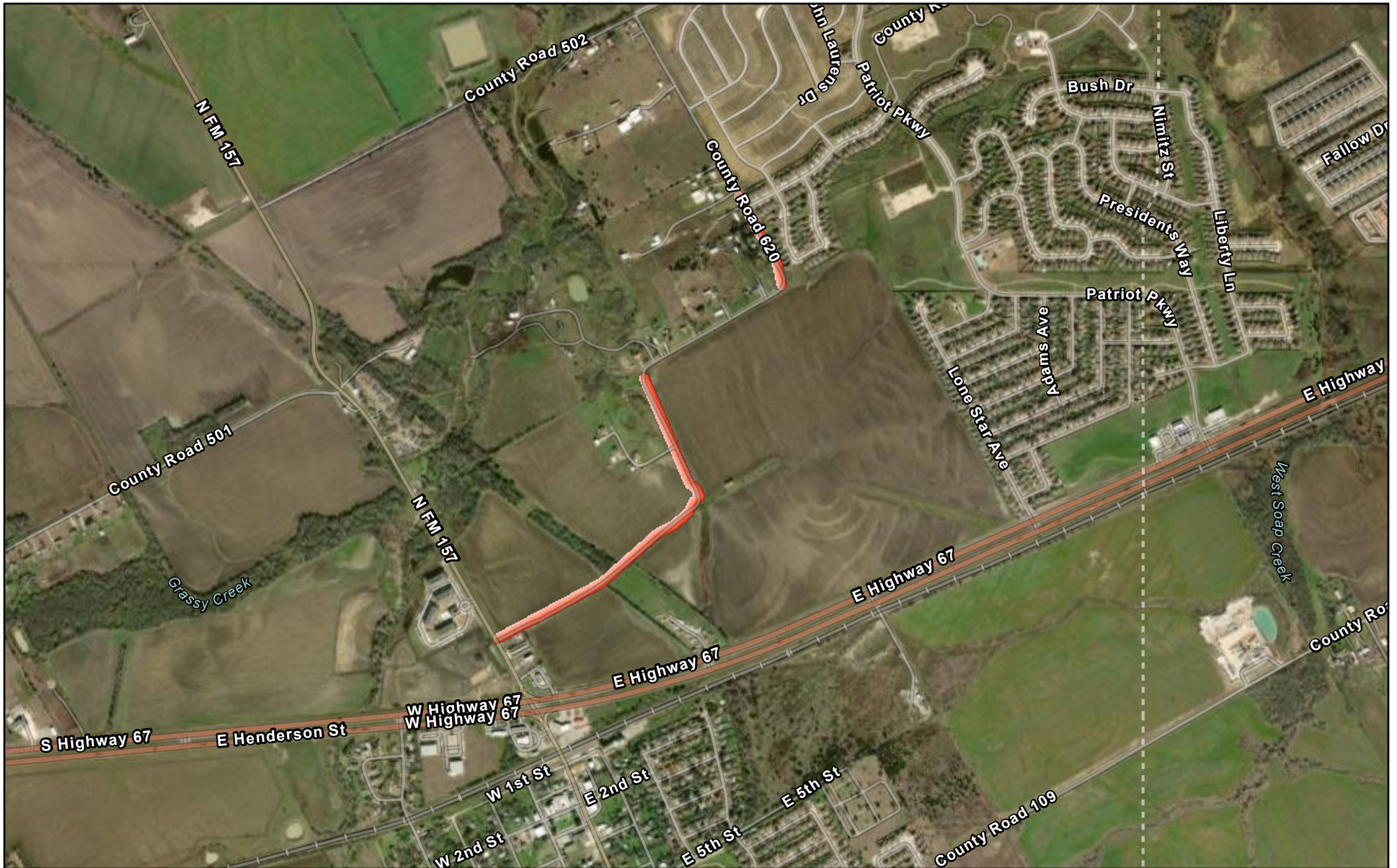
Citations

2.4m Resolution Metadata



Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

CR620 Street CIP 2026



2/16/2026

World Imagery

Low Resolution 15m Imagery

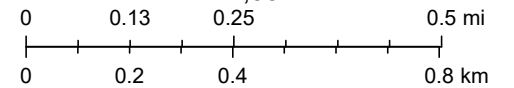
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High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

1:17,334



Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

PCI E. 109, Pakse & Savannah_2



2/5/2026

World Imagery

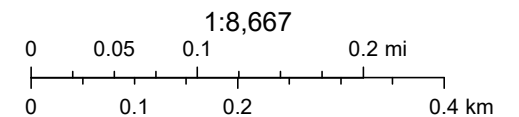
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata



Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



Texas Materials Group, Inc.
 420 Decker Drive, Suite 200
 Irving, TX 75062
 Phone: (214) 741-3531

A CRH COMPANY

PROPOSAL AND CONTRACT
(Ellis County Contract)

To: City of Venus

Effective Date: *February 18, 2026*

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County RFB NO 2024-010.

Description of Work and Price: Pulverize existing roadway to the required depth and Incorporate approx 24 lbs/SY cement. The stabilized material will be graded and compacted, and any excess material will be hauled off 2" and disposed of . After stabilization, we will place 3 inches of Hot mix asphalt. Traffic Control will be provided as part of this work

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Location/Street	See Attached Sheet	3" Overlay	119,327	\$24.60	\$2,935,444.20
Location/Street	See Attached Sheet	Cement Stabilization	129,086	\$9.88	\$1,275,369.68
Location/Street	See Attached Sheet	Haul Off Excess	119,327	\$4.20	\$501,173.40
					\$4,711,987.28

See Attached Sheet

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasMaterials

This estimate expires thirty (30) days from the above date.

Texas Materials Group, Inc

ACCEPTED: **City of Venus**

William "Luke" Warner

Account Manager

214-926-9072

William.Warner@Texasmaterials.com

Date: _____

Date

2/18/2026

City of Venus

Total
Tons: 19716

Revised

February 18, 2026

		TOTAL :		119,327.00	129,086.00	19,716.00											\$ 1,275,369.68	\$ 2,935,444.20
Location/Street	Limits	Length (ft)	Width (ft)	Stabilization Width (ft)	S/Y	Haul Off Inches	Stabilization SY	Depth' s/y	Tons	Ty-Mix	Cost Per Inch Haul	Inches: 3"	Cement Stabilization Cost Per SY	Cost Per Inch	Total Overlay Cost Per SY- 3"	Haul Off Cost/SY	Total Cement Stabilization Cost	Total HMAC Cost
1-West County Road 109	SOP-County Road 214	5328	22	24	13024	2	14208	330	2149	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 140,375.04	\$ 320,390.40
2-County Road 506	SOP-EOP	0	0	0	0	2	0	330	0	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ -	\$ -
40- CR 620	End County Maintenance Sign - 131 ft North	900	21	23	2100	2	2300	330	347	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 22,724.00	\$ 51,660.00
39- CR 620	HWY 157-Being County Maintenance Beings Sign	3325	28	30	10345	2	11084	330	1707	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 109,509.92	\$ 254,487.00
41- West CR 109	SOP- County Road 214	5328	25	27	14800	2	15984	331	2450	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 167,921.92	\$ 364,080.00
3-East 2nd Street	South Main Street-Vista Ridge	687	21	23	1603	2	1756	330	265	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 17,349.28	\$ 39,433.80
4-East 4th Street	South Main Street- South Oak Street	370	20	22	823	2	905	330	136	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 8,941.40	\$ 20,245.80
5- East 5th Street	South Main Street-Meadow Ridge Avenue	1408	21	23	3286	2	3599	330	543	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 35,558.12	\$ 80,835.60
6- East 6th Street	South Main Street- South Oak Street	357	20	22	794	2	873	330	132	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 8,625.24	\$ 19,532.40
7-East County Road 109	East 8th Street- EOP	1618	24	26	4315	2	4675	330	712	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 46,189.00	\$ 106,149.00
8- South Hickory Street	BNSF RR Grade Crossing- West US 67	928	22	24	2269	2	2475	330	375	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 24,453.00	\$ 55,817.40
9South Hickory Stret Sec 2	BNSF RR Grade Crossing- with 5th Street	1479	22	21	3616	2	3451	330	597	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 34,095.88	\$ 88,953.60
10-North Point Drive	Vista Ridge- Meadow Ridge Avenue	622	21	23	1452	2	1590	330	240	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 15,709.20	\$ 35,719.20
11-Pakse Street	SOP-County Road 109	1415	21	23	3302	2	3617	330	545	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 35,735.96	\$ 81,229.20
12-Savanh Street Sec 1	SOP-Lanexaug	609	21	23	1421	2	1557	330	235	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 15,383.16	\$ 34,956.60
13-Savanh Street Sec 2	Laexaug- County Road 1109	738	21	23	1722	2	1886	330	285	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 18,633.68	\$ 42,361.20
14 Lanexaug	Savanh Street- pakse Street	320	21	22	747	2	783	330	124	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 7,736.04	\$ 18,376.20
15- South beach Street	West 3rd Street- West 1st Street	705	21	23	1645	2	1802	330	272	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 17,803.76	\$ 40,467.00
South Locust Street	West 8th Street- West 1st Street	2236	24	26	5963	2	6460	330	984	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 63,824.80	\$ 146,689.80
17-South oak Street	East 8th Street- Wst 1st Street	2178	21	23	5082	2	5566	330	839	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 54,992.08	\$ 125,017.20
18-South Pine Street	West 5th Street- west 4th Street	357	21	23	833	2	913	330	138	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 9,020.44	\$ 20,491.80
19- SouthPine Street Se 2	West 4th Street- West 2nd Street	711	21	23	1659	2	1817	330	274	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 17,951.96	\$ 40,811.40
20-South Walnut Street Sec 1	West 3rd Street- West 3rd Street	181	21	23	423	2	463	330	70	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 4,574.44	\$ 10,405.80
21-South Walnut Street Sec 2	West 2nd Street- West 1st street	374	21	23	873	2	956	330	145	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 9,445.28	\$ 21,475.80
22-South Walnut Street Sec 3	8th Street - West 3rd Street	1470	22	24	3594	2	3920	330	594	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 38,729.60	\$ 88,412.40
23-Venus Larue Street	North Hickory Street- North Hickory Street	926	21	23	2161	2	2367	330	357	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 23,385.96	\$ 53,160.60
24-West 2nd Street	Hickory- South Walnut Street	1060	21	23	2474	2	2709	330	409	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 26,764.92	\$ 60,860.40
25-West 3rd Street	South Walnut Street South Main Street	0	0	0	0	2	0	330	0	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ -	\$ -
39-West 2nd street & Parking	S.Walnut S. main Street	332	55	57	2029	2	2103	330	335	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 20,777.64	\$ 49,913.40
40-West 3rd Street & parking	S. Walnut Street- S. main Street	320	55	57	1956	2	2027	331	324	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 20,026.76	\$ 48,117.60
26-West 3rd Street Sec 2	South Hickory- Pine Street	343	20	22	763	2	839	330	126	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 8,289.32	\$ 18,769.80
27-West 4th Street	South Pine Street- South Man Street	1975	22	24	4828	2	5267	330	797	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 52,037.96	\$ 118,768.80
28-West 5th Street	W. of S. Pine Street- South main Street	2091	22	24	5112	2	5576	330	844	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 55,090.88	\$ 125,755.20
29-West 6th Street	Locust St- South Main Street	693	21	23	1617	2	1771	330	267	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 17,497.48	\$ 39,778.20
30-West 7th Street	Locust St. Walnut Street	327	21	23	763	2	836	330	126	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 8,259.68	\$ 18,769.80
31- West 7th Street Sec 2	S. Main Street- Park Parking Area	539	21	23	1258	2	1378	330	208	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 13,614.64	\$ 30,946.80
32-Newfield	Visita Ridge dr. - Meadows Ridge Ave	546	24	26	1456	2	1578	330	241	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 15,590.64	\$ 35,817.60
33- Ridge Hollow Trail	Visita Ridge dr. - Meadows Ridge Ave	490	24	26	1307	2	1416	330	216	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 13,990.08	\$ 32,152.20
34- Fairfield Lane	Visita Ridge dr. - Meadows Ridge Ave	414	24	26	1104	2	1196	330	183	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 11,816.48	\$ 27,158.40
35-Visita Ridge Dr.	North Point Dr. - 5th Street	980	21	23	2287	2	2505	330	378	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 24,749.40	\$ 56,260.20
36-Meadow Ridge Ave	SOP Cul-de-sac- 5th Street	1100	21	23	2567	2	2812	330	424	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 27,782.56	\$ 63,148.20
37-East 3rd Street	South main Street- Oak Street	327	24	26	872	2	945	330	144	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 9,336.60	\$ 21,451.20
38- S Walnut Street & Parking	West 2nd -West 3rd Street	177	55	57	1082	2	1121	330	179	BMD - TY D	\$ 2.10	3	\$ 9.88	\$ 8.20	\$ 24.60	\$ 4.20	\$ 11,075.48	\$ 26,617.20

ITEM REPORT

To: City Council
From:
Subject: Badge Pinning Ceremony for Officer Kermin Salcinovic.
Department/Office: Police Department

Summary:

Recommended Action:

Budget:

Attachments:
None

ITEM REPORT

To: City Council
From:
Subject: Recognition of Employee for 5 years of Dedicated Service —
Officer Joel Barron
Department/Office: Human Resource

Summary:

Recommended Action:

Budget:

Attachments:
None

STAFF REPORT

TO: Mayor and City Council

FROM: Planning Staff

DATE: March 2, 2026

SUBJECT: REZONE FROM AG (AGRICULTURAL) DISTRICT TO MHS (MANUFACTURED HOME SUBDIVISION) DISTRICT: 91.89 ACRES OUT OF THE J. T. CADENHEAD SURVEY, ABSTRACT 134, (JOHNSON COUNTY), TEXAS; 1350 FM 1807, VENUS, TEXAS 76084. (REZ2026-0001)

GOAL: Zoning regulations must be adopted in accordance with the *Comprehensive Plan* and designed to 1) lessen congestion in the streets; 2) secure safety from fire, panic, and other dangers; 3) promote health and general welfare; 4) provide adequate light and air; 5) prevent the overcrowding of land; 6) avoid undue concentration of population; 7) facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements. L. G. C. Section 211.004.

LOCATION: The tract is located on the north side of FM 1807, approximately 0.27 miles west of C. R. 214. The tract has approximately 2,272.57 ft. of frontage along FM 1807 with a depth of approximately 2,155.12 ft. for a tract size of 91.89 acres.

MANUFACTURED HOME: A structure transportable in one or more sections that, in the traveling mode, is 8 body feet (2,428 body mm) or more in width or 40 body feet (12,192 body mm) or more in length or, where erected on site, is 320 or more square feet, and is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. All transportable sections of manufactured homes built in the U.S. after June 15, 1976 must contain a certification label (commonly referred to as a HUD Tag) on the home. The label is the manufacturer's certification that the home section is built in accordance with HUD's Manufactured Home Construction and Safety Standards (the Standards).

PROPOSAL: The applicant is requesting MHS (Manufactured Home Subdivision) District to construct manufactured homes used as single dwelling units installed on privately owned (nonrental) lots. The construction, alteration, and repair of any foundation system for the installation of a manufactured home unit; the construction, installation addition, alteration, repair or maintenance of the building service equipment that is necessary for connecting manufactured homes to water, fuel, power supplies and sewage system; and the construction, alteration, moving, demolition, repair and use of accessory buildings and structures shall comply with the requirements of the codes adopted by the City of Venus, Article II, "Districts," Section 34-59 "Zoning Ordinance," and fees established according to the Master Fee Schedule.

LOT SIZE: Half-acre lots (120 feet by 182 feet) for an approximate total of 146 lots.

ADJACENT ZONING: Adjacent zoning is unincorporated Johnson County vacant land to the north, Light Industrial (I-1) District to the east, unincorporated Johnson County to the south, and Planned Development (PD) District to the west.

LAND USE: The property is vacant.

SB 785 COMPLIANCE: The MHS (Manufactured Home Subdivision) District has been a zoning district within the city since 2001 by Ordinance No. 242-2001. The city has a zoning district that allows for installation of these homes by right and without Special Use Permit (SUP) or Conditional Use Permit (CUP). Therefore, the city is in compliance with these statutes. There is nothing in this bill that clearly mandates approval of a rezoning application to one of these districts simply because it is the first.

AMENITIES: Applicant states the following amenities will be included: fenced-dog park, community club house with a small pool, pickleball courts, and gated entrance.

COMPREHENSIVE PLAN: The City of Venus Comprehensive Plan designates the future land use as MHS (Manufactured Home Subdivision) District. FM 1807 is designated by TxDOT as major collector with 80 ft. of ROW. It is currently a road with two lanes, no shoulders and has a posted speed limit of 50 miles per hour.

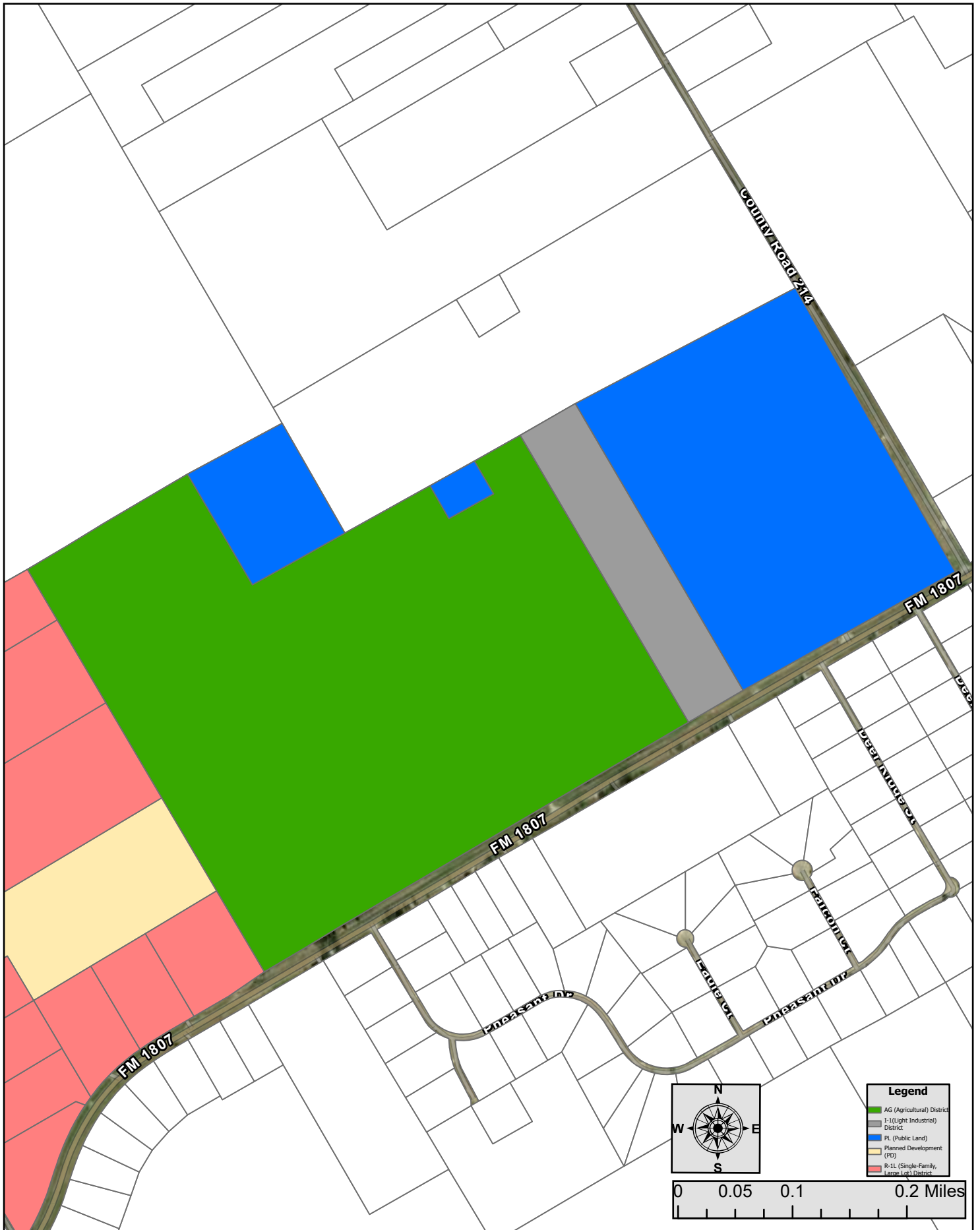
DEVELOPMENT TRENDS: The development trend for this area along FM 1807 is residential uses.

ANALYSIS: The requested zoning does conform with the Future Land Use Plan for the City of Venus. The Manufactured Home Subdivision (MHS) District as indicated on the City of Venus' Comprehensive Plan. Nevertheless, sanitary sewer is available, but there is no capacity from the City of Venus currently. The Public Works Department requests sanitary sewer infrastructure to be installed, so when sanitary sewer capacity is available this development connects to city infrastructure. A recorded plat, and civil construction plans are required prior to the issuance of any building permit.

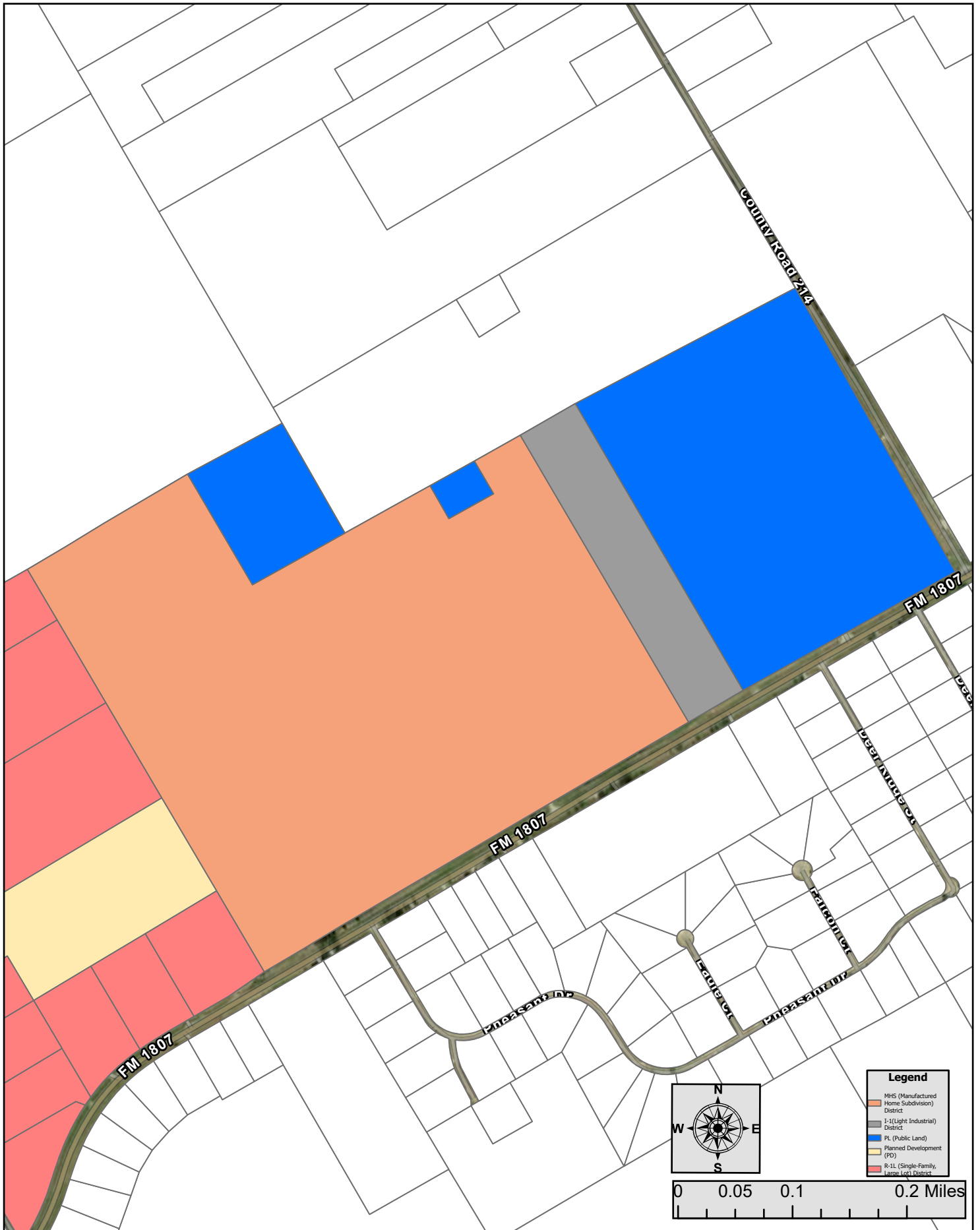
P & Z Commission: At the P & Z Commission meeting on February 26, 2026. The Commission voted to recommend approval with seven members present, and everyone voted in favor.



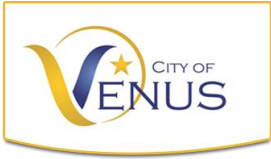
Aerial Map



Zoning Map



Requested Zoning



February 12, 2026

Dear Property Owner:

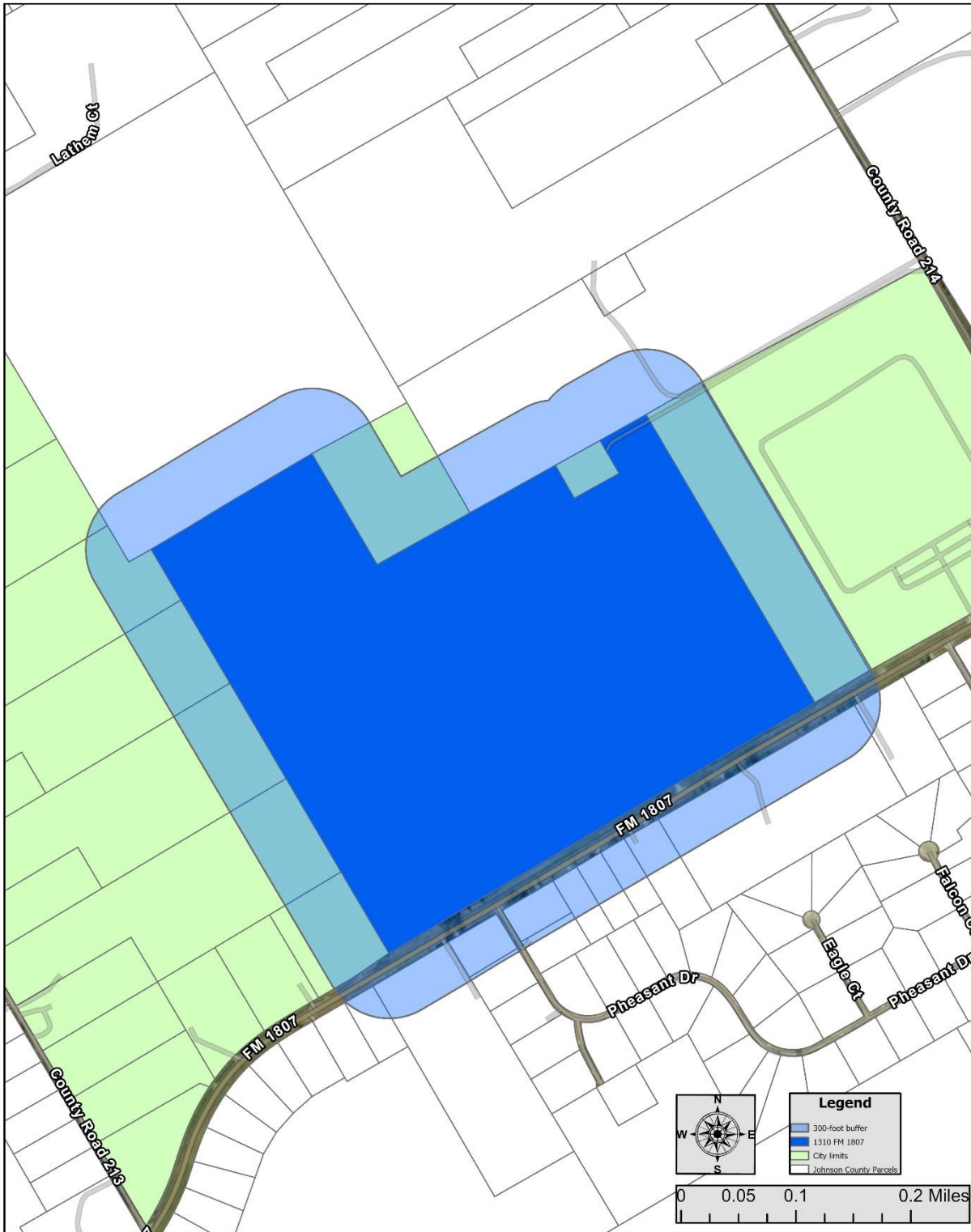
I am writing this letter to inform you of upcoming public hearings which you may be inclined to attend. Hearings provide residents, specially neighboring landowners such as yourself, the opportunity to voice an opinion on the proposed project to the Planning & Zoning Commission and City Council. The input and opinions of residents and neighboring property owners provide valuable feedback to the Planning & Zoning Commission, City Council, City staff, and the applicant.

- Application Type:** **Zone Change:** A request to change the zoning designation pertaining to use for a property.
- Summary:** **Request:** Request for approval of a zone change for approximately 91.270-acre parcel of land, known as 1350 FM 1807, from AG (Agriculture) District to MHS (Manufactured Home Subdivision) District. The purpose of this request is to allow the construction of manufactured homes.
- Location/Site Plan:** Generally located on the north side of FM 1807, east of CR 213, and west of CR 214 *See the reverse side for vicinity map.*
- Reviewing Body:** The Planning & Zoning Commission will make a recommendation to City Council on the zone change request.
- Public Hearings:** **P & Z Commission: February 26, 2026 at 6:30 pm.**
Venus City Hall, 700 W US Highway 67, Venus, TX 76084.
City Council: March 9, 2026 at 6:30 pm.
Venus Civic Center, 210 S Walnut St. Venus, TX 76084.
- Official Notice Publication:** February 14, 2026 on the Cleburne Times.
- City Staff:** Oscar Ortiz, *City Planner*
(972) 366-3348 extension 206
oortiz@cityofvenus.org
- Applicant:** Venus 102, LLC
Attention: Justin McWilliams
P O Box 822044
North Richland Hills, TX 76182
jason@texashdmi.com
- Property Owner:** Same as above
- Additional Info:** This review process allows the Planning Commission and City Council to determine the completeness of the application, and its adherence to City Codes and policies. The request and application will go to the City Council after the Planning & Zoning Commission hearing for a final decision.

Please do not hesitate to contact me if you have any questions on this application. Comments can be submitted by email or in writing into the record. Thank you for your time.

Best regards,
Oscar Ortiz, City Planner

Vicinity Map



1350 FM 1807

Exhibit A



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF VENUS, TEXAS, JOHNSON AND ELLIS COUNTIES AUTHORIZING A ZONING CHANGE FROM AG (AGRICULTURAL) DISTRICT TO MHS (MANUFACTURED HOME SUBDIVISION) DISTRICT LOCATED AT 1350 FM 1807, VENUS, TEXAS 76084, BEING APPROXIMATELY 91.89 ACRES LEGALLY DESCRIBED AS BEING PART OF THE J. T. CADENHEAD SURVEY, ABSTRACT 134, JOHNSON COUNTY, TEXAS (“THE PROPERTY”); AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

WHEREAS, the City of Council of the City of Venus having heretofore adopted a zoning ordinance and map showing the classification of the property located within city limits of said City; and

WHEREAS, sanitary sewer is available, but there is no capacity from the City of Venus currently. The Public Works Department requests sanitary sewer infrastructure to be installed, so when sanitary sewer capacity is available this development connects to city infrastructure.

WHEREAS, a proper application for a Zoning Change has been made in accordance with the zoning ordinances in the City of Venus and said application has been assigned case number REZ2026-0001. Said application, having been referred to the Planning and Zoning Commission (P & Z) Commission for their final report, was recommended by the P & Z Commission for zoning change approval of the subject property from AG (Agricultural) District to MHS (Manufactured Home Subdivision) District.

WHEREAS, a proper hearing was held as required by law and the City Council having heard all arguments for and against said zoning amendment;

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are legislative findings and are incorporated herein by reference.

SECTION 2. That the Zoning Ordinance and Map of the City of Venus, duly passed by the governing body of the City of Venus, as heretofore amended, be and the same is hereby amended by granting a change in zoning for the Property, and more particularly described in Exhibit “A” (which is incorporated herein by reference) from AG (Agricultural) to MHS (Manufactured Home Subdivision) designed to provide areas for the location of manufactured homes in an attractive, low density setting and ensure the presence of amenities required for satisfactory quality of life in areas designated for manufactured home use. The Property shall be developed and used in

accordance with the development standards under the Venus Zoning Ordinance, ordinances of the City of Venus.

SECTION 3. Official Zoning Map. The official zoning map previously adopted, is hereby amended. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official zoning map of the City as required by applicable law.

SECTION 4. Severability Clause. It is hereby declared by the City Council of the City of Venus that if any of the sections, paragraphs, sentences, clauses, phrases, words or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words or provisions of this ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Venus except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Johnson County, Texas and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Penalty. Upon publication of this ordinance by the City Secretary, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Venus, Texas.

DULY PASSED by the City Council of the City of Venus, Texas, on the 9th day of March 2026.

APPROVED:

Alejandro Galaviz, Mayor

ATTEST:

Callie Green, City Secretary

EXHIBIT A

LEGAL DESCRIPTION:

FIELD NOTE description for a 102.159-acre tract being located in the J.T. Cadenhead Survey, Abstract No. 134, Johnson County, Texas, and being the residue of a certain called 150.0-acre tract described in a deed to Corrections Corporation of America as recorded in Document No. 2016-21594, of the Official Public Records, Johnson County, Texas, said 102.159-acre tract to be more particularly described as follows;

Bearings are based on the Texas State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

Beginning at a 5/8" iron rod found for the northeast corner of herein described tract, same being the northwest corner of a called 40.0 acre tract described in a deed to Texas Department of Criminal Justice as recorded in Document No. 2023-14141, of the Official Public Records of Johnson County, Texas, said point being on the division line of said 150 acre tract and a called 73.79 acre tract described in a deed to John B. Stamey Family Trust recorded in Book 2260, Page 492, of the Deed Records of Johnson County, Texas, said division line being described in a Boundary Line Agreement Recorded in Volume 1336, Page 784, of the Deed Records of Johnson County, Texas;

Thence South 30°20'15" East, with the west line of said 40.0-acre tract, a distance of 1532.50 feet to a 4" concrete monument found at the southwest corner of said 40.0-acre tract, said point being on a south line of said 150 acre tract, said point being on the north right of way of Farm to Market Road 1807;

Thence South 59°40'33" West, with the south line of said 150-acre tract and the north right of way of way of way of Farm to Market Road 1807, a distance of 1125.38 feet to a 5/8" iron rod found for a break in the south line of herein described tract;

Thence South 59°34'22" West, continuing with the south line of said 150 acre tract and the north right of way of Farm to Market Road 1807, a distance of 1439.84 feet to a 1/2" iron rod found for the southwest corner of herein described tract, same being, the southwest corner of said 150 acre tract, same being the southeast corner of Lot 6 of Plainview Acres, Phase 1, according to the Plat thereof recorded in Volume 8, Page 246, Plat Records of Johnson County, Texas;

Thence North 30°23'56" West, with a west line of said 150 acre tract and an east line of said Plainview Acres, Phase 1, passing a 1/2" iron rod at 942.3 feet, passing another 1/2" iron rod at 1439.0 feet, and continuing for a total distance of 2154.85 feet to a 1/2" iron rod found for the northwest corner of herein described tract, same being a corner of Lot 13 of Plainview Acres, Phase 1, said point being on a south line of a called 60.60 acre tract described in a deed to Jose Hector Huante recorded in Document No. 2022-12709, of the Official Public Records of Johnson County, Texas;

Thence North 59°29'08" East, with a north line of said 150-acre tract and a south line of

said 60.60 acre tract, a distance of 858.70 feet to a 1/2" iron rod set for a northeast corner of herein described tract, same being the northwest corner of a called 6.861 acre tract described in a deed to City of Venus, recorded in Volume 2587, Page 475, of the Deed Records of Johnson County, Texas, from which a 5/8" iron rod found for the northeast corner of said 6.861 acre tract, bears North 59°29'08" East a distance of 500.00 feet;

Thence South 30°24'43"¹¹ East, with the west line of said 6.861-acre tract, a distance of

591.97 feet to a 1/2" iron rod set for an inner corner of herein described tract, same being the southwest corner of said 6.861-acre tract;

Thence North 60°49'36"¹¹ East, with the south line of said 6.861-acre tract, a distance of

500.12 feet to a 1/2" iron rod found for angle break in a north line of herein described tract, same being the southeast corner of said 6.861-acre tract, said point being a corner of said 150-acre tract, same being the southwest corner of aforementioned 73.79-acre tract, said corner being described in aforementioned Boundary Line Agreement;

Thence North 60°54'15" East, with the division line of said 150 acre tract and of said 73.79 acre tract as described in said Boundary Line Agreement, a distance of 438.40 feet to a 5/8" iron rod found for a reentrant corner of herein described tract, same being the northwest corner of a called 0.944 acre tract described in deed to City of Venus, recorded in Volume 2587, Page 475, of the Deed Records of Johnson County, Texas;

Thence South 29°51'49"¹¹ East, with the west line of said 0.944-acre tract, a distance of

175.12 feet to a 1/2" iron rod found for an inner corner of herein described tract, same being the southwest corner of said 0.944-acre tract;

Thence North 60°53'13"¹¹ East, with the south line of said 0.944-acre tract, a distance of

235.33 feet to a 5/8" iron rod found for an inner corner of herein described tract, same being the southeast corner of said 0.944-acre tract;

Thence North 30°02'06" West, with the east line of said 0.944-acre tract, a distance of

174.88 feet to a 5/8" iron rod found for a reentrant corner of herein described tract, same being the northeast corner of said 0.944-acre tract, said point being on the division line of said 150-acre tract and of said 73.79-acre tract as described in said Boundary Line Agreement;

Thence North 60°36'08" East, with division line of said 150-acre tract and of said 73.79-acre tract as described in said Boundary Line Agreement, a distance of 312.95 feet to a fence post found;

Thence North 59°59'08" East, with division line of said 150-acre tract and of said 73.79-acre tract as described in said Boundary Line Agreement a distance of 222.11 feet to a BACK TO THE POINT OF BEGINNING, containing 102.159 Acres of land, more or less.

SAVE AND EXCEPT TRACT TEN

LEGAL DESCRIPTION:

FIELD NOTE description for a 10.270 acre tract being located in the J. T. Cadenhead Survey, Abstract Number 134, Johnson County, Texas, and being a part of a called 102.159 acre tract described in a deed to Venus 102, LLC, recorded in Document Number 2024-36615 of the Official Public Records, Johnson County, Texas, said 10.270 acre tract to be more particularly described as follows:

Bearings are based on the Texas State Plane Coordinate System, Texas North Central Zone 4202, N. A. D. 1983.

Beginning at 5/8" iron rod found for the Northeast corner of herein described tract, same being a Northeast corner of said 102.159 acre tract, same being the Northwest corner of a called 40.0 acre tract described in a deed to Texas Department of Criminal Justice recorded in Document No. 2023-14141 of the Official Public Records of Johnson County, Texas, said point being on a South line of a called 73.79 acre tract described in a deed to John B. Stamey Family Trust recorded in Book 2260, Page 0492 Deed Records of Johnson County, Texas;

Thence South 30 Degrees, 20 Minutes, 15 Seconds East, with the East line of said 102.159 acre tract and the West line of said 40.0 acre tract, a distance of 1532.50 feet to a concrete monument found for the Southeast corner of herein described tract, same being the Southeast corner of said 102.159 acre tract, same being the Southwest corner of said 40.0 acre tract, said point being on the North right of way of Farm to Market road 1807;

Thence South 59 Degrees, 40 Minutes, 33 Seconds West, with a South line of said 102.159-acre tract, a distance of 290.91 feet to a ½" iron rod set for the Southwest corner of herein described tract, said point being on the North right of way of Farm to Market Road 1807;

Thence North 30 Degrees, 23 Minutes, 56 Seconds West, over and across said 102.159 acre tract, a distance of 1534.84 feet to a ½" iron rod set, on a North line of said 102.159 acre tract, for the Northwest corner of herein described tract, said point being on a South line of said 73.79-acre tract;

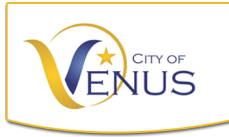
Thence North 60 Degrees, 36 Minutes, 08 Seconds East, with the common line of said 102.159-acre tract and said 73.79-acre tract, a distance of 70.47 feet to a post found for an angle break in the North line of herein described tract;

Thence North 59 Degrees, 59 Minutes, 08 Seconds East, continuing with the common line of said 102.159-acre tract and said 73.79-acre tract, a distance of 222.11 feet, **BACK TO THE POINT OF BEGINNING**, containing 10.270 acres of land.

EXHIBIT B



Aerial Map



PROJECT BRIEF

Zoning Change Request for
146 Unit ½ - acre lot Manufactured Home Community

Prepared for the City of Venus City Council and Planning and Commission

Overview

We respectfully request approval for a large-lot manufactured home community that aligns with the City's adopted Future Land Use Plan and reflects thoughtful, long-term planning for this site.

This proposal is not an expansion of land use policy — it is the implementation of the City's existing planning framework in a measured and intentional manner.

Alignment with the Future Land Use Plan

The subject property is designated for manufactured housing in the City's adopted Future Land Use Plan. This request simply advances that established vision.

Rather than introducing a new or incompatible use, the project implements the land use already contemplated for this tract and ensures consistency between adopted policy and zoning regulations.

Additionally, with the passage of Texas Senate Bill 785 (SB 785), municipalities are required to designate at least one zoning district that permits manufactured housing. This project provides a clear, logical, and well-located opportunity for the City to implement that requirement in a context-sensitive and controlled manner.

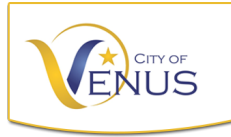
Approving this zoning allows the City to proactively address state requirements while maintaining design standards and appropriate placement.

Large-Lot Community Design

The proposed development consists of approximately 146 half-acre residential lots.

This is not a high-density manufactured housing project. The larger lot configuration creates:

- Meaningful separation between homes
- Space for landscaping and privacy
- A neighborhood scale consistent with surrounding development patterns
- Reduced overall density compared to many conventional subdivisions



The design supports long-term homeownership and neighborhood stability rather than short-term turnover or overcrowding.

This is a subdivision-style residential environment.

Land Use Compatibility & Buffering

The project has been intentionally designed to fit responsibly within its surroundings.

Given the site's proximity to the correctional facility, large half-acre lots represent a practical and appropriate residential use. The lower-density layout provides space, separation, and long-term stability rather than introducing higher-density housing in a sensitive location.

To further protect future residents and reinforce compatibility, approximately 10 acres along the shared boundary will be preserved for storage use. This creates a low-traffic, low-noise transitional buffer between the institutional facility and the residential community.

Storage is among the lowest-impact commercial uses, generating minimal traffic and limited operational disturbance.

This layered land-use transition reflects thoughtful planning and ensures compatibility while allowing the City to meet its housing needs appropriately.

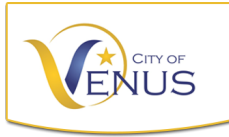
Community Amenities & Vision

The development is envisioned as a cohesive, well-managed residential neighborhood with meaningful amenities, including:

- A community clubhouse with a small pool
- Pickleball courts
- A gated entrance
- A fenced dog park

These features promote safety, community interaction, and long-term pride of ownership.

The goal is to deliver a stable, attractive neighborhood that residents are proud to call home.



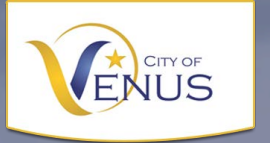
Conclusion

This proposal:

- Implements the City's adopted Future Land Use Plan
- Provides proactive alignment with SB 785
- Delivers low-density, half-acre residential lots
- Incorporates intentional buffering and compatibility measures
- Includes meaningful community amenities

It represents an appropriate and measured residential use for this location while contributing needed housing options for working families and first-time homeowners.

We respectfully request approval of the zoning change.



Proposed Residential Community – Zoning Request
146 Large-Lot Manufactured Homes

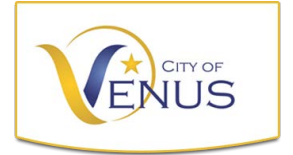
 February 26, 2026

 Prepared for City Council & P&Z Commission

 Future Land Use Plan Implementation

Executive Summary

PROJECT OVERVIEW & STRATEGIC ALIGNMENT



Plan Implementation

Implements the City's adopted **Future Land Use Plan** for manufactured housing on this tract. This is policy execution, not a new land use request.

SB 785 Compliance

Proactive alignment with **Texas Senate Bill 785**, designating a compliant district in a planned location rather than reacting to forced placement elsewhere.

Low-Density Design

Features **~146 homes on ½-acre lots**, creating a subdivision-style environment with generous setbacks, exceeding typical density standards.

Premium Amenities

Includes a clubhouse, resort-style pool, pickleball courts, dog park, and gated entry to ensure high quality of life and community stability.



Zoning Request Highlights

146

TOTAL HOMESITES

~0.5

ACRE LOT SIZE

100%

ENERGY STAR CERTIFIED

SB 785

COMPLIANT DISTRICT



Future Land Use Plan (FLUP)

✓ Designated for Manufactured Housing

The subject property is explicitly identified for this use in the City's adopted long-range plan.

✓ Consistent Implementation

Aligns the zoning map with the City's policy framework, resolving discrepancies between plan and zoning.

✓ Appropriate Location

Directs this specific housing type to the location already identified by the City as most suitable.

"This is implementation of existing policy — not expansion of land use."



Texas Senate Bill 785 Compliance

📌 State Mandate Requirement

SB 785 requires municipalities to designate at least one zoning district that permits manufactured housing.

! Proactive Solution

Venus currently lacks a clearly accommodating active district. This tract offers a planned compliance path.

🛡️ Controlled Standards

Enables compliance through a high-quality, deed-restricted community rather than forced spot zoning.

"An opportunity for thoughtful compliance rather than reactive accommodation."

Community Design & Vision

Standard of Living

NEIGHBORHOOD CHARACTER

A Stable, High-Quality Residential Community

Unlike traditional rental parks, this community creates an attainable homeownership neighborhood with subdivision-style spacing, privacy, and architectural cohesion.

- ✓ **Subdivision Spacing:** Generous setbacks between homes
- ✓ **Gated Entry:** Controlled access enhances security
- ✓ **Architectural Standards:** Pitched roofs & cohesive elevations
- ✓ **Foundation Systems:** Permanent installation requirements



~0.5 Acre

AVERAGE LOT SIZE



100%

ENERGY STAR® CERTIFIED



146

TOTAL HOMESITES

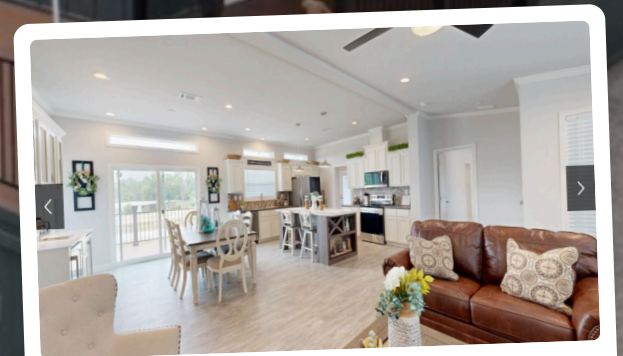


Gated

PRIVATE COMMUNITY



★ Subdivision-Style Living



Modern Interior Finishes & Open Layouts

Amenities & Neighborhood Features

Community Lifestyle



Clubhouse & Pool

A central community hub for gatherings and events, featuring a small resort-style pool with shaded seating areas for resident relaxation.



Pickleball Courts

Dedicated courts serve as a social and recreational focal point, promoting active living and neighborly interaction.



Gated Entry

Controlled-access entrance ensures enhanced security, reduced through-traffic, and a defined sense of arrival and exclusivity.



Dog Park & Open Space

Fenced off-leash areas with separate sections for small and large dogs, integrated with internal green spaces and walking paths.

OUTDOOR LIVING

Designed for Connection

Amenities are thoughtfully placed to foster community engagement while maintaining the tranquility of a low-density neighborhood.

Site Context & Compatibility

Thoughtful Planning

"We've been intentional about how this project fits into its surroundings."

Given the site's proximity to the correctional facility, large half-acre manufactured home lots are a practical and appropriate residential use — providing space, separation, and long-term stability rather than introducing higher-density housing in a sensitive location.

This layered approach demonstrates thoughtful planning and ensures the project is compatible with its neighbors while still helping the City meet its housing needs.



10-Acre Buffer Zone

Preserving approximately 10 acres along the shared boundary for storage use, creating a functional, low-traffic separation.



Appropriate Use

Large lots provide privacy and distance, avoiding the conflicts inherent with high-density multifamily or compact subdivisions in this location.

SITE LAYOUT STRATEGY

Residential
Community

Storage &
Buffer Zone

10 ACRES

Correctional
Facility

Why This Proposal Fits Venus

- ✓ **Implements Adopted Policy**
Directly executes the Future Land Use Plan's vision for this specific tract, resolving long-standing zoning inconsistencies.
- ✓ **Proactive State Compliance**
Provides a thoughtful, planned solution for SB 785 requirements, preventing reactive or forced zoning decisions elsewhere.
- ✓ **High-Quality Standards**
Delivers a low-density, gated community with permanent foundations, ½-acre lots, and strict architectural controls.
- ✓ **Community Stability**
Creates an attainable homeownership neighborhood with resort-style amenities rather than a transient rental park environment.

Proposed Path Forward

- **STEP 1: RECOMMENDATION**
Planning & Zoning Commission Review
- **STEP 2: APPROVAL**
City Council Adoption of Zoning
- **STEP 3: ENGINEERING**
Platting & Civil Plan Submittals
- **STEP 4: DELIVERY**
Permitting & Neighborhood Construction

Respectfully Requesting Approval

We look forward to working collaboratively with the City to deliver a development aligned with Venus's long-term goals.



PLANS SUBJECT TO REVIEW AND APPROVAL
BY JURISDICTIONAL AUTHORITIES.

*** STOP! CALL BEFORE YOU DIG! ***

As required by the "Texas Underground Facility Damage Prevention and Safety Act" Texas One Call System must be contacted (800-245-4545) at least 48 hours prior to any excavation operations being performed. It is the contractor's responsibility to contact Texas One Call System.

** NOTICE TO CONTRACTORS **

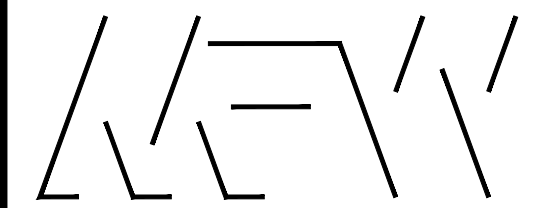
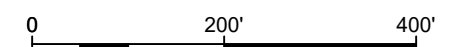
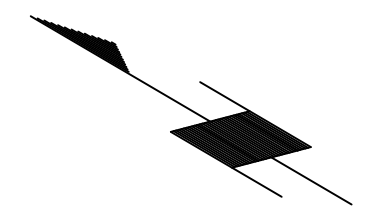
Topographic information provided by 7 Range Surveying, Tyler, TX supplemented with data available from TNRS.org. The Contractor shall notify the engineer and Owner immediately, in writing, of any discrepancies or omissions to the topographic information. the contractor(s) shall be responsible for confirming the location (horizontal/vertical) of any buried cables, conduits, pipes, and structures (storm sewer, sanitary sewer, water, gas, electric, telephone, television, etc.) which impact the construction site. The contractor(s) shall notify the owner and engineer if any discrepancies are found between the actual conditions versus the data contained in the construction plans. Any costs incurred as the result of not confirming the actual location (horizontal/vertical) of said cables, conduits, pipes, and structures shall be borne by the contractor. Additionally, the contractor(s) shall notify the owner and engineer if any errors or discrepancies are found on the construction documents (ps&e) which negatively impact the project. Engineer and owner shall be indemnified of problems and/or cost which may result from contractor's failure to notify owner and engineer.

General Notes

Exhibit Plan

1/2 Acre Lots
(Approx. 120' x 182'
Cul-de-sac lots approx.
50' frontage minimum)

All Phases - 146 Lots



No.	Revision/Issue	Date

Firm Name and Address

Michael F Wilson
P.O. Box 582
Big Sandy, TX 75755
903.736.5173
Firm No. 6414

Project Name and Address

Storage & RV Parking
FM 1807
Venus, Texas
c/o HMI LLC

Project

CED-041

Date

12/19/2025

Scale

As shown

Sheet

X.1

Seal and signature

This document is released
for the purpose of interim
review under the authority
of Michael F. Wilson, P.E.
83739 on December 19,
2025. It is not to be used
for construction, bidding or
permit purposes.

ITEM REPORT

To: City Council
From:
Subject: Discuss and consider an appointment to the Venus Community Service Development Corporation Place 5. (Councilmember Wilson)
Department/Office: City Secretary

Summary:

Recommended Action:

Budget:

Attachments:

None

ITEM REPORT

To: City Council
From: Scott Williams, Public Works Director
Subject: Discuss and consider an Ordinance amending our sign Ordinance to provide a designated election sign location. (Williams)
Department/Office: Public Works

Summary:

Consideration and possible action to amend the City’s sign ordinance to designate a specific location on City property for the placement of election signs. The City’s current sign ordinance prohibits the placement of election signs on City-owned property and within the public right-of-way. The proposed ordinance amendment would establish a designated location on City property for the placement of election signs in order to provide a uniform, controlled, and equitable area for such signage. The proposed location is approximately 120 feet west, in front of the Civic Center and is situated on City-owned property. Establishing a designated area would allow candidates and political committees a clearly defined space for election signage while maintaining the City’s ability to regulate placement, preserve safety, and protect public property from dispersed or unauthorized sign placement.

Recommended Action:

Staff recommends approval of the ordinance amendment establishing a designated election sign location approximately 120 feet west of the Civic Center on City property.

Budget:

Not Applicable

Attachments:

1. VENUS ordinance amend political signs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, AMENDING THE CODE OF ORDINANCES, BY AMENDING CHAPTER 20. "SIGNS", ARTICLE I. "IN GENERAL", SECTION 20-11, "TEMPORARY SIGNS", SUBSECTION (a), "POLITICAL SIGNS", BY REPEALING IN ITS ENTIRETY SUBSECTIONS 20-11(a)(2) AND 20-11(a)(4) AND REPLACING 20-11(a)(4) WITH A NEW SUBSECTION 20-11(a)(4); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has the authority to establish, by ordinance or resolution, such boards, commissions or committees as it may deem necessary for the conduct of City business and management of municipal affairs; and

WHEREAS, the City Council shall prescribe the purpose, composition, functions, duties, accountability, and tenure of the fire marshal position as prescribed by law or its ordinances.

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

SECTION 1. That the City of Venus Code of Ordinances is hereby amended by repealing Chapter 20 "Signs", Article I. "In General", Section 20-11, "Temporary Signs", subsections (a)(2) and (a)(4) and replacing it with an entirely new Chapter 20 "Signs", Article I. "In General", Section 20-11, "Temporary Signs", subsection (a)(4), and which shall read as follows:

“..."

20-11 Temporary Signs

(a) Political Signs

...

(4) Political signs and electioneering materials are prohibited on all city-owned property and within the public right-of-way, except as expressly permitted by this subsection.

For purposes of this subsection, *electioneering* shall mean the “posting, use, or distribution of political signs or literature, including the use of tents, tables, chairs, booths, or similar devices intended to influence a voter regarding a candidate, political party, or ballot proposition”.

Electioneering on city property used as a polling location shall be permitted only during the voting period, as defined by the Texas Election Code, and only within areas specifically designated by the city as a Designated Election Sign Area.

No electioneering sign or literature shall be placed, posted, or displayed within one hundred (100) feet of any outside door through which a voter may enter the polling place.

Electioneering signs located within a Designated Election Sign Area shall not exceed thirty-six (36) square feet in area nor exceed eight (8) feet in height, including any supporting structure.

Electioneering signs placed in violation of this subsection may be immediately removed and disposed of by the city.

The Designated Election Sign Area shall be depicted on an official City of Venus graphic on file with the City Secretary as shown here:



...”

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 23rd day of February 2026.

APPROVED:

Alejando Galaviz, Mayor

ATTEST:

Callie Green, City Secretary